

SKAMANIA COUNTY BOARD OF COMMISSIONERS
Skamania County Courthouse
240 NW Vancouver Ave. Lower Level, Room 18
Stevenson, WA 98648
Agenda for June 9, 2020

Due to COVID-19 the public may only attend Board of Commissioner meetings by telephone. Please call in using one of the numbers below and entering the Meeting ID number when prompted.

1 346 248 7799 US 1 312 626 6799 US
1 646 558 8656 US 1 669 900 9128 US
1 253 215 8782 US
1 301 715 8592 US

Meeting ID: 813 4248 1018

[Join Zoom Meeting](#)

<https://us02web.zoom.us/j/81563667095> - Audio only from your computer

WRITTEN PUBLIC COMMENTS ACCEPTED AND ENCOURAGED BY MONDAY PRECEDING THE MEETING AT NOON. If you wish written comments to be listed on the agenda, they need to be submitted to the Clerk of the Board by noon on Thursday preceding the Tuesday meeting, otherwise they will be held for the following Tuesday. slack@co.skamania.wa.us

Tuesday, June 9, 2020

9:30 AM Call to Order,
 Pledge of Allegiance

Public Comments - (3 minutes) – Due to COVID-19, Telephone attendance only for public, call in using one of the numbers above, and entering the Meeting ID number when prompted.

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. Set public hearing to consider Resolution 2020-22, Supplemental Budget #2 for 2020
2. Interagency agreement with Washington State Department of Commerce for Coronavirus Relief Funds for local government CFDA# 21.999
3. Washington State Military Department - Necessary documents for relief from COVID-19 Event - FEMA Public Assistance Grant Agreement and PA Supplemental Contracting Documents
4. Contract Amendment #3 with Connie Clark, BSN, MSN, ARNP to provide additional funding for family planning services for Public (Personal) Health and limited Behavioral Health programs
5. Contract with Northwest Pump for software, setup, training, and upgrades to the County's three fuel sites, for County management of fuel sites

Voucher Approval
Payroll Approval

Meeting Updates

10:00 AM Department Head reports
11:00 AM Updates with Skamania County Economic Development Council, Kevin Waters, Executive Director

Lunch

Note: Agenda subject to change. Times listed are estimates only. The Commission reserves the right to move agenda items as needed and during the meeting, and may add and act on any item not included in the above agenda. Minutes are available at www.skamaniacounty.org on the Commissioners web page. If necessary, the Board may recess into executive session on scheduled meeting days.

- 1:30 PM Board of Health Meeting
- 2:30 PM Brownfield Grant Updates with Gabe Spencer, Assessor
- 5:30 PM Public hearing to consider Ordinance 2020-01, Amending Skamania County Code, Title 2, Chapter 2.56, County Owned Property Management, Section 2.56.070, Property Management Rental Rate Development Policy

Wednesday, June 10, 2020

- 10:00 AM Tour of Skamania Lodge with Ken Daugherty

Adjourn

NOTICE OF PUBLIC HEARING
Before the
Board of Skamania County Commissioners
July 14, 2020

PURPOSE: Skamania County Board of Commissioners hereby gives notice that a public hearing will be held to consider Resolution 2020-22 Supplemental Budget #2 for 2020 to supplement budgets for various funds due to unanticipated expenditures and revenues unknown at the time of approval of the 2019 Budget.

Oral (see below) and written comments will be considered at the public hearing by the Board of Commissioners. Written comments may be sent to Skamania County Board of Commissioners, Attn: Clerk of the Board, PO Box 790, Stevenson, WA 98648 or slack@co.skamania.wa.us

Due to the Washington State Governor's Proclamation 20-28 of March 24, 2020 the public may only attend through telephonic access, internet, or other remote access. The ZOOM platform is used for public participation by Skamania County using the following call in numbers:

| | |
|----------------------------------|--------------------------|
| 1 346 248 7799 US | 1 312 626 6799 US |
| 1 646 558 8656 US | 1 669 900 9128 US |
| 1 301 715 8592 US | 1 253 215 8782 US |
| Meeting ID: 813 4248 1018 | |

Anyone interested may use ZOOM to be heard.

Copies of Supplemental Budget #2 are available to the public, after 1 p.m. on the Wednesday prior to the public hearing in the Commissioners' Office, Room 15, 240 NW Vancouver Avenue, Stevenson, WA.

DATE: July 14, 2020
TIME: 5:30 PM
PLACE: Skamania County Courthouse, Room No. 18 (lower level)
240 NW Vancouver Avenue
Stevenson, WA.

Skamania County Courthouse is accessible for persons with disabilities. Please let us now if you will need any special accommodations in order to attend the meeting. (509) 427-3700.

DATED this 9th day of June 2020.

Debbie Slack
Clerk of the Board

Publish: June 17th and June 24th, 2020

DATE: June 9, 2020

TO: The Skamania County Pioneer
PO Box 250
Stevenson, WA 98648

FROM: Skamania County Commissioners
Clerk of the Board
PO Box 790
Stevenson, WA 98648

Please publish the following documents on the dates indicated:

1. Document: Notice of public hearing to accept public comment and consider Resolution 2020-22
Supplemental Budget #2 to the 2020 Budget
Publish as: Legal Notice
Publish on: June 17 and June 24, 2020
Send Bill to : Commissioners

RESOLUTION 2020-22
(Supplemental Budget #2 for 2020 budget for various funds)

WHEREAS, various funds and departments have unanticipated expenditures and revenues for 2020; and

WHEREAS, pursuant to RCW 36.40.100, 36.40.195 and Resolution 1999-31, the Board has the authority to transfer, revise or supplement its budget and to increase budgets with unanticipated funds; and

WHEREAS, pursuant to RCW 36.40.100, the Board has the authority to transfer funds; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby creates, transfers, revises or supplements the 2020 budget as described in "Attachment A";

BE IT FINALLY RESOLVED that the Clerk of the Board is hereby directed to give due notice of a public hearing upon this resolution for adoption on the 14th day of July 2020 at 5:30 o'clock p.m.

PASSED IN REGULAR SESSION this 9th day of June 2020.

