

# SKAMANIA COUNTY BOARD OF COMMISSIONERS

## Agenda for January 10, 2017

### Tuesday, January 10, 2017

9:00 AM Commissioners Staff Meeting  
9:30 AM Call to Order, Pledge of Allegiance  
Public Comment (3 minutes)

Consent Agenda Items will be considered and approved on a single motion. Any Commissioner may, by request, remove an item from the agenda prior to approval.

1. Minutes of December 28, 2016
2. Minutes of January 4, 2017
3. Resolution 2017-01 Amending Recording Fees
4. Resolution 2017-02 Dissolving Debt Service Fund, Skamania County Bond Anticipation Note Redemption Fund, 2012
5. Liquor License change of location application, Simperts Family Estate, Willow Wine Cellars
6. Certification of Property Tax Levy for Taxing District, Fire District #4
7. Contract renewal with Integrity Structural Engineering, PLLC for services pertaining to the Hatchery Bridge Painting contract
8. Contract renewal with PacifiCorp to provide law enforcement services upon and adjacent to PacifiCorp property
9. Contract with Daniel E. Ferber MD LLC to provide medication management to mental health clients.

Voucher Approval

Payroll Approval

Wage adjustment for all employees excluding OPEIU union members, non Guild union members and Elected Officials

Pre-Hire Request for Juvenile Court Probation Officer

Elect Chair and Vice Chair for 2017  
Commissioner Assignments for 2017

Meeting Updates

10:00 AM Department Head reports  
10:30 AM Treasurer's Annual Financial Committee report

11:00 AM Workshop with Financial Management Office, Elected Officials and Department Heads to discuss County finances

Lunch Break

1:30 PM Workshop to discuss Bio Mass facility  
2:30 PM Workshop to discuss surplus property  
3:30 PM Workshop to discuss website development  
4:00 PM Workshop to discuss Gorge Management Planning

Adjourn

**BOARD OF SKAMANIA COUNTY COMMISSIONERS**  
**Meeting of December 28, 2016**

The Board met at 9:00 a.m. on December 28, 2016 for a staff meeting at the Commissioner's Meeting Room, 240 NW Vancouver Avenue in Stevenson, with Commissioners Christopher Brong and Robert Hamlin, Chair present. Arlene Johnson, Senior Services Director, reported on being out on sick leave last week, cancellations and rescheduling due to weather related issues, and the Seniors' staff are doing their best on accommodations for pick-up during times of poor weather conditions. Alex Hays, Manager of Cultural Events and Recreation reported on activity being light this week; some meetings and a birthday scheduled. He has his maintenance worker cataloging what can be fixed in the exhibit hall and other fairgrounds buildings, and they will meet with Don Clack and Larry Douglass to discuss a plan of action. They also continue to sell straw left over from the fair and pumpkin patch. Debi Van Camp, Human Resources Director, reported on Public Works negotiations and the bill for the Retro Pool Program Service Fee. She was looking to see if the BOC wants to pay Retro Pool out of Human Resources budget or continue paying out of Cumulative Reserve's budget, but either way it would require a supplemental. Commissioner Brong agrees with Heidi Penner's recommendation expressed via email. Debi also told the board that there are 2 positions currently being advertised in the paper; a Licensed Practical Nurse and a Mental Health Therapist. Alex Hays also told the board that the PTA reached out to Community Events, and want to do a fundraiser in the auditorium. Fees were discussed, and it was decided that the PTA would be charged the Class II price as quoted. Korina Larson, Administrative Assistant, reported that she is just trying to do a good job while filling in as Clerk of the Board.

The meeting recessed at 9:12 a.m. and reconvened at 9:31 a.m. the same day.

The meeting was called to order at 9:31 a.m. December 28, 2016 at the Commissioner's Meeting Room, 240 NW Vancouver Avenue in Stevenson, with Commissioners Christopher Brong and Robert Hamlin, Chair, present, opening with the Pledge of Allegiance led by Missy Cummins.

Vicki Clelland, Stevenson resident and County Treasurer, said she appreciated the service from all of the Commissioners and presented each commissioner a picture as a thank-you. She will miss them very much and hopes that everybody has a happy New Year.

Commissioner Brong moved to approve the consent agenda, seconded by Commissioner Hamlin. The motion carried unanimously to approve the Consent Agenda as follows:

1. Minutes of December 20, 2016
2. Minutes of December 13, 2016
3. Liquor License renewal for American Legion Coy-Catlin Post 137, Veteran's Support Group
4. Liquor License renewal for Simperts Family Estate, LLC
5. Acknowledge receipt of letter from Skamania Klickitat Community Network requesting funds to support the work of the Network in Skamania County
6. Resolution 2016-58 Updating Revolving Fund Accounts
7. Public Works Bargaining Unit 2017-2018 contract
8. Certification of Property Tax Levy for Fort Vancouver Regional Library

Commissioner Brong moved, seconded by Commissioner Hamlin and motion carried unanimously to approve voucher numbers 158861 through 158957 for the period ending December 22, 2016 in the total amount of \$317,659.00 with \$146,017.26 being Current Expense.

Missy Cummins, Washington State University Extension 4-H Regional Specialist, reported on successfully filling the 4-H Program Coordinator position, Forest Youth Success Program meeting to be held in January, and working on updating Washington State 4-H policies.

The Board gave updates on their attendance at various meetings. Commissioner Brong reported on an interview with Jim Peterson with Evergreen Magazine. He stated that he would like to keep his county email address so he may continue to use it for his Recreation Conservation appointment with WSAC. Larry Douglass said he will talk to Gary and JT in IT to make sure he is accommodated. Commissioner Brong reported on meeting with WA Department of Fish and Wildlife last week in regards to an anti-elk fence at Beacon Rock Gold Course. Commissioner Hamlin reported on meeting yesterday for labor negotiations, and also meeting with Kevin Waters.

The meeting recessed at 9:41 a.m. and reconvened the same day at 10:00 a.m. with Commissioners Christopher Brong and Robert Hamlin, Chair, present.

Department Heads presented the following reports:

- Larry Douglass, Public Works Director reported on Engineering, County Road, Planning, Buildings and Ground, and the Wind River Business Park. He told the board that we will contact JT and Gary about Commissioner Brong retaining his county email address, that he will be converting the CAMS systems into 2017, and that he has not heard from the Port regarding the MOU. Larry reported on a slide at mile post 18 on Wind River Road that happened yesterday, just past Dry Creek. Noted that they are keeping a close eye on Sand Hill, and even though moving the road over has helped, it could still be a problem area. The Planning Department would like to request a workshop regarding management planning on January 10, 2017 and Larry asked Korina to make sure Adam could make the scheduled time.

The Board discussed adding Saving Skamania County to the list of Commissioner Assignments. Commissioner Brong moved, seconded by Commissioner Hamlin and motion carried unanimously to add "Saving Skamania County" to the list of Commissioner assignments. The board also talked about other existing assignments to hand over to the incoming Commissioners, such as Medicaid and the Forest Service Collaborative. Commissioner Hamlin noted for the record that is has been a pleasure serving with Commissioner Brong, he appreciates Commissioner Brong's service.

The meeting adjourned at 10:16 am.

**ATTEST:**

**BOARD OF COMMISSIONERS  
SKAMANIA COUNTY, WASHINGTON**

\_\_\_\_\_  
**Commissioner**

\_\_\_\_\_  
**Commissioner**

\_\_\_\_\_  
**Clerk of the Board**

\_\_\_\_\_  
**Commissioner**

Aye \_\_\_\_\_  
Nay \_\_\_\_\_  
Abstain \_\_\_\_\_  
Absent \_\_\_\_\_

**BOARD OF SKAMANIA COUNTY COMMISSIONERS**  
**Minutes for Meeting of January 4, 2017**

The Commissioners business meeting was called to order at 9:30 a.m. January 4, 2017 at the Commissioners' Meeting Room, 240 NW Vancouver Avenue in Stevenson, with Commissioners Richard Mahar, Tom Lannen and Bob Hamlin, Chair present. The meeting opened with the Pledge of Allegiance led by Philip Watness, Skamania County Pioneer News Editor.

Vickie Clelland, Stevenson resident, and Skamania County Treasurer thanked the new Board of Commissioner members for running for Commissioners, and told them she looks forward to working with them for the next four years.

Philip Watness, welcomed the new Board of Commissioners and asked them to serve with courage, conviction and fundamentally represent the public and not be blown by political winds.

Public comment was closed.

Commissioner Hamlin announced the first voucher approval will be on the agenda of the January 10, 2017 meeting.

The meeting adjourned at 9:33 a.m.

**ATTEST:**

**BOARD OF COMMISSIONERS**  
**SKAMANIA COUNTY, WASHINGTON**

\_\_\_\_\_  
**Commissioner**

\_\_\_\_\_  
**Commissioner**

\_\_\_\_\_  
**Clerk of the Board**

\_\_\_\_\_  
**Commissioner**

Aye \_\_\_\_\_  
Nay \_\_\_\_\_  
Abstain \_\_\_\_\_  
Absent \_\_\_\_\_

**RESOLUTION NO. 2017-01**

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
SKAMANIA COUNTY, WASHINGTON  
(Amending Recording Fees)**

**WHEREAS**, the Skamania County Auditor advises the necessity to increase recording costs to comply with RCW 36.18.010

**WHEREAS**, the Skamania County Auditor advises the necessity to increase recording costs for Surveys, Short Plats, Boundary Mylars, and City Plats equal to other Auditor offices in the state of Washington and

**THEREFORE, BE IT RESOLVED**, Effective February 1, 2017 the following changes will be made:

To comply with RCW 36.18.010 all Surveys, Short Plats, Boundary Mylars, and City Plats will be charged a \$25.00 Instrument Filing Fee.

All Surveys, Short Plats, Boundary Mylars, and City Plats will be charged \$157.00 for the first page and \$5.00 for each additional page.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

S E A L

BOARD OF COUNTY COMMISSIONERS  
SKAMANIA COUNTY, WASHINGTON

\_\_\_\_\_  
Chairman

Attest:

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Commissioner

Approved as to form only:

\_\_\_\_\_  
Prosecuting Attorney



**SKAMANIA COUNTY AUDITOR  
ROBERT J. WAYMIRE**

Skamania County Courthouse  
240 NW Vancouver Ave | PO Box 790  
Stevenson, WA 98648  
[www.skamaniacounty.org/auditor](http://www.skamaniacounty.org/auditor)

(509) 427-3730  
Fax (509) 427-3740

Memo

To: Public  
From: Auditor's Office  
Date: 12/28/2016

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**Recording Fees:**

Effective February 1, 2017 the following changes will be made:

- All document type Surveys, Short Plats, Boundary Mylar, and City Plats will be charged \$157.00 for the first page and \$5.00 for each additional page.
- To comply with RCW 36.18.010(7) we will increase the Instrument Filing Fee to \$25.00 for document types Survey, Short Plat, Boundary Mylar, and City Plat.
  - Survey (\$157.00 for 1<sup>st</sup> page + \$5.00 per additional page)
  - Short Plat (\$157.00 for 1<sup>st</sup> page + \$5.00 per additional page)
  - Boundary Mylar (\$157.00 for 1<sup>st</sup> page + \$5.00 per additional page)
  - City Plat (\$157.00 for 1<sup>st</sup> page + \$5.00 per additional page)

If you have any questions please contact Jayne at 509-427-3734 or [borden@co.skamania.wa.us](mailto:borden@co.skamania.wa.us).



**SKAMANIA COUNTY AUDITOR  
RECORDING & FILING  
FEE SCHEDULE  
EFFECTIVE FEBRUARY 1, 2017**

**Standard Fee:**

First Page .....	\$73.00
First Page - For State, County & City Liens & Releases .....	\$33.00
Each Additional Page .....	1.00

**Exceptions: Assignment of Deed of Trust, Resignation & Appointment of Successor Trustee, Appointment of Trustee and Substitution of Trustee.**

1 <sup>st</sup> Page .....	\$15.00
Each Additional Page .....	1.00

**Deed of Trust:**

1 <sup>st</sup> Page .....	\$74.00
Each Additional Page .....	1.00

Non Standard Documents carry a \$50.00 fee in addition to normal recording fees.

Birth/Death Certificates .....	\$33.00
Marriage Dissolution Decree .....	\$33.00

**Employment Security Documents:**

1 <sup>st</sup> Page .....	\$30.00
Each Additional Page .....	1.00

**Report of Military Separation Document Fees are:**

DD 214 .....	No Fee
Request for Exemption from Public Disclosure .....	7.00
Request for Disclosure of Discharge .....	No Fee
Revocation & Re-Designation of Discharge .....	No Fee
Request for Access/Copy of Exempt Discharge .....	No Fee

**Multiple Transaction Documents will be:**

1 <sup>st</sup> Transaction (except above listed exceptions) .....	\$73.00
Each additional Transaction Title .....	\$73.00
Each additional Page .....	1.00

**UCC Filings (National Form Accepted)**

1 <sup>st</sup> Page .....	\$73.00
Each Additional Page .....	1.00
Multiple Transaction Filings (for each transaction) .....	73.00
Termination Filings .....	73.00

**Plats – Surveys – Short Plats – Condo – BSP**

Plat, Survey, Short Plat, Boundary Mylar, City Plat 1 <sup>st</sup> Page .....	\$157.00
Each Additional Page .....	5.00

**County Issued Licenses**

Marriage License .....	\$68.00
Process Server .....	10.00

**Copy Requests and Miscellaneous Fees:**

Certified Copy 1 <sup>st</sup> Page .....	\$3.00
Regular Copy 1 <sup>st</sup> Page .....	1.00
Each Additional Page .....	1.00
Map Copy 1 <sup>st</sup> Page.....	5.00
Each Additional Page.....	3.00
Search of Records (Per Hour – 1 hour minimum) .....	8.00

**RESOLUTION 2017-02**

**(DISSOLVING DEBT SERVICE FUND, SKAMANIA COUNTY BOND ANTICIPATION  
NOTE REDEMPTION FUND, 2012)**

**WHEREAS**, the Board of Commissioners of Skamania County by Resolution 2012-38, approved on June 19, 2012, the issuance of a Limited Tax General Obligation Bond Anticipation Note of the County in the principal amount of \$2,500,000.00 evidencing a bank loan for the purpose of providing funds to support County operations; and

**WHEREAS**, the Board of Commissioners of Skamania County by Resolution 2012-40 created within the Debt Service Fund, the SKAMANIA COUNTY BOND ANTICIPATION NOTE REDEMPTION FUND, 2012 for the purpose of paying the principal and interest on the "Note"; and

**WHEREAS**, the Board of Commissioners of Skamania County approved Resolution 2015-60, Adoption of the 2016 Skamania County Budget on December 22, 2015 which authorized an operating transfer from the Current Expense Fund (0010.370) to the "Note fund" to pay the Note in full; and

**WHEREAS**, the Board of Commissioners of Skamania County in their regular meeting on April 12, 2016, paid the Note in full together with interest and principal to Umpqua Bank; and

**WHEREAS**, there is no longer a need for a Debt Service Fund for the SKAMANIA COUNTY BOND ANTICIPATION NOTE REDEMPTION FUND, 2012; and

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Commissioners of Skamania County hereby notifies the Skamania County Treasurer that the SKAMANIA COUNTY BOND ANTICIPATION NOTE REDEMPTION FUND (2010.000) , 2012 within the Skamania County Debt Services Fund be dissolved.

**PASSED IN REGULAR SESSION this 10<sup>th</sup> day of January, 2017.**

**BOARD OF COMMISSIONERS  
SKAMANIA COUNTY, WASHINGTON**

\_\_\_\_\_

**Chairman**

\_\_\_\_\_

**Commissioner**

\_\_\_\_\_

**Commissioner**

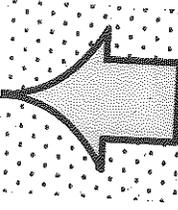
**ATTEST:**

\_\_\_\_\_  
Clerk of the Board

**APPROVED AS TO FORM ONLY:**

\_\_\_\_\_  
Prosecuting Attorney

For \_\_\_\_\_  
Absent \_\_\_\_\_  
Abstain \_\_\_\_\_  
Nay \_\_\_\_\_





NOTICE OF LIQUOR LICENSE APPLICATION

WASHINGTON STATE LIQUOR AND CANNABIS BOARD

License Division - 3000 Pacific, P.O. Box 43075

Olympia, WA 98504-3075

Customer Service: (360) 664-1600

Fax: (360) 753-2710

Website: <http://lcb.wa.gov>

TO: SKAMANIA COUNTY COMMISSIONERS

RETURN TO: [localauthority@sp.lcb.wa.gov](mailto:localauthority@sp.lcb.wa.gov)

RE: CHANGE OF LOCATION APPLICATION

DATE: 12/29/16

from SIMPERS FAMILY ESTATE  
9491 COOK UNDERWOOD RD  
UNDERWOOD WA 98651-9188

APPLICANTS:

SIMPERS FAMILY ESTATE, LLC

SIMPERS, BRENDAN PATRICK  
1985-11-14

WHITE, TARNNA ANN  
(Spouse) 1984-12-10

License: 410997 - 6A County: 30

UBI: 603-285-552-001-0002

Tradename: WILLOW WINE CELLARS

New Loc: 10481 COOK UNDERWOOD RD  
UNDERWOOD WA 98651-9162

Phone No.: 541-400-8613 BRENDAN SIMPERS

Privileges Applied For:  
DOMESTIC WINERY < 250,000 LITERS

As required by RCW 66.24.010(8), the Liquor and Cannabis Board is notifying you that the above has applied for a liquor license. You have 20 days from the date of this notice to give your input on this application. If we do not receive this notice back within 20 days, we will assume you have no objection to the issuance of the license. If you need additional time to respond, you must submit a written request for an extension of up to 20 days, with the reason(s) you need more time. If you need information on SSN, contact our CHRI desk at (360) 664-1724.

- |                                                                                                                                                                                               | YES                      | NO                       |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|
| 1. Do you approve of applicant? .....                                                                                                                                                         | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Do you approve of location? .....                                                                                                                                                          | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. If you disapprove and the Board contemplates issuing a license, do you wish to request an adjudicative hearing before final action is taken? .....                                         | <input type="checkbox"/> | <input type="checkbox"/> |
| (See WAC 314-09-010 for information about this process)                                                                                                                                       |                          |                          |
| 4. If you disapprove, per RCW 66.24.010(8) you MUST attach a letter to the Board detailing the reason(s) for the objection and a statement of all facts on which your objection(s) are based. |                          |                          |

DATE

SIGNATURE OF MAYOR,CITY MANAGER,COUNTY COMMISSIONERS OR DESIGNEE





# Levy Certification

Submit this document to the county legislative authority on or before November 30 of the year preceding the year in which the levy amounts are to be collected and forward a copy to the assessor.

In accordance with RCW 84.52.020, I, Timothy Young,  
(Name)

Commission Chair, for Skamania Fire Dist #4, do hereby certify to  
(Title) (District Name)

the Skamania County legislative authority that the Board of Commissioners  
(Name of County) (Commissioners, Council, Board, etc.)

of said district requests that the following levy amounts be collected in 2017 as provided in the district's  
(Year of Collection)

budget, which was adopted following a public hearing held on 11-10-16:  
(Date of Public Hearing)

Regular Levy: \$330,299.41  
(State the total dollar amount to be levied)

Excess Levy: \$0  
(State the total dollar amount to be levied)

Refund Levy: \$0  
(State the total dollar amount to be levied)

Signature: Timothy Young

Date: 12-22-16

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Ordinance / Resolution No. 2016-03  
RCW 84.55.120

WHEREAS, the COMMISSONERS of SKAMANIA CO. FIRE #4 has met and considered  
(Governing body of the taxing district) (Name of the taxing district)  
its budget for the calendar year 2017; and,

WHEREAS, the districts actual levy amount from the previous year was \$ 301,643.15; and,  
(Previous year's levy amount)

WHEREAS, the population of this district is  more than or  less than 10,000; and now, therefore,  
(Check one)

BE IT RESOLVED by the governing body of the taxing district that an increase in the regular property tax levy is hereby authorized for the levy to be collected in the 2017 tax year.  
(Year of collection)

The dollar amount of the increase over the actual levy amount from the previous year shall be \$ 24,153.26 which is a percentage increase of 8 % from the previous year. This increase is exclusive of  
(Percentage increase)

additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, solar, biomass, and geothermal facilities, and any increase in the value of state assessed property, any annexations that have occurred and refunds made.

Adopted this 22<sup>nd</sup> day of December, 2016.

[Handwritten Signature]  
[Handwritten Signature]  
[Handwritten Signature]

TIMOTHY YOUNG, CHAIR  
DENNIS GOGOLSKI  
ROBERT ROHKICK

If additional signatures are necessary, please attach additional page.

This form or its equivalent must be submitted to your county assessor prior to their calculation of the property tax levies. A certified budget/levy request, separate from this form is to be filed with the County Legislative Authority no later than November 30<sup>th</sup>. As required by RCW 84.52.020, that filing certifies the total amount to be levied by the regular property tax levy. The Department of Revenue provides the "Levy Certification" form (REV 64 0100) for this purpose. The form can be found at: <http://dor.wa.gov/docs/forms/PropTx/Forms/LevyCertf.doc>.

To ask about the availability of this publication in an alternate format, please call 1-800-647-7706. Teletype (TTY) users may use the Washington Relay Service by calling 711. For tax assistance, call (360) 534-1400.



COMMISSIONER'S AGENDA ITEM COMMENTARY

<b><u>SUBMITTED BY</u></b>	Public Works	 Signature
<b><u>AGENDA DATE</u></b>	Department 1/10/2017	
<b><u>SUBJECT</u></b>	Supplement for Consultant Contract for Bridge Painting Project	
<b><u>ACTION REQUESTED</u></b>	Approve Supplement Contract with Integrity Structural Engineering	

**SUMMARY/BACKGROUND**

In December 2015 Public Works entered into a consultant contract with Integrity Structural Engineering for services on Hatchery Bridge Painting Contract. That contract was for Phase One of the project which consisted of preliminary engineering phase. We have now awarded the project to a contractor and are moving into Phase Two, the construction phase.