SKAMANIA COUNTY, WASHINGTON

Chairman

Commissioner

ATTEST:

Clerk of the Board

Commissioner

RESOLUTION NO. 2020-22 IS HEREBY APPROVED AND ADOPTED in regular session this 14th day of July 2020 upon public hearing having been held in accordance with the laws of the State of Washington.

**BOARD OF COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON**

Chairman

ATTEST:

Commissioner

Clerk of the Board

Commissioner

APPROVED AS TO FORM ONLY:

Prosecuting Attorney

For _____
Against _____
Abstain _____
Absent _____

COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number 20-6541C-030__

2. Contract Status: (Check appropriate box) Original Renewal Amendment

3. Contractor Information: Contractor: Washington State Dept of Commerce
Contact Person: Karma Shannon Lawson
Title: Project Manager
Address: PO Box 42525
Address: 1011 Plum Street SE
Phone: Olympia, WA 98504-2525

4. Brief description of purpose of the contract and County’s contracted duties: Interagency agreement for the Coronavirus Relief Funds for local governments CFDA# 21.999

5. Term of Contract: From: March 1, 2020 To: October 31, 2020

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. Amount Budgeted in Current Year: \$
 Amount Not Budgeted in Current Year: \$663,300.00 Source: CARES Act
 Total Non-County Funds Committed: \$ Source: _____
 Total County Funds Committed: \$
 TOTAL FUNDS COMMITTED: \$663,300.00

8. County Contact Person: Name: Heidi Penner
Title: Financial Management Administrator

9. Department Approval: Heidi B Penner
Department Head or Elected Official Signature

[Handwritten initials]

COMMISSIONER'S AGENDA ITEM COMMENTARY

| | | |
|--------------------------------|------------------------------|----------------------|
| <u>SUBMITTED BY</u> | Commissioners _____ | <i>Heidi B Penne</i> |
| | Department _____ | Signature _____ |
| <u>AGENDA DATE</u> | _____ <i>JH</i> | |
| <u>SUBJECT</u> | ___ CARES Act Contract _____ | |
| <u>ACTION REQUESTED</u> | ___ Approve _____ | |

SUMMARY/BACKGROUND

Interagency Agreement for the Coronavirus Relief Fund for Local Governments with the Washington State Department of Commerce

FISCAL IMPACT

RECOMMENDATION

Approve

LIST ATTACHMENTS

Contract



Interagency Agreement with

Skamania County

through

the Coronavirus Relief Fund for Local Governments

For

Costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) during the period of March 1, 2020 thru October 31, 2020.

Start date: March 1, 2020

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FACE SHEET

Contract Number: 20-6541C-030

**Washington State Department of Commerce
Local Government Division
Community Capital Facilities Unit
Coronavirus Relief Fund for Local Governments**

| | | | |
|---|---|--|---|
| 1. Contractor Skamania County 240 NW Vancouver Ave Stevenson, Washington 98648-0790 | | 2. Contractor Doing Business As (optional) | |
| 3. Contractor Representative Heidi Penner Financial Management Administrator (509) 427-3736 penner@co.skamania.wa.us | | 4. COMMERCE Representative Karma Shannon Lawson Project Manager (360) 810-0185 Fax 360-586-5880 karma.shannonlawson@commerce.wa.gov P.O. Box 42525 1011 Plum Street SE Olympia, WA 98504-2525 | |
| 5. Contract Amount \$663,300.00 | 6. Funding Source Federal: <input checked="" type="checkbox"/> State: <input type="checkbox"/> Other: <input type="checkbox"/> N/A: | 7. Start Date March 1, 2020 | 8. End Date October 31, 2020 |
| 9. Federal Funds (as applicable) \$663,300.00 | Federal Agency: US Dept. of the Treasury | CFDA Number: 21.999 | Indirect Rate (if applicable): 12.00% |
| 10. Tax ID # XXXXXXXXXXXXXXXX | 11. SWV # SWV0011110-12 | 12. UBI # 999999999 | 13. DUNS # N/A |
| 14. Contract Purpose To provide funds for costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) during the period of March 1, 2020 thru October 31, 2020. Final invoices must be received by November 15, 2020. | | | |
| 15. Signing Statement COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents hereby incorporated by reference: Attachment "A" – Scope of Work, Attachment "B" – Budget & Invoicing, Attachment "C" – A-19 Certification, Attachment "D" – A-19 Activity Report | | | |
| FOR CONTRACTOR _____ Robert Hamlin, Commissioner, Chair _____ Date | | FOR COMMERCE _____ Mark K. Barkley, Assistant Director, Local Government Division _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 05-01-2020. APPROVAL ON FILE. | |

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW.

2. ACKNOWLEDGMENT OF FEDERAL FUNDS

Funds under the Contract are made available and are subject to Section 601(a) of the Social Security Act, as amended by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), and Title V and VI of the CARES Act.

The Contractor agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Contractor describing programs or projects funded in whole or in part with federal funds under this Contract, shall contain the following statements:

“This project was supported by a grant awarded by US Department of the Treasury. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the US Department of the Treasury. Grant funds are administered by the Local Government Coronavirus Relief Fund thru the Washington State Department of Commerce.”

3. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

4. COMPENSATION

COMMERCE shall pay an amount not to exceed the contract amount listed on the Face Sheet for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work (Attachment A).

5. EXPENSES

Contractor shall receive reimbursement for allowable expenses as identified in the Scope of Work (Attachment A) or as authorized in advance by COMMERCE as reimbursable.

Travel expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Contractor shall receive compensation for travel expenses at current state travel reimbursement rates.

6. INDIRECT COSTS

Contractor shall provide their indirect cost rate that has been negotiated between their entity and the federal government. If no such rate exists a *de minimis* indirect cost rate of 10% of modified total direct costs (MTDC) will be used.

7. BILLING PROCEDURES AND PAYMENT

COMMERCE shall reimburse the Contractor for eligible Project expenditures, up to the maximum payable under this Contract. When requesting reimbursement for expenditures made, Contractor shall submit all Invoice Vouchers and any required documentation electronically through COMMERCE's Contracts Management System (CMS), which is available through the Secure Access Washington (SAW) portal. If the Contractor has constraints preventing access to COMMERCE's online A-19 portal, a hard copy A-19 form may be provided by the COMMERCE Project Manager upon request.