**FISCAL IMPACT**

Skamania County received \$966,449 in BRAC funding for the painting and seismic analysis of Hatchery Bridge. This supplemental will increase the total of the contract to \$329,017.82, the construction phase of this contract is 100% funded thru this grant.

**RECOMMENDATION**

That Skamania County sign supplemental agreement for Consultant Services Contract with Integrity Structural Engineering for BRAC funded Hatchery Bridge Painting Project CRP 2015-01.

**LIST ATTACHMENTS**

- Contract Face Sheet
- Local Agency Consultant Agreement (3)
- Exhibit A-3 Construction Estimate (3)



<b>Supplemental Agreement Number <u>1</u></b>		Organization and Address Integrity Structural Engineering PLLC 4124 Interlake Ave. N. Seattle, WA. 98103	
Original Agreement Number CRP 2015-01 (TA-5792)		Phone: 206-547-1379	
Project Number BHOS-30AC(001)	Execution Date 1/10/2017	Completion Date 1/31/2018	
Project Title Hatchery Bridge Painting Project	New Maximum Amount Payable <b>\$ 329,017.82</b>		
Description of Work Phase 2 which consists of the "Construction Engineering Support Services" phase which is outlined in the original contract Exhibit A-1 Scope of Work for engineering Services.			

The Local Agency of Skamania County  
desires to supplement the agreement entered into with Integrity Structural Engineering  
and executed on 1/10/2017 and identified as Agreement No. CRP 2015-01 (TA-5792)  
All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

**I**

Section 1, SCOPE OF WORK, is hereby changed to read:

N/A

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**II**

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: January 31, 2018

**III**

Section V, PAYMENT, shall be amended as follows:

Costs associated with construction engineering for the Hatchery Bridge Painting Project as identified in Exhibit A-3 dated August 29, 2016.

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the appropriate spaces below and return to this office for final action.

By: Ken Wilson, Integrity Structural Engineering,

By: Chairman of the Board of Commissioners

\_\_\_\_\_  
Consultant Signature

\_\_\_\_\_  
Approving Authority Signature

\_\_\_\_\_  
Date

COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number: PO#3000118876  
2. Contract Status: (Check appropriate box)  Original  Renewal  Amendment

3. Contractor Information: Contractor: Pacificorp  
Contact Person: Kimberly McCune  
Title:  
Address: 825 NE Multnomah St, Suite 1500  
Address: Portland, OR 97232  
Phone: 503-813-6078, FAX 503-813-6633

4. Brief description of purpose of the contract and County's contracted duties:  
Provide law enforcement services upon & adjacent to PacifiCorp property .  
5. Term of Contract: From 5/1/13 thru 12/31/17

6. Contract Award Process: (Check appropriate box)  
General Purchase of materials, equipment or supplies - RCW 36.32.245 & 39.04.190

Exempt (Purchase is \$2,500 or less upon order of the Board of Commissioners  
 Informal Bid Process (Formal Quotes between \$2,500 and \$25,000)  
 Formal Sealed Bid Process (Purchase is over \$25,000)  
 This contract was awarded under RCW \_\_\_\_\_ or Skamania County Code \_\_\_\_\_  
Please provide a summary of the competitive process by which this contract was awarded  
Or the exemption and why it applies.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Public Works Construction & Improvements Projects -- RCW 36.32.250 & 39.04.155 (Public Works, B&G, Capital Improvements Only)

Small Works Roster (PW projects up to \$200,000)  
 Exempt (PW projects less than \$10,000 upon order of the Board of Commissioners)

7. Budget Committed in Current Year: \$52,126.00  
Amount Not Budgeted in Current Year \$ Source:  
Total Non-County Funds Committed: \$52,126.00 Source: PacifiCorp  
Total County Funds Committed: \$  
TOTAL FUNDS COMMITTED: \$52,126.00 (for 5th of 5 years)

8. County Contact Person: Name:  
Title: Sheriff

9. Department Approval:   
Department Head or Elected Official Signature

10. Special Comments: \_\_\_\_\_  
\_\_\_\_\_

**COMMISSIONER'S AGENDA ITEM COMMENTARY**

<b><u>SUBMITTED BY</u></b>	Sheriff's Office	
	Department	Signature
<b><u>AGENDA DATE</u></b>		
<b><u>SUBJECT</u></b>	PacifiCorp Contract	
<b><u>ACTION REQUESTED</u></b>	_____ Authorize contract	

**SUMMARY/BACKGROUND**

Provide law enforcement services on & adjacent to PacifiCorp property.

**FISCAL IMPACT**

\$52,126.00 contract for 2017

**RECOMMENDATION**

Sign contract.

**LIST ATTACHMENTS**

Contract & Scope of Work  
Face Sheet

**CONTRACT FOR LAW ENFORCEMENT SERVICES  
PACIFICORP**

**THIS CONTRACT**, by and between the **COUNTY OF SKAMANIA**, a legal subdivision of the State of Washington, hereinafter referred to as "County," and PacifiCorp, an Oregon corporation.

**WITNESSETH:**

**WHEREAS**, PacifiCorp owns and operates the Swift No. 1, Yale, and Merwin Hydroelectric Projects on the North Fork Lewis River (together the "Lewis River Projects") under Federal Energy Regulatory Commission ("FERC") licenses issued June 26, 2008; and

**WHEREAS**, those FERC licenses include a Settlement Agreement (dated November 30, 2004) among PacifiCorp, Cowlitz PUD, and twenty-five other interested parties; and

**WHEREAS**, in accordance with the Settlement Agreement, PacifiCorp agreed to fund certain law enforcement activities in and around the Lewis River Projects; and

**WHEREAS**, PacifiCorp desires to contract with County for County to provide certain law enforcement services upon PacifiCorp property in and around the Lewis River Projects in fulfillment of its obligations to Skamania County under Section 13,2.1 of the Settlement Agreement; and

**WHEREAS**, County desires to perform law enforcement services for PacifiCorp as set forth below.

**NOW, THEREFORE, it is agreed as follows:**

1. County agrees to provide law enforcement services upon and adjacent to PacifiCorp property in accordance with **Exhibit A**, "Scope of Work", attached hereto and by this reference incorporated herein.
2. The term of this Contract shall be five (5) years beginning on May 1, 2013 and ending December 31, 2017. Upon the written consent of both parties, this Contract can be extended for a period of one (1) year. This Contract may also be terminated by the consent of both parties at any time, or by either party for any reason upon 180 days written notice.
3. County will provide PacifiCorp with activity reports at the conclusion of the recreation season and no later than November 15<sup>th</sup> of each year. Activity reports for major incidents will be sent within seven (7) days of occurrence. Such reports shall include the number and types of reported complaints, the number and types of arrests/citations made pursuant to this Contract, and any other information relevant to reporting criminal activity within and adjacent to

PacifiCorp's property.

4. Except as provided in the Scope of Work, all material needed to perform this Contract shall be provided by County. Such material includes, but is not limited to, vehicles, weapons, communication equipment and such other supplies needed by law enforcement agency to carry out its normal functions.
5. County shall have exclusive control of the Sheriff's Office personnel, and sole responsibility for their compensation. County shall also have exclusive control of the day-to-day law enforcement operations in fulfilling this Contract, but the parties do agree to consult with one another, as needed, to discuss times and places where routine patrols may be needed.
6. County shall not permit or allow the introduction or use of any illegal drugs or intoxicating liquor by any officer during the performance of any service under this Contract. In the event that PacifiCorp reasonably determines that any County officer is incompetent, insubordinate, careless, disorderly or is in violation of the immediately preceding sentence, PacifiCorp shall have the right to request that County immediately remove such officer from the Lewis River Hydroelectric Projects and, if requested by PacifiCorp, County shall ensure that such officer shall not be utilized thereafter for the performance of any services under this Contract.
7. PacifiCorp agrees to cooperate fully with County in the performance of this Contract and to furnish County with any information available to PacifiCorp, which County may require in the course of the performance of this Contract.
8. County covenants that it is an equal opportunity employer.
9. INSURANCE. County certifies that it is a member of the Washington Counties Risk Pool (the "Pool"), as provided by RCW 48.62.031, and that it is covered by the Pool's Joint Self-Insurance Liability Policy. Claims submitted under Chapter 4.96 RCW ("Actions against political subdivisions, municipal and quasi-municipal corporations") against County, its employees, officers, volunteers and agents and/or actions in connection with or incidental to the performance of this Contract which County and/or its employees, officers, volunteers and agents are found to be liable for will be paid by the Pool and/or County.
10. County acknowledges that, pursuant to the terms of this contract, County is totally responsible for the acts and omissions of its officers, officials and employees, and is responsible as an independent contractor for the safety of all persons and property in performing pursuant to this Contract. County assumes the risk of all damages, loss, costs, penalties and expenses and agrees to indemnify, defend and hold harmless PacifiCorp, its officers, officials and employees, on account of any claim, suit or legal action made or brought against PacifiCorp for the death or injury to persons (including County employees) or damage to property involving County, arising out of any act or omission of County or any County employee in the performance of services performed hereunder. This indemnification extends to the officials, officers and employees of PacifiCorp and also includes attorney's fees and the cost of establishing the right to indemnification herein in favor of PacifiCorp. This indemnification does not extend to injuries or damages caused by the negligence of PacifiCorp.