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

The voucher must be certified by an official of the Contractor with authority to bind the Contractor. The final voucher shall be submitted to COMMERCE no later than November 15, 2020.

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly.

The invoices shall describe and document, to COMMERCE's satisfaction, reimbursable expenditures as set forth under the Scope of Work (Attachment A) and Budget & Invoicing (Attachment B). The invoice shall include the Contract Number as stated on the Face Sheet.

Each voucher must be accompanied by an A-19 Certification (Attachment C) and A-19 Activity Report (Attachment D). The A-19 Certification must be certified by an authorized party of the Contractor to certify and attest all expenditures submitted on the voucher are in compliance with the United States Treasury Coronavirus Relief Fund ("Fund") Guidance for State, Territorial, Local, and Tribal Governments:

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

The A-19 Activity Report must be submitted which describes, in Excel spreadsheet and narrative form, a detailed breakdown of the expenditures within each applicable budget sub-category identified in the voucher, as well as a report of expenditures to date. COMMERCE will not release payment for any reimbursement request received unless and until the A-19 Certification and A-19 Activity Report is received. After approving the Invoice Voucher, A-19 Certification and Activity Report, COMMERCE shall promptly remit a warrant to the Contractor.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Should the Contractor be found to spent funds inconsistent with federal laws, rules, guidelines, or otherwise inappropriately, it is the responsibility of the Contractor to reimburse Commerce for any amount spent on disallowed costs.

8. AUDIT

Contractor shall maintain internal controls providing reasonable assurance it is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs; and prepare appropriate financial statements, including a schedule of expenditures of federal awards.

If the Contractor is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

- A. Submit to COMMERCE the reporting package specified in OMB Super Circular 2 CFR 200.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
- B. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

If the Contractor is a subrecipient and expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, the Contractor shall notify COMMERCE they did not meet the single audit requirement.

The Contractor shall send all single audit documentation to auditreview@commerce.wa.gov.

9. DEBARMENT

- A. Contractor, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - ii. Have not within a three-year period preceding this Contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
 - iv. Have not within a three-year period preceding the signing of this Contract had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B. Where the Contractor is unable to certify to any of the statements in this Contract, the Contractor shall attach an explanation to this Contract.
- C. The Contractor agrees by signing this Contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.
- D. The Contractor further agrees by signing this Contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- i. The lower tier Contractor certifies, by signing this Contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - ii. Where the lower tier Contractor is unable to certify to any of the statements in this Contract, such contractor shall attach an explanation to this Contract.
- E. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.**

10. LAWS

The Contractor shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended, including, but not limited to:

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

United States Laws, Regulations and Circulars (Federal)

Contractor shall comply with Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Award, 2 CFR 200, Subpart F – Audit Requirements.

Contractor shall comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation.

Contractor shall comply with Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39.

11. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget & Invoicing
- Attachment C – A-19 Certification
- Attachment D – A-19 Activity Report

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Contract" or "Agreement" means the entire written agreement between COMMERCE and the Contractor, including any attachments, documents, or materials incorporated by reference. E-mail or facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

3. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
 - iii. All personal information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality.

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and any applicable federal laws, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity.

The Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

15. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they

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relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. Contractor shall incorporate 2 CFR Part 200, Subpart F audit requirements into all subcontracts. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

16. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are in addition to any other rights and remedies provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree

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with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which the Authorized Representative has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract

All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

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21. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Scope of Work

This funding is made available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") and Section V and VI of the CARES Act, for costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19). Under the CARES Act, the Coronavirus Relief Fund may be used to cover costs that:

1. **Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); AND**
2. **Are not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government.**

These funds may be used to reimburse for expenditures incurred during the period of March 1, 2020 thru Oct. 31, 2020. Please note: In order to ensure all funds have been fully utilized prior to the US Treasury's December 30, 2020 end date, the State of Washington must closeout contracts by October 31, 2020. All final requests for reimbursement must be received no later than November 15, 2020.

Expenditures must be used for necessary actions taken to respond to the public health emergency. These may include expenditures incurred to allow the local government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

Payments may be used only to cover costs not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either:

1. The cost cannot lawfully be funded using a line item, allotment, or allocation within that budget; OR
2. The cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

The "most recently approved" budget is the enacted budget for the relevant fiscal period for the particular government. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

Allowable expenditures include, but are not limited to:

1. Medical expenses such as:
 - a. COVID-19-related expenses of public hospitals, clinics, and similar facilities.
 - b. Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
 - c. Costs of providing COVID-19 testing, including serological testing.
 - d. Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
 - e. Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.
2. Public health expenses such as:

- a. Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
 - b. Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
 - c. Expenses for disinfection of public areas and other facilities, e.g., nursing homes, in response to the COVID-19 public health emergency.
 - d. Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
 - e. Expenses for public safety measures undertaken in response to COVID-19.
 - f. Expenses for quarantining individuals.
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
 4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
 - a. Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
 - b. Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
 - c. Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
 - d. Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
 - e. COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
 - f. Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
 5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
 - a. Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
 - b. Expenditures related to a State, territorial, local, or Tribal government payroll support program.
 - c. Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
 6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Budget & Invoicing

The Contractor shall determine the appropriate budget and use of funds within the following 6 budget categories and their sub-categories:

1. Medical
2. Public Health
3. Payroll
4. Actions to Comply with Public Health Measures
5. Economic Support
6. Other Covid-19 Expenses

The Contractor shall submit invoice reimbursement requests to the Commerce Representative using the Commerce Contract Management System's (CMS) Online A-19 Portal. Each reimbursement request must include:

1. A-19 Certification form – An authorized party of the local government will certify each invoice (A19) submitted for reimbursement and attest that all incurred expenditures meet the US Treasury Department's guidance: <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>
2. A-19 Activity Report
3. A detailed breakdown of the expenditures incurred within each applicable budget sub-category on the A-19 Activity Report.

The A-19 Certification and Activity Report templates will be provided with the executed contract. The documents are included in Attachment C and Attachment D for reference.

Receipts and proof of payment for costs incurred do not need to be submitted with A-19s. All contractors are required to maintain accounting records in accordance with state and federal laws. Records must be sufficient to demonstrate the funds have been used in accordance with section 601(d) of the Social Security Act. Commerce reserves the right to audit any costs submitted for reimbursement. The Contractor shall comply with Commerce A-19 audits and provide the appropriate records upon request.



LOCAL GOVERNMENT CORONAVIRUS RELIEF FUNDS CERTIFICATION

I, **<FIRST, LAST NAME>**, am the **<TITLE>** of **<LOCAL GOVERNMENT>**, and I certify that:

1. I have the authority and approval from the governing body on behalf of the Local Government to request reimbursement from the Department of Commerce (Commerce) per contract number **<COMMERCE CONTRACT NUMBER>** from the allocation of the Coronavirus Relief Fund as created in section 5001 of H.R.748, the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") for eligible expenditures included on the corresponding A-19 invoice voucher for report period **<REPORT PERIOD FROM A-19>**.
2. I understand that as additional federal guidance becomes available, a contract amendment to the agreement between Commerce and the Local Government may become necessary.
3. I understand Commerce will rely on this certification as a material representation in processing this reimbursement.
4. I certify the use of funds submitted for reimbursement from the Coronavirus Relief Funds under this contract were used only to cover those costs that:
 - a. Are *necessary expenditures* incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
 - b. ~~Were~~ not accounted for in the budget most recently approved as of March 27, 2020; and
 - c. Were incurred during the period that begins on March 1, 2020, and ends on October 31, 2020.
5. I understand the use of funds pursuant to this certification must adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure. We have reviewed the guidance established by U.S. Department of the Treasury¹ and certify costs meet the required guidance. Any funds expended by the Local Government or its subcontractor(s) in any manner that does not adhere to official federal guidance shall be returned to the State of Washington.

Footnote:

1 – Guidance available at <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf> (4/30/2020)

LOCAL GOVERNMENT CORONAVIRUS RELIEF FUNDS CERTIFICATION
Page 2 of 2

6. I understand the Local Government receiving funds pursuant to this certification shall retain documentation of all uses of the funds, including but not limited to invoices and/or sales receipts in a manner consistent with §200.333 *Retention requirements for records* of 2 CFR Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Such documentation shall be produced to Commerce upon request and may be subject to audit by the State Auditor.
7. I understand any funds provided pursuant to this certification cannot be used as a revenue replacement for lower than expected tax or other revenue collections.
8. I understand funds received pursuant to this certification cannot be used for expenditures for which the Local Government has received any other emergency COVID-19 supplemental funding (whether state, federal or private in nature) for that same expense.

I certify that I have read the above certification and my statements contained herein are true and correct to the best of my knowledge.

 Robert Hamlin
Printed Name

 Chair
Title

Signature

 June 9, 2020
Date:

APPROVED AS TO FORM:

Skamania County Prosecutor

CRF A-19 Activity Report
INSTRUCTIONS

INSTRUCTIONS:

A completed CRF A-19 Certification and Activity Report must be submitted with each A-19 reimbursement request. The A-19 Activity Report must be submitted as an Excel spreadsheet, not a PDF. You must also include a detailed breakdown of the individual expenditures reported in Column F for each applicable sub-category included on the A-19 Activity Report.

There are 6 primary budget categories;

1. Medical Expenses
2. Public Health Expenses
3. Payroll expenses for public employees dedicated to COVID-19
4. Expenses to facilitate compliance with COVID-19-measures
5. Economic Supports
6. Other COVID-19 Expenses

Each primary budget category includes sub-categories and provides an option to add "other" sub-categories not listed.

Follow the below instructions when completing the A-19 Activity Report:

- 1 **REPORT PERIOD** - *Enter* the report period into Cell D1 of the A-19 Activity Report.
 - a This should match the report period entered on the corresponding A-19.
 - b Report period should include MM/YY to MM/YYYY, i.e. 03/20, March 2020, 03/2020, etc.
- 2 **COLUMN E** - *Enter* the total amount of all previous reimbursement requests submitted to Commerce for each applicable sub-category.
- 3 **COLUMN F** - *Enter* the total amount being requested in the current reimbursement request for each applicable sub-category.
- 4 **COLUMN H: USE OF FUNDS** - You must include a general description of the use of the funds being requested for each applicable sub-category. Keep descriptions as concise as possible, but include adequate context to demonstrate how these funds helped address the COVID-19 emergency. If applicable, please consider:
 - a Providing a brief description of the specific activities performed.
 - b Identifying specific populations served.
 - c Identifying specific programs created or utilized.
 - d Including any known or intended outcomes, results, or community impacts.
- 5 **OTHER SUB-CATEGORIES** - Budget categories 1-5 include a placeholder to add an additional sub-category if necessary.
 - a *Enter* a **Title** for other expenses added within the appropriate budget category.
 - b *Enter* titles into Cells: D10, D19, D27, D36, and D41.
 - c There is only one "other" placeholder in each budget category section. Please combine multiple "other" sub-categories added to the same budget category.
- 6 **OTHER BUDGET CATEGORIES** - Budget category 6 is where you should include any eligible expenditures that don't fall under budget categories 1-5.
 - a *Enter* a **Title** for these "other" expenses within budget category 6.
 - b *Enter* titles into Cells D44 - D48.
 - c There are only 5 entry fields available within Budget Category 6.

Coronavirus Relief Fund
A-19 Activity Report

Report Period:

| Eligible Expenditures | Previously Reported Expenditures | Current Expenditures this Invoice | Total Cumulative Expenditures | Brief Description of Use of Funds |
|--|----------------------------------|-----------------------------------|-------------------------------|-----------------------------------|
| 1 Medical Expenses | | | | |
| A. Public hospitals, clinics, and similar facilities | \$ - | \$ - | \$ - | |
| B. Temporary public medical facilities & increased capacity | \$ - | \$ - | \$ - | |
| C. COVID-19 testing, including serological testing | \$ - | \$ - | \$ - | |
| D. Emergency medical response expenses | \$ - | \$ - | \$ - | |
| E. Telemedicine capabilities | \$ - | \$ - | \$ - | |
| F. Other: | \$ - | \$ - | \$ - | |
| Sub-Total: | \$ - | \$ - | \$ - | |
| 2 Public Health Expenses | | | | |
| A. Communication and enforcement of public health measures | \$ - | \$ - | \$ - | |
| B. Medical and protective supplies, including sanitation and PPE | \$ - | \$ - | \$ - | |
| C. Disinfecting public areas and other facilities | \$ - | \$ - | \$ - | |
| D. Technical assistance on COVID-19 threat mitigation | \$ - | \$ - | \$ - | |
| E. Public safety measures undertaken | \$ - | \$ - | \$ - | |
| F. Quarantining individuals | \$ - | \$ - | \$ - | |
| G. Other: | \$ - | \$ - | \$ - | |
| Sub-Total: | \$ - | \$ - | \$ - | |
| 3 Payroll expenses for public employees dedicated to COVID-19 | | | | |
| A. Public Safety | \$ - | \$ - | \$ - | |
| B. Public Health | \$ - | \$ - | \$ - | |
| C. Health Care | \$ - | \$ - | \$ - | |
| D. Human Services | \$ - | \$ - | \$ - | |
| E. Economic Development | \$ - | \$ - | \$ - | |
| F. Other: | \$ - | \$ - | \$ - | |
| Sub-Total: | \$ - | \$ - | \$ - | |
| 4 Expenses to facilitate compliance with COVID-19-measures | | | | |
| A. Food access and delivery to residents | \$ - | \$ - | \$ - | |
| B. Distance learning tied to school closings | \$ - | \$ - | \$ - | |
| C. Telework capabilities of public employees | \$ - | \$ - | \$ - | |
| D. Paid sick and paid family and medical leave to public employees | \$ - | \$ - | \$ - | |
| E. COVID-19-related expenses in county jails | \$ - | \$ - | \$ - | |
| F. Care and mitigation services for homeless populations | \$ - | \$ - | \$ - | |
| G. Other: | \$ - | \$ - | \$ - | |
| Sub-Total: | \$ - | \$ - | \$ - | |
| 5 Economic Supports | | | | |
| A. Small Business Grants for business interruptions | \$ - | \$ - | \$ - | |
| B. Payroll Support Programs | \$ - | \$ - | \$ - | |
| C. Other: | \$ - | \$ - | \$ - | |
| Sub-Total: | \$ - | \$ - | \$ - | |
| 6 Other COVID-19 Expenses | | | | |
| A. Other: | \$ - | \$ - | \$ - | |
| B. Other: | \$ - | \$ - | \$ - | |
| C. Other: | \$ - | \$ - | \$ - | |
| D. Other: | \$ - | \$ - | \$ - | |
| E. Other: | \$ - | \$ - | \$ - | |
| Sub-Total: | \$ - | \$ - | \$ - | |
| TOTAL: | \$ - | \$ - | \$ - | |

COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number D20-674

2. Contract Status: (Check appropriate box) Original Renewal Amendment

3. Contractor Information: Contractor: FEMA
Contact Person: Gary Urbis
Title: EMD Public Assistance Program
Address: TA-20 Building 20-B
Address: Camp Murray, WA. 98430-5122
Phone: 253-512-7402

4. Brief description of purpose of the contract and County's contracted duties: Allow Skamania County to fill out appropriate documentation for relief from COVID -19 Event

5. Term of Contract: From: March 22, 2020 To: 12/31/2024

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

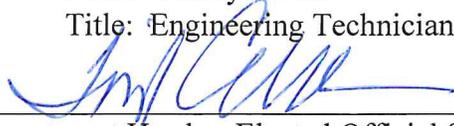
- Exempt (Purchase is \$2,500 or less upon order of the Board of Commissioners
- Informal Bid Process (Formal Quotes between \$2,500 and \$25,000)
- Formal Sealed Bid Process (Purchase is over \$25,000)
- Other Exempt (explain and provide RCW) _____

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. Amount Budgeted in Current Year: \$
Amount Not Budgeted in Current Year \$ Source: _____
Total Non-County Funds Committed: \$ Source: _____
Total County Funds Committed: \$
TOTAL FUNDS COMMITTED: \$

8. County Contact Person: Name: Randy Moline
Title: Engineering Technician III

9. Department Approval: 
Department Head or Elected Official Signature

10. Special Comments: FEMA Public Assistance Grant Agreement and PA Supplemental Contracting Documents

COMMISSIONER'S AGENDA ITEM COMMENTARY

| | | |
|--------------------------------|---|---|
| <u>SUBMITTED BY</u> | Public Works |  |
| | Department | Signature |
| <u>AGENDA DATE</u> | June 9, 2020 | |
| <u>SUBJECT</u> | FEMA 4481-DR-WA | |
| <u>ACTION REQUESTED</u> | Sign FEMA-COVID-19 Supplemental Contracting Documents | |

SUMMARY/BACKGROUND

March 13, 2020 the President declared a National Emergency followed by FEMA providing guidance for the Public Assistance Program in accordance with the COVID-19 Emergency.

FISCAL IMPACT

The FEMA funds would pay for unbudgeted cost associated with the COVID-19 Emergency.

RECOMMENDATION

Sign forms so that Public Works can continue the process of applying for the FEMA funds related to FEMA 4481-DR-WA.

LIST ATTACHMENTS

- Contract Face Sheet
- 3 Originals of the Supplemental Contracting Documents
- 2 Originals of the Public Assistance Grant Agreement
- 2 Original Designation Letter
- 2 Original Signature Authorization Form
- 2 Original Disaster Assistance Application
- 2 Original Debarment Form
- 2 W-9
- 2 Direct Deposit Form
- 2 FFATA / Audit Certification Form

HOW TO COMPLETE THE SUPPLEMENTAL CONTRACTING DOCUMENTS

Event Information:

| | |
|-------------------|----------------|
| Disaster Number: | 4481-DR-WA |
| Event Name: | COVID-19 |
| Declaration Date: | March 22, 2020 |
| Contract #: | D20-674 |
| FIPS #: | 059-99059-00 |

Step 1: Complete the following information to populate the forms.