11. All liabilities for salaries, wages and other compensation, injury, sickness, liability to the public for intentional or negligent acts including but not limited to liability incurred by reason of false arrest or civil rights actions brought regarding law enforcement functions hereunder shall be that of County.
12. PacifiCorp acknowledges that pursuant to the terms of this contract, PacifiCorp is totally responsible for the acts or omissions of its own officials, officers and employees. PacifiCorp assumes the risk of all damages, loss, costs and penalties, and agrees to indemnify, defend and hold harmless County, its officers, officials and employees from and against any and all liability which may accrue to or be sustained by County on account of any claim, suit or legal action made or brought against County or its officers, officials and employees, for the death or injury to persons (including PacifiCorp employees) or damage to property involving PacifiCorp, arising out of any act or omission of PacifiCorp or any PacifiCorp employees in the performance of law enforcement services. This indemnification extends to the officers, officials, and employees of County and also includes attorney's fees and the cost of establishing the right to indemnification hereunder in favor of County. This indemnification does not extend to injuries or damages caused by the negligence of County.
13. If any suit or action is filed by any party to enforce or interpret a provision of this Contract or otherwise with respect to the subject matter of this Contract, the prevailing party shall be entitled, in addition to other rights and remedies it might have, to reimbursement for its expenses incurred with respect to such suit or action, including court costs and reasonable attorney's fees.
14. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS CONTRACT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.
15. Business Ethics. County, its employees, officers, agents, representatives and Subcontractors shall at all times maintain the highest ethical standards and avoid conflicts of interest in the performance of County's obligations under this Contract. In conjunction with its performance of the Scope of Work, County and its employees, officers, agents and representatives shall comply with, and cause its subcontractors and their respective employees, officers, agents and representatives to comply with, all applicable laws, statutes, regulations and other requirements prohibiting bribery, corruption, kick-backs or similar unethical practices including, without limitation, the United States Foreign Corrupt Practices Act, and the PacifiCorp Code of Business Conduct. Without limiting the generality of the foregoing, County specifically represents and warrants that neither County nor any subcontractor employees, officers, representatives or other agents of County have made or will make any payment, or have given or will give anything of value, in either case to any government official (including any officer or employee of any governmental authority) to influence his, her, or its decision or to gain any other advantage for PacifiCorp or County in connection with the work to be performed hereunder. County shall maintain and cause to be maintained effective accounting procedures and internal controls necessary to record all expenditures in connection with this Contract and to verify County's compliance with this provision. PacifiCorp shall be permitted to audit such records as reasonably

necessary to confirm County's compliance with this provision. County shall immediately provide notice to PacifiCorp of any facts, circumstances or allegations that constitute or might constitute a breach of this provision and shall cooperate with PacifiCorp's subsequent investigation of such matters. County shall indemnify and hold PacifiCorp harmless from all fines, penalties, expenses or other losses sustained by PacifiCorp as a result of County's breach of this provision. The Parties specifically acknowledge that County's failure to comply with the requirements of this provision shall constitute a condition of default under this Contract.

16. In the event of invalidity of any provision of this Contract, the remaining provisions shall nevertheless continue to be valid and enforceable.
17. As consideration for these services, PacifiCorp shall pay County in accordance with Exhibit A, "Scope of Work". Warrants shall be payable to the Skamania County Treasurer within 30 days of billing. County will submit monthly invoices stating actual time spent on Contract by Sheriff's personnel. Total annual billings shall not exceed the NTE costs in Exhibit A, "Scope of Work".
18. This Contract is the entire agreement between the parties and supersedes all previous agreements or understandings between them. This Contract may be modified only in writing, provided both parties have signed the amended document.
19. This Contract shall be governed by and construed under the laws of the State of Washington, and any action brought to enforce the terms of this Contract shall be brought in a court of competent jurisdiction located in Skamania County.
20. Copies of this Contract shall be filed with the Skamania County Auditor.
21. This Contract shall take effect immediately after it has been executed and copies filed as set forth in the preceding paragraph.

IN WITNESS WHEREOF, COUNTY has caused this Contract to be duly executed on its behalf, and thereafter PACIFICORP has caused the same to be duly executed on its behalf.

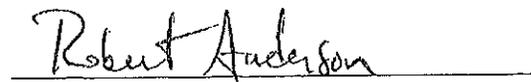
DATED: March 12, 2013

**PACIFICORP**  
An Oregon CORPORATION

  
Mark Sturtevant, Director, Hydro Resources

2/26/2013  
Date

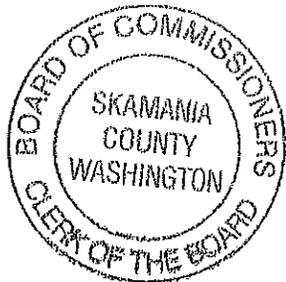
**BOARD OF COMMISSIONERS**  
SKAMANIA COUNTY, WASHINGTON

  
Chairman

3/12/13  
Date

C. Brown  
Commissioner

3/12/13  
Date



[Signature]  
Commissioner

3/12/13  
Date

[Signature]  
David S. Brown, Skamania County Sheriff

\_\_\_\_\_  
Date

**ATTEST:**

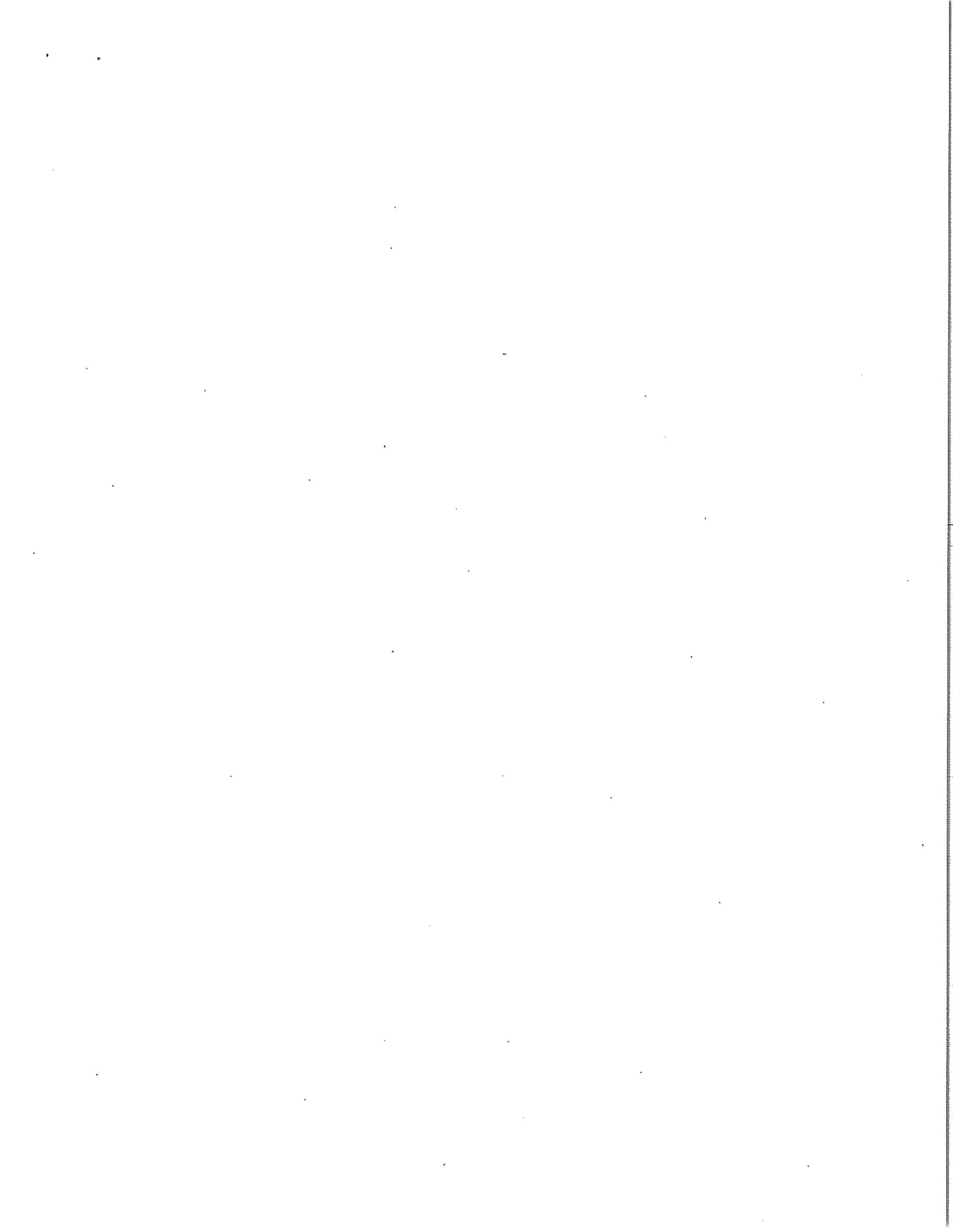
[Signature]  
Skamania County  
Clerk of the Board

3/12/13  
Date

**APPROVED AS TO FORM ONLY:**

[Signature]  
Skamania County Prosecuting Attorney

3/11/13  
Date



**Lewis River Implementation – Law Enforcement**  
**SCOPE OF WORK - Exhibit A**  
**Skamania County Sheriff Department**

**Goal of Law Enforcement Contract:**

The goal of this Law Enforcement Contract is to augment land- and marine-based traditional law enforcement activities and patrols in the North Fork Lewis River Basin. Such traditional enforcement is provided by state and local government as part of their responsibilities to protect public health, safety, welfare, and natural resources. Additional activities will be limited to the vicinity of the Lewis River Projects in the North Fork Lewis River Basin, provided that some patrols may be necessary to protect reintroduced fish species (and bull trout) during their migration and spawning in the mainstem and tributaries of the Lewis River.

**Work Scope (Roles and Responsibilities):**

**1.) Land Patrols**

Purpose:

Provide patrols of PacifiCorp's public access sites, provide safety for Project personnel (including any Company concessionaire employees) and general public, and protect fish and wildlife and cultural resources.

Description:

Within County's jurisdiction, provide frequent patrols of PacifiCorp's Lewis River Project lands. In general this area includes lands surrounding the three project reservoirs and includes over 13,000 acres of Company owned lands. Roads included but not limited to are: HWY 503, Forest Road 90, IP Road, Buncombe Hollow Road, and river access points from Woodland, Washington to above the Swift Camp area. Of primary interest are Project access roadways, open-access areas near hydroelectric projects (e.g. Swift Plunge Pool), recreation sites (both formal and informal), and wildlife management areas (see attached PacifiCorp ownership map). Secondary areas include public areas within the Lewis River Basin but outside the Lewis River Projects where there is access to sensitive aquatic and terrestrial habitats and fish acclimation pond sites.

Expectations:

- Lewis River Project areas within County boundaries will be visited during each patrol; priority will be given to areas/sites of concern as follows:
  - Lewis River Recreation Sites
    - Formal sites
    - Dispersed shoreline sites accessible by land based vehicle
  - Access points to Company lands
  - River/Reservoir Access points
  - Reservoir drawdown zones
  - Known locations of fish poaching, especially for bull trout
  - Specific locations shall be determined by Company

- Law enforcement services requested include:
  - Enforcing any unlawful activity
  - Enforcing trespass
  - Enforcing un-authorized motor vehicles on Company lands
  - Enforcing poaching (fish and game laws on Company lands)
  - Enforcing any illegal taking of specialty wood products (e.g. Salal, ferns, etc.)
  - Enforcing protection of cultural resources
  
- County will be vigilant about policing illegal artifact collecting when conducting patrols in the Projects and will pursue prosecution of individuals found to be repeatedly engaged in artifact collecting; and, in coordination with PacifiCorp's Security Manager and Cultural Resource Coordinator, will collect evidence and bring legal charges.
  
- Ample time will be spent by officers in Project areas to make local residents and visitors aware that law enforcement officers are in the vicinity.
  
- To extent possible, and to maintain a familiar presence and working relationships, County will designate officers to work the Project areas on a consistent basis.
  
- To the extent possible, County will advise PacifiCorp Energy's Production Manager or designee of County's general patrol schedule on a weekly basis.
  
- County will advise Merwin Hydro Control Center of patrol hours on a daily basis. Enforcement officers must report in to Control Center upon start and end of patrols. A PacifiCorp radio must be with the officer while patrolling Project area.

Time frame:

Focus is on recreation season (May through October); however, periodic patrols should occur outside recreation season.

Timing of patrols should coincide with time of greatest public use; however periodic patrols should occur during other periods (i.e. 5 PM to 2 AM to address poaching and ATV trespass).

**2.) Water Patrols**

Purpose:

Maintain public safety on PacifiCorp's three Project reservoirs and associated boat-in recreation sites. Enforce both marine and land based laws to protect the public, fish and wildlife and cultural resources.

Description:

County is to provide patrols on PacifiCorp's Hydroelectric Project reservoirs. Patrols are to enforce marine and land resource laws, maintain security and public safety

especially between log booms and hydroelectric facilities, and enforce state law and County ordinances for dispersed shoreline use.

Expectations:

- During reservoir patrols the entire reservoir will be visited
- When possible, County and Washington Department of Fish and Wildlife (WDFW) shall coordinate so that respective enforcement agents participate in a single patrol.
- Priority will be given to areas/sites of concern as follows:
  - Reservoir open water
  - Dispersed shoreline sites accessible by boat
  - Access points to Company lands
  - Specific locations as determined by Company
- Law enforcement services requested include:
  - Enforcing any unlawful activity
  - Enforcing trespass
  - Enforcing un-authorized motor vehicles on Company lands
  - Enforcing poaching (fish and game laws on Company lands)
  - Enforcing any illegal taking of specialty wood products
  - Enforcing protection of cultural resources
- Ample time will be spent by officers in Project areas to make local residents and visitors aware that law enforcement officers are in the vicinity.
- Officers will take advantage of opportunities to educate the public on marine laws and boater safety.
- To the extent possible, and to maintain a familiar presence and working relationships, County will designate officers to work the Project areas on a consistent basis.
- To the extent possible, County will advise PacifiCorp Energy's Production Manager or designee of County's general patrol schedule on a weekly basis.
- County will advise Merwin Hydro Control Center of County's patrol hours on a daily basis. Enforcement officers must report in to Control Center upon start and end of patrols. A PacifiCorp radio must be with officer while patrolling Project area.

Time frame:

Focus is on recreation season (May through October); however, periodic patrols should occur outside recreation season. Period of exception is during times when boat launches are not available due to reservoir drawdown or launch maintenance.

- Timing and frequency of patrols is to be based on greatest public use (typically Friday through Sundays and holidays); however periodic patrols should occur during other periods.

### **3) Patrols of areas of special significance**

On occasion PacifiCorp may request patrols of areas that have special significance (e.g., bull trout spawning areas or known bull trout concentrations). Typically, County will incorporate such requests into normally scheduled operations such that cost to the Company is not increased. If an extraordinary request outside the boundaries of service defined in this SOW will result in additional expense to PacifiCorp under this Contract, County will inform Company of such expense prior to its occurrence.

### **4) General Roles and Responsibilities**

- In general, 40 man-hours of patrol per week will be provided during the recreation season (May through October). A variation from this amount is allowable for special operations per agreement with PacifiCorp (Lewis Hydro Project Production Manager or designee).
- If PacifiCorp observes an emergency situation that requires law enforcement, Company representatives will contact 911 who will then dispatch appropriate services.
- As needed, County may dispatch additional resources.
- If needed, office space and communication (computer with email access, telephone, fax, etc.) can be provided at Merwin Headquarters in Ariel, Washington.
- County will provide PacifiCorp' Lewis Hydroelectric Project Production Manager or designee timely reports (within 24 hours verbal or email) relating to incidents or crimes that have occurred on PacifiCorp lands or areas of interest. Such reports will be general in nature and not contain sensitive information. County will provide PacifiCorp a copy of the detailed police report when it becomes available. County will also provide to PacifiCorp an end of season report summarizing activities and noting any areas-issues of concern. At any time where it is determined that PacifiCorp may potentially be involved in the prosecution of crimes, a monthly report will be provided.
- Upon request of PacifiCorp and provided no scheduling conflict, patrol officers will attend periodic Project Production meetings, resource meetings with Lewis River Settlement Agreement parties, or other meetings where such participation and consultation would be of value.

- Upon request of PacifiCorp, County will provide input on PacifiCorp's strategies-actions to improve public/personal safety, minimize natural resource damages, and reduce other unlawful activities.
- Respond to dangerous, problem, and nuisance wildlife complaints.

**5. Equipment use and Expenses:**

a.) Patrol Vehicle

To meet its obligation in the Lewis River Settlement Agreement to provide necessary equipment, PacifiCorp has reimbursed County for County's purchase of a patrol vehicle and associated equipment. This vehicle is used to perform work identified in this SOW. Any time this vehicle is used for non-PacifiCorp patrols, County will pay all related vehicle costs. County will be responsible for all operations and maintenance (O&M) of vehicle including licensing, etc. PacifiCorp will pay 50% of the replacement costs of future vehicle purchases agreed to by the parties. PacifiCorp's contribution for replacement will be based on current County Equipment Replacement Rates. PacifiCorp will reimburse County's mileage at the rate specified in paragraph 5(c), below.

b.) Patrol Boat

PacifiCorp will reimburse County for County's operations and maintenance of a-patrol boat suitable for use on Lewis River Project reservoirs and the Lewis River downstream of Merwin dam. County will purchase and install needed equipment, and will be responsible for ongoing O&M. County will not use the boat outside the Lewis River basin without the agreement of PacifiCorp. The boat may be made available to PacifiCorp and Washington Department of Fish and Wildlife provided that County personnel operate the boat.

**Schedule:**

Milestone	Date
Implement Patrols	May 1, 2013
Annual Coordination Meeting	When Scheduled

(c) Cost:

The following table identifies the not to exceed (NTE) cost for year 2013 of this Contract. County shall invoice its costs on a monthly basis based on actual costs and accrual rates specified below. PacifiCorp and the County will each year, by amendment to the Contract as initiated by the County, modify upcoming year's personnel and O&M costs as needed.

Personnel - Annual	NTE Cost (2013)
1 FTE Deputy 40 hours per week for 6 months	\$41,559.00
Training	\$2,000.00
Overtime (estimated at 60 hours @ \$62.85 per hour)	\$3,771.00

<b>Equipment – Annual Costs</b>	<b>NTE Cost (2013)</b>
Uniforms/Personal	\$275.00
Patrol vehicle replacement	\$3,310.00
Patrol boat (includes marine patrol equipment)	
<b>Equipment – O&amp;M</b>	<b>NTE Cost (2013)</b>
Mileage: 12,000 miles @ \$.20 per mile	\$2,400.00 (1)
Patrol boat (actual operations cost)	\$1,500.00
Fuel Estimate (1,330 gallons @ \$4.00 a gallon)	\$5,320.00
	<b>Total NTE Cost (2013)</b>
	\$ 60,135.00
Notes:	
	(1) Mileage not reimbursable for non-PacifiCorp patrols or enforcement

**(d) Billing Address:**

Invoices for services, equipment and reimbursable expenses will be sent to PacifiCorp as follows:

PacifiCorp Energy  
 Attn: Kimberly McCune  
 825 NE Multnomah St.  
 Suite 1500  
 Portland, OR 97232

Phone: 503.813.6078  
 Facsimile: 503.813.6633

Payments will be made on a Net-30 day basis and in accordance with Section 17 of the Contract.



EXECUTED on the day and year first written below.

SKAMANIA COUNTY SHERIFF

BOARD OF COUNTY  
COMMISSIONERS, Skamania Co., WA



David S. Brown, Sheriff

Date: 12.29.14

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

Approved as to form:

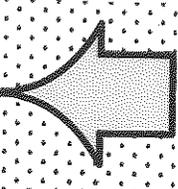
ATTEST:

\_\_\_\_\_  
Prosecuting Attorney

\_\_\_\_\_  
Clerk to the Board

Address for Notice:

David S. Brown, Sheriff  
Skamania County Sheriff's Office  
Post Office Box 790  
Stevenson, WA 98648





**PacifiCorp Procurement**  
 825 NE Multnomah Street, Suite 1800  
 Portland, Oregon 97232

# Purchase Order

<b>Shipping Address</b>
PacifiCorp Merwin Control Center 105 Merwin Village Ct ARIEL WA 98603
<b>Vendor Address</b>
SKAMANIA COUNTY SHERIFFS OFFICE PO BOX 790 STEVENSON WA 98648 USA Attention: MARLEA MCKENZIE Vendor Phone: (509) 427-7901 Vendor Fax:
<b>Billing Address</b>
PacifiCorp Accounts Payable Department P.O. Box 3040 Portland, OR 97208 - 3040
When an alternative Billing Address is preferred, it will be noted below.

<b>Information</b>	
<b>P.O. Number</b>	3000118876
<b>Date</b>	12/28/2016
<b>Vendor No.</b>	143344
<b>Payment Terms Description</b>	NET 30
<b>Buyer</b>	Jeffery Sloan
<b>Phone</b>	(801) 220-4663
<b>Fax</b>	(801) 220-3173
<b>Delivery Date</b>	12/31/2017
<b>Inco Terms Description</b>	N/A
<b>Inco Terms (Part X)</b>	N/A
<p>Show the Purchase Order Number on all packages, invoices, bills of lading and correspondence. Send invoices to Accounts Payable Department. Notify buyer immediately: (1) if unable to ship or deliver on dates specified below or (2) when description is incorrect or superseded. Any refund checks must be sent to the following address and not to individual employees.</p> <p><b>PacifiCorp</b>  <b>PO Box 5504</b>  <b>Portland, OR 97208-5504</b></p>	

**Shipping Instructions:**  
**Currency: USD**  
 Valid From: 01/01/2017 To: 12/31/2017

Item	Material/Description	Quantity	UM	Net Price	Per	UM	Net Amount
10	Skamania Co Law Enforce - 2017 Scope of Work Attached	1.00	SVC	52,126.00	1	SVC	52,126.00
	Mail invoices to:  Kim McCune PacifiCorp 825 NE Multnomah St., Suite 1500 Portland, OR 97232						
<b>Total Net Value</b>						USD	52,126.00

Vendor shall furnish the Goods and Services specified above in accordance with this Purchase Order, including the provisions set forth on the face hereof and any other provisions attached to, incorporated into, or otherwise made a part of this Purchase Order.

**Lewis River Implementation – Law Enforcement  
SCOPE OF WORK (2017) - Exhibit A  
Skamania County Sheriff Department**

**Goal of Law Enforcement Contract:**

The goal of this Law Enforcement Contract is to augment land- and marine-based traditional law enforcement activities and patrols in the North Fork Lewis River Basin. Such traditional enforcement is provided by state and local government as part of their responsibilities to protect public health, safety, welfare, and natural resources. Additional activities will be limited to the vicinity of the Lewis River Projects in the North Fork Lewis River Basin, provided that some patrols may be necessary to protect reintroduced fish species (and bull trout) during their migration and spawning in the mainstem and tributaries of the Lewis River.

**Work Scope (Roles and Responsibilities):**

**1.) Land Patrols**

Purpose:

Provide patrols of PacifiCorp's public access sites, provide safety for Project personnel (including any Company concessionaire employees) and general public, and protect fish and wildlife and cultural resources.