1. Enter the date the forms will be submitted to EMD.

| | |
|-------------------------------|--------------|
| Date forms will be submitted: | June 9, 2020 |
|-------------------------------|--------------|

2. Enter jurisdiction/organization/subgrantee name and address.

| | | | |
|--------------------|----------------------|--------|-------|
| Applicant Name: | Skamania County | | |
| Doing Business As: | Skamania County | | |
| County: | Skamania | | |
| Street Address: | 240 NW Vancouver Ave | | |
| Mailing Address: | PO Box 790 | | |
| City: | Stevenson | State: | WA |
| | | Zip: | 98648 |

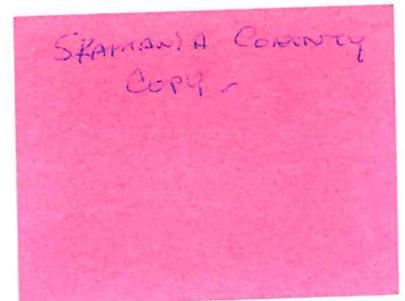
3. Enter tax identification number (TIN or EIN), state revenue # (UBI) and DUNS #. The TIN and DUNS are required.

| | |
|----------------------------|------------|
| Tax Identification Number: | 91-6001363 |
| State Business # (UBI): | 301000403 |
| DUNS #: | 017330861 |

If you do not know your organization's DUNS #, please contact your comptroller, accountant, or finance department. They should be able to give it to you. Smaller jurisdictions (such as irrigation districts) may not already have one, but you can call Dun & Bradstreet at **1-866-705- 5711** and indicate that you are a Federal grant applicant. You can also call this number to see if you have a DUNS number. The number is assigned immediately. The following information is requested:

- Legal Name
- Headquarters name and address
- Doing business as (DBA) or other name by which organization is commonly known or recognized
- Physical Address, City, State and Zip Code
- Mailing Address(if separate from Headquarters and/or physical address)
- Telephone Number
- Contact Name and Title
- Number of Employees at physical location

Please note: The DUNS number has to match the name on the Federal grant application (Request for Public Assistance)



4. Do you have an account already established with the State of Washington?

Do you have an account already established with the State and have you received funds from the state within the past 2 years?

- Yes and the account information is current – skip sections 5 and 6, continue to section 7.
 Yes but I need to make changes to the account information – continue to section 5.
 No – skip section 5, continue to section 6.

State Vendor #: _____

5. What information needs to be changed?

- Name Address Contact Information Email Account Info Additional Info

6. Complete this section if you do not have an open account with the State of Washington or any changes need to be made. You may also need to complete this section if you have not received funds from the State for 2 years. If all information is current, skip this section.

| | |
|----------------------------------|--|
| Contact Person: | Vickie Clelland |
| Phone: | 509-427-3757 |
| Fax: | 509-427-3740 |
| Email: | clelland@co.skamania.wa.us |
| Financial Institution: | Umpqua Bank |
| Phone: | 509-842-9310 |
| Routing Number: | 123205054 |
| Account Number: | 2100004106 |
| Account Type: | Checking <input checked="" type="checkbox"/> Savings |
| Authorized Representative: | Vickie Clelland, Skamania County Treasurer |
| Authorized Representative Title: | Vickie Clelland, Treasurer |

7. Type of Applicant.

| | |
|---|------------------------------------|
| Enter the letter corresponding to the type of applicant: | B |
| A - State | F – Higher Educational Institution |
| B – County | G – Indian Tribe |
| C - City | H – Private NonProfit |
| D – School District | I – Other (Specify) |
| E – Special Purpose District (includes Diking Districts, Fire Districts, Water Districts, etc.) | |
| If I: Other, specify type of organization (this is rare) | Do not fill this in |

8. Enter congressional district numbers and legislative district numbers located within in your jurisdiction. If you don't know them, check out <http://app.leg.wa.gov/districtfinder/>

| | |
|-----------------------------------|----|
| Congressional District Number(s): | 3 |
| Legislative District Number(s): | 14 |

9. Enter information regarding the primary contact. This is the person who will be our main day-to-day contact and will be signing most documents. This person must be named in the designation letter or resolution as the applicant agent. It is recommended that this person not be the authorizing authority such as the mayor or superintendent.

| | |
|--------|-------------------------|
| Name: | Sheriff Dave Brown |
| Title: | Skamania County Sheriff |
| Phone: | 509-427-2011 |
| Fax: | |
| Email: | daveb@co.skamania.wa.us |

10. Enter information regarding the alternate agent. This person can also sign documents and must be named in the designation letter or resolution as the alternate.

| | |
|--------|--------------------------|
| Name: | Tom Lannen |
| Title: | District 2 Commissioner |
| Phone: | 509-427-3702 |
| Fax: | |
| Email: | lannen@co.skamania.wa.us |

11. If the highest elected official or head authorizing authority is to be the applicant agent or alternate, then a resolution format must be used to designate the applicant agent and alternate. This section can be skipped if the highest elected official or head authorizing authority is not to be the applicant agent or alternate. This section can also be skipped if the jurisdiction has its own resolution format. Examples of governing body are the County Board of Commissioners, City Council, and School Board.

| | | | |
|--|-------------------------------|--------------|--------------------|
| Date of resolution: | Day: 17 | Month: March | Year: 2020 |
| Governing Body: | Board of County Commissioners | | |
| Individual certifying that the resolution is true and correct copy (usually clerk) | | | |
| Name: | Debbie Slack | Title: | Clerk of the Board |
| Date certifying resolution: | March 17, 2020 | | |

12. Enter the name, title, and term of office for the highest elected official or highest authorizing authority. This needs to be the person signing the designation letter or the person(s) signing the resolution. At least one is required. This person cannot be the applicant agent or alternate in sections 9 and 10.

| | | | |
|-------|---------------|--------|--------------|
| Name: | Bob Hamlin | Title: | Chair |
| Name: | Tom Lannen | Title: | Vice Chair |
| Name: | Richard Mahar | Title: | Commissioner |
| Name: | | Title: | |
| Name: | | Title: | |
| Name: | | Title: | |

13. Enter the name and title of anyone authorized to sign contracts. Unless your jurisdiction has rules stipulating otherwise, the applicant agent and alternate should be listed again in this section.

| | | | |
|-------|---------------|--------|--------------|
| Name: | Bob Hamlin | Title: | Chair |
| Name: | Tom Lannen | Title: | Vice Chair |
| Name: | Richard Mahar | Title: | Commissioner |

14. Enter name, email, and phone of *Chief Financial Officer*.

| | |
|--------|----------------------------|
| Name: | Robert Waymire |
| Email: | rwaymire@co.skamania.wa.us |
| Phone: | 509-427-3731 |