Description:

Within County's jurisdiction, provide frequent patrols of PacifiCorp's Lewis River Project lands. In general this area includes lands surrounding the three project reservoirs and includes over 13,000 acres of Company owned lands. Roads included but not limited to are: HWY 503, Forest Road 90, Forest Road 83, IP Road, and river access points from Woodland, Washington to above the Swift Camp area. Of primary interest are Project access roadways, open-access areas near hydroelectric projects (e.g. Swift Plunge Pool), recreation sites (both formal and informal), and wildlife management areas (see attached PacifiCorp ownership map). Secondary areas include public areas within the Lewis River Basin but outside the Lewis River Projects where there is access to sensitive aquatic and terrestrial habitats and fish acclimation pond sites.

Expectations:

- Lewis River Project areas within County boundaries will be visited during each patrol; priority will be given to areas/sites of concern as follows:
  - Lewis River Recreation Sites
    - Formal sites
    - Dispersed shoreline sites accessible by land based vehicle
  - Access points to Company lands
  - River/Reservoir Access points
  - Reservoir drawdown zones
  - Known locations of fish poaching, especially for bull trout
  - Specific locations shall be determined by Company

- Law enforcement services requested include:
  - Enforcing any unlawful activity
  - Enforcing trespass
  - Enforcing un-authorized motor vehicles on Company lands
  - Enforcing poaching (fish and game laws on Company lands)
  - Enforcing any illegal taking of specialty wood products (e.g. Salal, ferns, etc.)
  - Enforcing protection of cultural resources
  
- County will be vigilant about policing illegal artifact collecting when conducting patrols in the Projects and will pursue prosecution of individuals found to be repeatedly engaged in artifact collecting; and, in coordination with PacifiCorp's Security Manager and Cultural Resource Coordinator, will collect evidence and bring legal charges.
  
- Ample time will be spent by officers in Project areas to make local residents and visitors aware that law enforcement officers are in the vicinity.
  
- To extent possible, and to maintain a familiar presence and working relationships, County will designate officers to work the Project areas on a consistent basis.
  
- To the extent possible, County will advise PacifiCorp's Production Manager or designee of County's general patrol schedule on a weekly basis.
  
- County will advise Merwin Hydro Control Center of patrol hours on a daily basis. Enforcement officers must report in to Control Center upon start and end of patrols. A PacifiCorp radio must be with the officer while patrolling Project area.

Time frame:

Focus is on recreation season (May through October); however, periodic patrols should occur outside recreation season.

Timing of patrols should coincide with time of greatest public use; however periodic patrols should occur during other periods (i.e. 5 PM to 2 AM to address poaching and ATV trespass).

**2.) Water Patrols**

Purpose:

Maintain public safety on PacifiCorp's three Project reservoirs and associated boat-in recreation sites. Enforce both marine and land based laws to protect the public, fish and wildlife and cultural resources.

Description:

County is to provide patrols on PacifiCorp's Hydroelectric Project reservoirs. Patrols are to enforce marine and land resource laws, maintain security and public safety

especially between log booms and hydroelectric facilities, and enforce state law and County ordinances for dispersed shoreline use.

Expectations:

- During reservoir patrols the entire reservoir will be visited
- When possible, County and Washington Department of Fish and Wildlife (WDFW) shall coordinate so that respective enforcement agents participate in a single patrol.
- Priority will be given to areas/sites of concern as follows:
  - Reservoir open water
  - Dispersed shoreline sites accessible by boat
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  - Enforcing protection of cultural resources
- Ample time will be spent by officers in Project areas to make local residents and visitors aware that law enforcement officers are in the vicinity.
- Officers will take advantage of opportunities to educate the public on marine laws and boater safety.
- To the extent possible, and to maintain a familiar presence and working relationships, County will designate officers to work the Project areas on a consistent basis.
- To the extent possible, County will advise PacifiCorp's Production Manager or designee of County's general patrol schedule on a weekly basis.
- County will advise Merwin Hydro Control Center of County's patrol hours on a daily basis. Enforcement officers must report in to Control Center upon start and end of patrols. A PacifiCorp radio must be with officer while patrolling Project area.

Time frame:

Focus is on recreation season (May through October); however, periodic patrols should occur outside recreation season. Period of exception is during times when boat launches are not available due to reservoir drawdown or launch maintenance.

- Timing and frequency of patrols is to be based on greatest public use (typically Friday through Sundays and holidays); however periodic patrols should occur during other periods.

### **3) Patrols of areas of special significance**

On occasion PacifiCorp may request patrols of areas that have special significance (e.g., bull trout spawning areas or known bull trout concentrations). Typically, County will incorporate such requests into normally scheduled operations such that cost to the Company is not increased. If an extraordinary request outside the boundaries of service defined in this SOW will result in additional expense to PacifiCorp under this Contract, County will inform Company of such expense prior to its occurrence.

### **4) Annual Cultural Resources Training**

In accordance with Section 4.6 of the Lewis River Historic Properties Management Plan - June 2012 (HPMP), monitoring will be conducted by trained PacifiCorp staff, park hosts, and outside law enforcement officials. PacifiCorp's Lewis River Cultural Resources Coordinator (CRC) will assign monitoring duties to PacifiCorp staff working on the reservoirs, in recreation areas, on transmission lines, and in archaeologically sensitive habitat management areas. Monitoring patrols by outside law enforcement officials will be conducted as provided for in the Lewis River Settlement Agreement.

It is understood by both parties that the CRC will provide, and participating law enforcement officials will attend annual cultural resources training on or about May of each year.

### **5) General Roles and Responsibilities**

- In general, up to 40 man-hours of patrol per week will be provided during the recreation season (May through October) and response to emergency 911 events, as needed. A variation from this amount is allowable for special operations per agreement with PacifiCorp (Lewis Hydro Project Production Manager or designee).
- If PacifiCorp observes an emergency situation that requires law enforcement, Company representatives will contact 911 who will then dispatch appropriate services.
- As needed, County may dispatch additional resources.
- If needed, office space and communication (computer with email access, telephone, fax, etc.) can be provided at Merwin Headquarters in Ariel, Washington.
- County will provide PacifiCorp' Lewis Hydroelectric Project Production Manager or designee timely reports (within 24 hours verbal or email) relating to incidents or crimes that have occurred on PacifiCorp lands or areas of interest. Such reports will be general in nature and not contain sensitive information. County

will provide PacifiCorp a copy of the detailed police report when it becomes available. County will also provide to PacifiCorp an end of season report summarizing activities and noting any areas-issues of concern. At any time where it is determined that PacifiCorp may potentially be involved in the prosecution of crimes, a monthly report will be provided.

- Upon request of PacifiCorp and provided no scheduling conflict, patrol officers will attend periodic Project Production meetings, resource meetings with Lewis River Settlement Agreement parties, or other meetings where such participation and consultation would be of value.
- Upon request of PacifiCorp, County will provide input on PacifiCorp's strategies-actions to improve public/personal safety, minimize natural resource damages, and reduce other unlawful activities.
- Respond to dangerous, problem, and nuisance wildlife complaints.

**5. Equipment use and Expenses:**

a.) Patrol Vehicle

To meet its obligation in the Lewis River Settlement Agreement to provide necessary equipment, PacifiCorp has reimbursed County for County's purchase of a patrol vehicle and associated equipment. This vehicle is used to perform work identified in this SOW. Any time this vehicle is used for non-PacifiCorp patrols, County will pay all related vehicle costs. County will be responsible for all operations and maintenance (O&M) of vehicle including licensing, etc. PacifiCorp will pay 50% of the replacement costs of future vehicle purchases agreed to by the parties. PacifiCorp's contribution for replacement will be based on current County Equipment Replacement Rates. PacifiCorp will reimburse County's mileage at the rate specified in paragraph 5(c), below.

b.) Patrol Boat

PacifiCorp will reimburse County for County's operations and maintenance of a-patrol boat suitable for use on Lewis River Project reservoirs and the Lewis River downstream of Merwin dam. County will purchase and install needed equipment, and will be responsible for ongoing O&M. County will not use the boat outside the Lewis River basin without the agreement of PacifiCorp. The boat may be made available to PacifiCorp and Washington Department of Fish and Wildlife provided that County personnel operate the boat.

**Schedule:**

Milestone	Date
Implement Patrols	May 1, 2017
Annual Coordination Meeting	When Scheduled
Annual Cultural Resources Training	No later than May 2017

(c) Cost:

The following table identifies the not to exceed (NTE) cost for year 2017 of this Contract. County shall invoice its costs on a monthly basis based on actual costs and accrual rates specified below. PacifiCorp and the County will each year, by amendment to the Contract as initiated by the County, modify upcoming year's personnel and O&M costs as needed.

<b>Personnel - Annual</b>	<b>NTE Cost (2017)</b>
1 FTE Deputy 40 hours per week for 6 months	\$41,559.00
Overtime (estimated at 20 hours @ \$62.85 per hour)	\$1,257.00
<b>Equipment – Annual Costs</b>	<b>NTE Cost (2017)</b>
Uniforms/Personal	\$200.00
Patrol vehicle replacement	\$3,310.00
Patrol boat (includes marine patrol equipment)	
<b>Equipment – O&amp;M</b>	<b>NTE Cost (2017)</b>
Mileage: 12,000 miles @ \$.20 per mile	\$2,400.00 (1)
Patrol boat AOC/Maintenance	\$1,000.00
Fuel Estimate (600 gallons @ \$4.00 a gallon)	\$2,400.00
	<b>Total NTE Cost (2017)</b>
	\$ 52,126.00
Notes:	
	(1) Mileage not reimbursable for non-PacifiCorp patrols or enforcement

(d) Billing Address:

Invoices for services, equipment and reimbursable expenses will be sent to PacifiCorp as follows:

PacifiCorp  
Attn: Kimberly McCune  
825 NE Multnomah St.  
Suite 1500  
Portland, OR 97232

Phone: 503.813.6078  
Facsimile: 503.813.6659

Payments will be made on a Net-30 day basis and in accordance with Section 17 of the Contract.



**COMMISSIONER'S AGENDA ITEM COMMENTARY**

<b><u>SUBMITTED BY</u></b>	Community Health Department	Signature 
<b><u>AGENDA DATE</u></b>	Next Available	
<b><u>SUBJECT</u></b>	Daniel E. Ferber MD LLC Renewal	
<b><u>ACTION REQUESTED</u></b>	Signature	

**SUMMARY/BACKGROUND**

Renew contract to provide medication management to mental health clients.

**FISCAL IMPACT**

\$145,000 Maximum

EXPENDITURE CONTRACT

**RECOMMENDATION**

Sign

**LIST ATTACHMENTS**

- Contract
- Statement of Work (Attachment A)
- HIPAA Business Associate (Attachment B)
- Suspension and Debarment (Attachment C)
- Face Sheet

**SKAMANIA COUNTY - PROFESSIONAL SERVICE CONTRACT BETWEEN  
SKAMANIA COUNTY  
AND DANIEL E. FERBER MD LLC  
(2017)**

**THIS CONTRACT**, by and between **SKAMANIA COUNTY**, a municipal corporation, hereinafter referred to as the "**COUNTY**", and **DANIEL E. FERBER MD LLC** hereinafter referred to as the "**CONTRACTOR**",

**WITNESSETH THAT:**

1. **AUTHORITY TO CONTRACT.**

- A. The **CONTRACTOR** covenants that the person whose signature appears as the representative of the **CONTRACTOR** on the signature page of this contract is the **CONTRACTOR'S** contracting officer and is authorized to sign on behalf of the **CONTRACTOR** and, in addition, to bind the **CONTRACTOR** in any subsequent dealings with regard to this contract, such as modifications, amendments, or change orders.
- B. The **CONTRACTOR** covenants that all licenses, tax I.D. Nos., bonds, industrial insurance accounts, or other matters required of the **CONTRACTOR** by federal, state or local governments in order to enable the **CONTRACTOR** to do the business contemplated by this agreement, have been acquired by the **CONTRACTOR** and are in full force and effect.
- C. The **COUNTY** represents that the services contracted for herein have been, or will be, appropriately budgeted for and that the **COUNTY** has the authority to contract for such services; that the contracting officer for the **COUNTY** is Kirby Richards; provided that changes that require a change in the amount of the contract price, shall require the approval of the Skamania County Board of Commissioners.

2. **INDEPENDENT CONTRACTOR STATUS.**

- A. The parties intend the **CONTRACTOR** to be an independent contractor, responsible for its own employer/employee benefits such as Workman's Compensation, Social Security, Unemployment, and health and welfare insurance. The parties agree that the **CONTRACTOR'S** personal labor is not the essence of this contract; that the **CONTRACTOR** will own and supply its own equipment necessary to perform this contract; that the **CONTRACTOR** will employ its own employees; and that, except as to defining the work and setting the parameters of the work, the **CONTRACTOR** shall be free from control or direction of the **COUNTY** over the performance of such services.
- B. The **CONTRACTOR** represents that it is capable of providing the services contracted for herein; that it is the usual business of the **CONTRACTOR** to provide such services.

3. **SERVICES TO BE RENDERED.**

- A. The work to be performed by the **CONTRACTOR** consists of those services that are fully described in the contract documents marked Attachment A, B, and C attached hereto, and by this reference incorporated herein.
- B. Amendments, modifications, or change orders to this contract must be in writing and signed by the parties designated in this contract to be the contracting officers; provided that, change orders affecting the total contract price must be signed by the Board of Commissioners for the **COUNTY**.

4. **TERMS OF CONTRACT**

The contract shall begin on January 1, 2017 and terminate on December 31, 2017; PROVIDED that, in the event this contract is a personal services contract, not exempt under Chapter 39.29 of the Revised Code of Washington, this contract shall not be effective until the requirements of said statute have been met. The County may terminate this contract earlier upon five (5) days written notice.

5. **PAYMENTS FOR SERVICES.**

- A. The consideration for the services to be performed by the **CONTRACTOR** shall not exceed \$145,000.00, including Washington sales tax, and shall be paid as outlined below or in Attachment A.
- B. Payment on the account of the contracted services shall be made not more than **bi-weekly**, based on submission by the **CONTRACTOR** to the **COUNTY'S** contracting officer of reports and invoices describing the services performed in sufficient detail to enable the **COUNTY'S** contracting officer to adequately determine the services for which payment is sought. Payment is due within thirty (30) days of submission of accepted detailed invoice.
- C. The **CONTRACTOR** agrees that funds received from the **COUNTY** can be expended for only public purposes and the **CONTRACTOR** will keep identifiable financial and performance books and records of all funds received pursuant to this contract from the **COUNTY** detailing the receipts and expenditures of such funds; that these detailed accounting records shall be made available at all reasonable times to any county, state, or federal auditor, whose duties include auditing these funds.

6. **INDEMNIFICATION**

County agrees to indemnify and hold harmless the Contractor monetary damages for which the Contractor becomes obligated to pay by reason of liability assumed under this contract for bodily injury, personal injury, property damage, error and omissions and advertising injury caused by an occurrence during the term of this contract; provided that indemnification shall be for activities within the scope of work of this contract as provided

in Attachment A. This indemnification shall not cover the Contractor's gross negligence or intentional actions/inactions.

Contractor agrees to indemnify and hold harmless the County and its respective employees, agents, licensees and representatives, from and against any and all suits, claims, actions, losses, costs, penalties, damages, attorneys' fees and all other costs of defense of whatever kind or nature arising out of injuries of or death of any and all persons (including Subcontractors, agents, licensees or representatives, and any of their employees) or damage of or destruction of any property (including, without limitation, Owner's property, Contractor's property, or any Subcontractor's property) in any manner caused by, resulting from, incident to, connected with or arising out of Contractor's gross negligence or intentional actions/inactions.

The Contractor specifically waives its immunity against Skamania County under Title 51 RCW (Industrial insurance statute), and acknowledges that this waiver of immunity was mutually and expressly negotiated by the parties, and expressly agrees that this promise to indemnify and hold harmless applies to all claims filed by and/or injuries to the Contractor's own employees against the County. This provision is not intended to benefit any third parties.

7. **INSURANCE**

The CONTRACTOR will be deemed an agent of the COUNTY and shall be covered by Skamania County and through its joint self-insurance membership in the Washington Counties Risk Pool for bodily injury, general liability for liability arising out of any activities of the CONTRACTOR pursuant to this contract and resulting from the CONTRACTOR'S negligence, not to include intentional action/inactions or gross negligence.

8. **GOVERNING LAW.**

The parties agree that this contract shall be governed by the laws of the State of Washington and that venue for any action pursuant to this contract, either interpreting the contract or enforcing a provision of the contract, or attempting to rescind or alter the contract, shall be brought in Skamania County, Washington; that the prevailing party shall be entitled to all costs, including reimbursement for attorney's fees at a reasonable rate.

9. **ASSIGNABILITY.**

The CONTRACTOR shall not assign nor transfer any interest in this contract.

10. **EQUAL EMPLOYMENT OPPORTUNITY.**

A. The CONTRACTOR shall not discriminate on the basis of race, color religion, sex, national origin, age, disability, marital or veteran status, political affiliation, or any other legally protected status in employment or the provision of services.

- B. The **CONTRACTOR** shall not, on the grounds of race, color, sex, religion, national origin, creed, age or disability:
- (1) Deny an individual any services or other benefits provided under this agreement.
  - (2) Provide any service(s) or other benefits to an individual which are different, or are provided in a different manner from those provided to others under this agreement.
  - (3) Subject an individual to unlawful segregation, separate treatment, or discriminatory treatment in any manner related to the receipt of any service(s), and/or the use of the contractor's facilities, or other benefits provided under this agreement.
  - (4) Deny any individual an opportunity to participate in any program provided by this agreement through the provision of services or otherwise, or afford an opportunity to do so which is different from that afforded others under this agreement. The **CONTRACTOR**, in determining (1) the types of services or other benefits to be provided or (2) the class of individuals to whom, or the situation in which, such services or other benefits will be provided or (3) the class of individuals to be afforded an opportunity to participate in any services or other benefits, will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, color, sex, religion, national origin, creed, age, or disability.

11. **NONCOMPLIANCE WITH NONDISCRIMINATION PLAN**

In the event of the **CONTRACTOR**'s noncompliance or refusal to comply with the above nondiscrimination plan, this contract may be rescinded, canceled or terminated in whole or in part, and the contractor may be declared ineligible for further contracts with the **COUNTY**. The **COUNTY** shall, however, give the **CONTRACTOR** reasonable time to cure this noncompliance. Any dispute may be resolved with the "Disputes" procedure set forth herein.

12. **DISPUTES**

Except as otherwise provided in this contract, when a genuine dispute arises over an issue related to the contract between the **COUNTY** and the **CONTRACTOR** and it cannot be resolved, either party may submit a request for a dispute resolution to the Board of County Commissioners. The parties agree that this resolution process shall precede any action in a judicial and quasi-judicial tribunal. A party's request for a dispute resolution must:

- a. be in writing; and
- b. state the disputed issues; and
- c. state the relative positions of the parties; and
- d. state the **CONTRACTOR'S** name, address, and the **COUNTY** department the contract is with; and
- e. be mailed to the Board of Commissioners, P.O. Box 790, Stevenson, Washington

98648, within thirty (30) calendar days after the party could reasonably be expected to have knowledge of the issue which he/she now disputes. This dispute resolution process constitutes the sole administrative remedy available under this contract.

13. **WAGE AND HOUR COMPLIANCE.**

The **CONTRACTOR** shall comply with all applicable federal and state provisions concerning wages and conditions of employment, fringe benefits, overtime, etc., as now exists or is hereafter enacted during the term of this contract, and shall save the County harmless from all actions, claims, demands, and expenses arising out of the **CONTRACTOR'S** failure to so comply.

14. **DEFAULT/TERMINATION/DAMAGES.**

- A. The parties hereto agree that TIME IS OF THE ESSENCE of this contract.
- B. If the **CONTRACTOR** shall fail to fulfill in a timely manner any of the covenants of this agreement, the **COUNTY** shall have the right to terminate this agreement by giving the **CONTRACTOR** seven (7) day's notice, in writing, of the **COUNTY'S** intent to terminate and the reasons for said termination. And in the event of any such termination the **CONTRACTOR** shall be liable for the difference between the original contract and the replacement or cover contract as well as all administrative costs directly related to the replacement contract; that in such event the **COUNTY** may withhold from any amounts due the **CONTRACTOR** for such work or completed services any balances due the Contractor, and said amounts shall be used to totally or partially offset the **COUNTY'S** damages as a result of the **CONTRACTOR'S** breach to the extent they are adequate.
- C. Either party may cancel the contract, without fault, by giving the other party 14 days written notice.

15. **OWNERSHIP OF WORK PRODUCTS.**

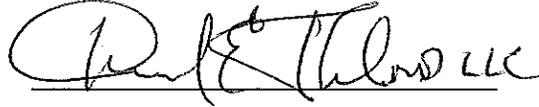
Upon completion of the project or termination for whatever reason, all finished and unfinished documents, data, studies, drawings, service maps, models, photographs and other work product resulting from this agreement shall become the **COUNTY'S** property.

IN WITNESS WHEREOF, the COUNTY has caused this Contract to be duly executed on its behalf, and thereafter the CONTRACTOR has caused the same to be duly executed on its behalf.

DATED: \_\_\_\_\_, 20\_\_.

SKAMANIA COUNTY  
BOARD OF COMMISSIONERS

DANIEL E. FERBER MD LLC



\_\_\_\_\_  
Chairman

01-03-2017  
Date

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

APPROVED AS TO FORM ONLY:

ATTEST:

\_\_\_\_\_  
Prosecuting Attorney

\_\_\_\_\_  
Clerk of the Board

**ATTACHMENT A  
STATEMENT OF WORK**

**DANIEL E FERBER MD LLC**

The Psychiatrist will act as a consulting psychiatrist for Skamania County Community Health and is a licensed and practicing psychiatrist in the State of Washington.