15. The authorized Chief Financial Officer completes and signs page 15: FFATA / Audit Certification Form.



**SKAMANIA COUNTY BOARD
OF COMMISSIONERS**

Skamania County Courthouse
240 NW Vancouver Ave | PO Box 790
Stevenson, WA 98648

(509)427-3700
Fax (509) 427-3708

Richard Mahar
District 1

Tom Lannen
District 2

Bob Hamlin
District 3

June 9, 2020

Mr. Gerald Urbas
Washington Military Department
Public Assistance Program
MS: TA-20 Building 20-B
Camp Murray, WA 98430-5122

Re: Designated Applicant Agent

Dear Mr. Urbas:

The purpose of this letter is to designate the Applicant Agent and Alternate authorized representative for

Disaster: 4481-DR-WA COVID-19
Applicant: Skamania County
Applicant Agent: Sheriff Dave Brown
Alternate Applicant: Tom Lannen

The purpose of this designation as the authorized representatives is to obtain Federal and/or State
Emergency or Major Disaster Assistance funds.

These representatives are authorized to execute all contracts, certify completion of projects, request
payments, and prepare all required documents for funding requirements.

Sincerely,

Robert Hamlin
Skamania County Chair



Designation of Applicant's Agent Resolution

Be it resolved by Board of County Commissioners of Skamania County
 (Governing Body) (Public Agency)

Sheriff Dave Brown, Skamania County Sheriff is hereby designated the authorized
 (Name of New Agent) (Title)

representative and Tom Lannen, District 2 Commissioner is designated
 (Name of Alternate) (Title)

the alternate for and in behalf of Skamania County, a public
 (Public Agency Name)

agency established under the laws of the state of Washington.

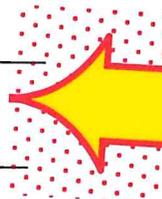
The purpose of this designation as the authorized representative is to obtain federal and/or state emergency or disaster assistance funds. These representatives are authorized on behalf of the Board of County Commissioners to execute all contracts, certify completion of projects, request payments, and prepare all required documentation for funding requirements.

Passed and approved this 17 day of March, 202020.

_____, Chair _____, Vice Chair _____
 (Signature) (Title) (Signature) (Title)

_____, Commissioner _____, _____, _____
 (Signature) (Title) (Signature) (Title)

_____, _____, _____, _____
 (Signature) (Title) (Signature) (Title)



Certification

I, Debbie Slack, duly appointed and Clerk of the Board of Skamania County,
 (Name) (Title) (Public Agency)

do hereby certify that the above is a true and correct copy of a resolution passed and approved by
 the Board of County Commissioners of Skamania County on the 17 day of March, 202020.
 (Governing Body) (Public Agency)

Date: March 17, 2020

 Clerk of the Board
 (Official Position) _____
 (Signature)

SIGNATURE AUTHORIZATION FORM

WASHINGTON STATE MILITARY DEPARTMENT
Camp Murray, Washington 98430-5122

Please read instructions on reverse side before completing this form.

| | |
|---|----------------------------|
| NAME OF ORGANIZATION Skamania County | DATE SUBMITTED |
| PROJECT DESCRIPTION Public Assistance Program, Disaster 4481-DR-WA | CONTRACT NUMBER D20-674 |

| 1. AUTHORIZING AUTHORITY | | |
|--------------------------|--------------------|----------------------|
| SIGNATURE | PRINT OR TYPE NAME | TITLE/TERM OF OFFICE |
| | Bob Hamlin | Chair |
| | Tom Lannen | Vice Chair |
| | Richard Mahar | Commissioner |

| 2. OTHER INDIVIDUALS AUTHORIZED TO SIGN CONTRACTS/CONTRACT AMENDMENTS | | |
|---|--------------------|--------------|
| SIGNATURE | PRINT OR TYPE NAME | TITLE |
| | Bob Hamlin | Chair |
| | Tom Lannen | Vice Chair |
| | Richard Mahar | Commissioner |

DISASTER ASSISTANCE APPLICATION

DEM - 131

Application Identifier: State Number: D20-674
Federal Disaster Number: 4481-DR-WA

Federal Catalog Number: 97.036 Title: Public Assistance Grants

Declaration Date: March 22, 2020

Applicant's FEMA Project Application Number: 059-99059-00

Legal Applicant Recipient:

Applicant's Name: Skamania County
Street Address: 240 NW Vancouver Ave
Mailing Address: PO Box 790 County: Skamania
City: Stevenson State: WA Zip Code: 98648

Applicant Agent:

Name: Sheriff Dave Brown
Title: Skamania County Sheriff

Signature: 

Contact Information:

Phone: 509-427-2011
Fax: _____
E-mail: daveb@co.skamania.wa.us
Date: 6-2-20

Alternate Applicant Agent:

Name: Tom Lannen
Title: District 2 Commisisoner

Signature: _____

Phone: 509-427-3702
Fax: _____
E-mail: lannen@co.skamania.wa.us
Date: _____

Type of Applicant:

- A - State
- B - County
- C - City
- D - School District
- E - Special Purpose District
- F - Higher Educational Institution
- G - Indian Tribe
- H - Private NonProfit
- I - Other (Specify) Do not

Enter Appropriate Letter

Congressional District Number: 3

State Legislative District Number: 14

Governor's Authorized Representative:

Signature _____ Date: _____

NOTE: Shaded blocks for WA EMD use.

Tom to sign this one not Chair

TO

Dated this 9 day of June 2020.