The Psychiatrist will be responsible for:

- Prescription and management of psychiatric medications
- Monitoring of any physical conditions which would impact the prescription of psychiatric medications to patients
- Monitoring the dispensing of psychiatric medications in as least restrictive and conservative manner as possible to ensure the safety and well-being of patients
- Review of prescribed medications at least every (3) three months
- Direct evaluation and follow-up of clients concerning psychiatric medications as clinically appropriate
- Direct assessment and evaluation of clients for diagnostic and therapeutic considerations and consultation with the primary therapist concerning diagnosis and treatment plans
- Review of direct service treatment plans, consultations for the purpose of medical monitoring and AIMS scale
- Staff cases with mental health and chemical dependency therapists and provide training to include but not exclusive of medical issues, diagnosis, co-occurring disorders and general theoretical construct
- Provide psychiatric services for a minimum of 16 hours per week and up to 25 hours per week
- Provide consultation by telephone 24 hours a day, 365 days a year, or provide a substitute psychiatrist for consult by phone when the psychiatrist is unavailable
- Negotiate a work schedule, including needed time off, with the Clinical Manager or Director at least one month in advance
- Provide consultation to community medical personnel including but not exclusive to client's primary care provider
- The Psychiatrist is directly responsible to the Skamania County Community Health Director
- Payment for psychiatrist's services shall be at One Hundred Seventy-Five Dollars (\$175.00) per hour, not to exceed \$145,000.00 per year.

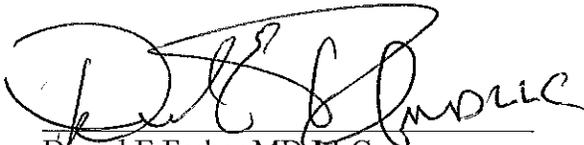
The Psychiatrist will not be responsible for:

- Providing therapy or direct supervision of therapists in the course of this consultation

Skamania County Community Health will cooperate with the Psychiatrist in ensuring that medical information shall be maintained in the patient record documenting the following for each prescribed medication:

- Name of medication
- Dosage and method of administration
- Purpose of medication
- Dates prescribed, reviewed and/or renewed
- Observed side effects including laboratory and corrective actions taken for side effects
- Reason for change and termination of medication

Whenever possible, the patient's therapist at Skamania County Community Health will be present for the intake and follow-up in the evaluations of their patients.

  
\_\_\_\_\_  
Daniel E Ferber MD LLC

01-03-2017  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Kirby Richards, LICSW  
Community Health Director

1/3/2017  
\_\_\_\_\_  
Date

Attachment B  
HIPAA Business Associate Agreement

Definitions: COUNTY shall mean **Skamania County**  
CONTRACTOR shall mean **Daniel E Ferber MD LLC (effective 1/1/2017)**

Obligations & Activities of Business Associate:

1. CONTRACTOR agrees to not use or disclose Protected Health Information (PHI), as defined in 45 CFR 164.501, other than as permitted or required by the Agreement or as required by law.
2. CONTRACTOR agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement.
3. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of PHI by CONTRACTOR in violation of the requirements of this Agreement.
4. CONTRACTOR agrees to report to COUNTY any use or disclosure of the PHI not provided for by this Agreement of which it becomes aware.
5. CONTRACTOR agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by CONTRACTOR on behalf of COUNTY, agrees to the same restrictions and conditions that apply through this Agreement to CONTRACTOR with respect to such information.
6. CONTRACTOR agrees to make internal practices and records, including policies & procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by CONTRACTOR on behalf of, COUNTY available to the Secretary of the Department of Health & Human Services, in a time and manner as agreed or designated by the Secretary, for purposes of the Secretary determining COUNTY'S compliance with Health Information Portability and Accountability Act (HIPAA).
7. CONTRACTOR agrees to document such disclosures of PHI and information related to such disclosures as would be required for COUNTY to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
8. CONTRACTOR agrees to provide to COUNTY or an individual, in time and manner as agreed, information collected in accordance with this agreement, to permit COUNTY to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
9. CONTRACTOR may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 42 CFR 164.502 (j)(1) and may use PHI for the proper management and administration or to carry out the legal responsibilities of the CONTRACTOR, provided that such use or disclosure would not violate HIPAA.

COUNTY Responsibilities:

1. COUNTY shall notify CONTRACTOR of any limitations in its notice of privacy practices of CONTRACTOR in accordance with 45 CFR 164.520, to the extent that such limitation may affect CONTRACTOR'S use or disclosure of PHI.
2. COUNTY shall notify CONTRACTOR of any changes in, or revocation of, permission by individual to use or disclose PHI, to the extent that such changes may affect CONTRACTOR'S use or disclosure of PHI.
3. COUNTY shall notify CONTRACTOR of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect CONTRACTOR'S use or disclosure of PHI.
4. COUNTY shall not request CONTRACTOR to use or disclose PHI in any manner that would not be permissible under HIPAA if done by COUNTY.

Interpretation:

1. The reference in this Agreement to HIPAA shall mean the latest version in effect or as amended.
2. This agreement shall be amended as is necessary for COUNTY to comply with the requirements and amendments of HIPAA.
3. Any ambiguity in this Agreement shall be resolved to permit COUNTY to comply with HIPAA.



Contractor

01-03-2017  
Date



Kirby Richards, LICSW  
Community Health Director

1/3 / 2017  
Date

Attachment C  
SUSPENSION & DEBARMENT CERTIFICATION

Definitions: COUNTY shall mean **Skamania County**  
CONTRACTOR shall mean **Daniel E Ferber MD LLC (effective 1/1/2017)**

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:

This certification is required by the regulations at Title 2 Code of Federal Regulations Part 180 for all lower tier (subcontracting) transactions.

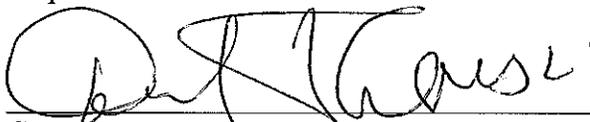
The CONTRACTOR certifies, by signing this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The prospective lower tier participant shall provide immediate written notice to KIRBY RICHARDS if at any time the CONTRACTOR learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

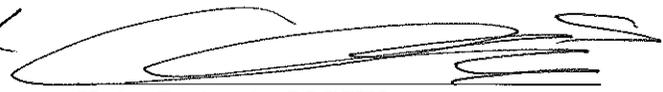
Should the CONTRACTOR enter into a covered transaction with another person at the next lower tier (subcontract), the CONTRACTOR agrees by signing this agreement that it will verify that the person with whom it intends to do business is not excluded or disqualified. The CONTRACTOR will do this by:

- (a) Checking the federal Excluded Parties List System (EPLS); or
- (b) Collecting a certification from that person; or
- (c) Adding a clause or condition to the contract with that person

The CONTRACTOR agrees by signing this agreement that it shall not knowingly enter into any lower tier transaction (subcontract) with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which the transaction originated. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction (subcontract) that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous.

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the CONTRACTOR knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

  
Contractor

  
Kirby Richards, LICSW  
Community Health Director

01/03-2017  
Date

1/3 / 2017  
Date

**COMMISSIONER'S AGENDA ITEM COMMENTARY**

<b><u>SUBMITTED BY</u></b>	Human Resources Department	 Signature
<b><u>AGENDA DATE</u></b>	January 10, 2017	
<b><u>SUBJECT</u></b>	2% Wage Adjustment for non union/non Guild unit employees;	
<b><u>ACTION REQUESTED</u></b>	Approve a 2.% Wage Adjustment for all employees excluding OPEIU union members, non Guild union members and Elected Officials;	

**SUMMARY/BACKGROUND**

Public Works unit approved 2017-2018 Union contract was approved with a 2% wage adjustment for 2017. To be fair to the un represented employees a 2% wage adjustment is being considered.

**FISCAL IMPACT**

Approximately \$100,000 annually.

**RECOMMENDATION**

Sign agenda commentary.

**The Skamania County Board of Commissioners by motion hereby approves a 2.% wage adjustment to all employees excluding, OPEIU Bargaining units' members, Guild union members and Elected Officials effective 1/1/2017.**

**SKAMANIA COUNTY  
BOARD OF COMMISSIONERS**

\_\_\_\_\_  
**CHAIR**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**COMMISSIONER**

\_\_\_\_\_  
**ATTEST:**

\_\_\_\_\_  
**COMMISSIONER**

\_\_\_\_\_  
**CLERK OF THE BOARD**

COMMISSIONER'S AGENDA ITEM COMMENTARY

<b><u>SUBMITTED BY</u></b>	<b><u>Human Resources</u></b>	
	Department	Signature
<b><u>AGENDA DATE</u></b>	1/10/2017	
<b><u>SUBJECT</u></b>	Pre-Hire Request for Juvenile Probation Officer position	
<b><u>ACTION REQUESTED</u></b>	Replacement of Juvenile Court Probation Officer position	

**SUMMARY/BACKGROUND**

Effective January 1, 2017, Angie Hollis, who was the Juvenile Probation Officer was promoted to the Juvenile Administrator position. The Juvenile Probation Officer is a vacant position and the department desires to begin the advertisement for filling the position.

**FISCAL IMPACT**

The position is already budgeted in the 2017 budget.

**RECOMMENDATION**

Approve the hiring of a Juvenile Probation Officer position and allow Human Resource to begin the advertisement process to fill the vacant Juvenile Probation Officer position.

**LIST ATTACHMENTS**

Pre-hire request

**REFERENCE**

None

**SKAMANIA COUNTY  
PERSONNEL PRE-HIRE REQUEST FORM**

**DEPARTMENT  
Requesting  
Personnel**

JUVENILE OFFICE

**DATE OF REQUEST**

1/10/2017

**NAME OF FUND**

CURRENT EXPENSE – Juvenile

**COMPLETE ALL THAT APPLY**

- New Hire  Vacant/Replacing
- Budgeted to Hire/Replace  Supplemental Budget needed to hire/replace
- Is this position 100% Grant Funded  NO  YES
- This position is \_\_\_% Grant Funded/Special Revenue Fund  
Remaining % of Funds Come from \_\_\_\_\_

**EXPLANATION FOR NECESSITY OF REQUEST**

Requesting to replace the full time Juvenile Probation Officer position that was vacated through a promotion to Juvenile Administrator.  
The position is budgeted in 2017 budget as full time. Requesting to begin the hiring to fill the position.

DEPARTMENT HEAD SIGNATURE:

*Aggie Hillis*

**APPROVAL OR DISAPPROVAL OF REQUEST**

MOVE TO  APPROVE  DISAPPROVE  
THE DEPARTMENT TO FILL THE ABOVE REQUESTED POSITION.

MOTION SECONDED BY: \_\_\_\_\_

**AUTHORIZATION**

Commissioner District No. 1	X	DATE:
Commissioner District No. 2	X	DATE:
Commissioner District No. 3	X	DATE:

**ATTEST**

Debbie Slack, Clerk of the Board