ATTEST:

**BOARD OF COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON**

Robert Hamlin, Chairman

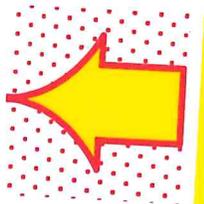
T.W. Lannen, Commissioner

Richard Mahar, Commissioner

Clerk of the Board

Approved as to form only:

Skamania County Prosecuting Attorney



Aye _____
Nay _____
Abstain _____
Absent _____

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Skamania County

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
240 NW Vancouver Ave

6 City, state, and ZIP code
Stevenson WA 98648

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type. See Specific instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

| | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|
| | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|

OR

Employer identification number

91-6001363

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ _____ Date ▶ _____

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What Is backup withholding, later.*

Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form

| | | | |
|---|--|--|---|
| NAME Skamania County | | Doing business as (DBA) | |
| ADDRESS 240 NW Vancouver Ave Stevenson | Applicable Procurement or Solicitation #, if any: WA 98648 | WA Uniform Business Identifier (UBI) 301-000-403 | Federal Employer Tax Identification #: 91-6001363 |
| This certification is submitted as part of a request to contract. | | | |

Instructions For Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

READ CAREFULLY BEFORE SIGNING THE CERTIFICATION. Federal regulations require contractors and bidders to sign and abide by the terms of this certification, without modification, in order to participate in certain transactions directly or indirectly involving federal funds.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. 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 prospective lower tier participant 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.
3. The prospective lower tier participant shall provide immediate written notice to the department, institution or office to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable CFR, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under applicable CFR, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business activity.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under applicable CFR, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, 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.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

The prospective lower tier participant certifies, by submission of this proposal or contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this form.

Bidder or Contractor Signature: _____

Sheriff Dave Brown

Print Name and Title: _____

Skamania County Sheriff

Date: 6-2-20

PLEASE
DO NOT
STAPLE



Office of Financial Management
Better information. Better decisions. Better government. Better Washington.

PRINT FORM

Statewide Payee Registration
Washington State

PLEASE READ BEFORE PROCEEDING

- The legal name on both forms must match each other and the legal name on file with the IRS.
- Please use **dark blue or black ink** when signing, or if filling out the forms by hand.
- Please fill out this form (**both pages**) in its entirety, even if some information has not changed.
- A 9-digit US taxpayer identification number (either SSN or EIN) is required on **both** forms.

If you know your Statewide Vendor Number, enter it here: _____

STEP 1: Enter information about the payee and contact person

Skamania County
 Legal Name of Payee as it appears on federal tax forms (see W-9) _____

Skamania County
 Business Name, if different from Legal Name above – e.g. Doing Business As (DBA) Name _____

PO Box 790
 Mailing Address _____

Stevenson WA 98648
 City, State and Zip Code _____

cllland@co.skamania.wa.us
 Email to receive Statewide Vendor Number and payment notifications _____

91-6001363
 SSN OR EIN _____

Vickie Clelland
 Contact Person _____

509-427-3757
 Contact Telephone Number _____

509-427-3740
 Contact Fax Number _____

STATE USE ONLY Agy#/Owner-Int./System/Identifier _____

Type of Business (If Non Profit or Tax Exempt, please submit your determination letter) _____

STEP 2: Select Payment Option:

- Direct Deposit to bank (recommended) or
- Check in US mail (terminates any previous banking information on file)

STEP 2a: For Direct Deposit, complete all fields below and sign

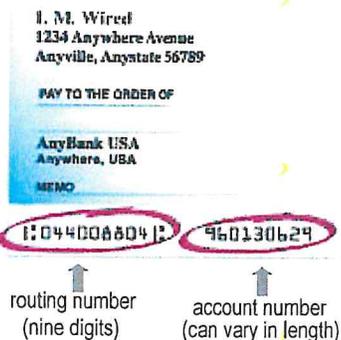
In addition to providing your banking information on this form, you may also attach a voided check.

Umpqua Bank 509-842-9310
 Financial Institution Name – must be a US institution Financial Institution Phone Number

123205054 2100004106
 Routing Number – see example at right Account Number – see example at right

Account Type: PPD (Personal) CCD (Corporate/Business)
 Will default to CCD if no option is checked

Checking Savings
 Will default to Checking if no option is checked



Authorization for Direct Deposit:

I hereby authorize and request the Office of Financial Management (OFM) and the Office of the State Treasurer (OST) to initiate credit entries for payee payments to the account indicated above, and the financial institution named above is authorized to credit such account. I agree to abide by the National Automated Clearing House Association (NACHA) rules with regard to these entries. Pursuant to the NACHA rules, OFM and OST may initiate a reversing entry to recall a duplicate or erroneous entry that they previously initiated. I understand that, if a reversal action is required, OFM will notify this office of the error and the reason for the reversal. This authority will continue until such time OFM and OST have had a reasonable opportunity to act upon written request to terminate or change the direct deposit service initiated herein.

Vickie Clelland, Skamania County Treasurer

Authorized Representative (Please Print)
 (Not to be signed by your financial institution)

Vickie Clelland, Treasurer

SIGNATURE of Authorized Representative
 (No stamped or electronic signatures please)

Vickie Clelland, Treasurer

Title

June 9, 2020

Date



WASHINGTON MILITARY DEPARTMENT

Audit Certification and FFATA Reporting Form

| CONTACT INFORMATION | | | |
|--|--|----------------------------|----------|
| Subrecipient Name (Agency, Local Government, or Organization): Skamania County | | | |
| Subrecipient Data Universal Numbering System (DUNS) / Unique Entity Identifier (UEI) Number: 017330861 | | | |
| Authorized Financial Representative (Name and Title): Vickie Clelland, Skamania County Treasurer | | | |
| Address: 240 NW Vancouver Ave | | Stevenson | WA 98648 |
| Email: clelland@co.skamania.wa.us | | Phone Number: 509-427-3757 | |

Directions: As required by 2 CFR Part 200 Subpart F, non-federal entities that expend \$750,000 in federal awards in a fiscal year shall have a single or program-specific audit conducted for that year. If your entity **is not** subject to these requirements, you must complete Section A of this Form. If your entity **is** subject to these requirements, you must complete Section B of this form. All subrecipients must complete the Federal Funding Accountability and Transparency Act (FFATA) related questions in Section C of this Form. Failure to return this completed Form to contracts.office@mil.wa.gov may result in delay of grant agreement processing, withholding of federal awards or disallowance of costs, and suspension or termination of federal awards.

| SECTION A: Entities NOT subject to the audit requirements of 2 CFR Part 200 Subpart F (check all that apply) |
|--|
| <input type="checkbox"/> We did not expend \$750,000 or more of total federal awards during the preceding fiscal year. |
| <input type="checkbox"/> We are a for-profit organization. |
| <input type="checkbox"/> We are exempt for other reasons (describe): |
| However, by signing below, I agree that we are still subject to the audit requirements, laws, and regulations governing the program(s) in which we participate; that we are required to maintain records of federal funding and to provide access to such records by federal and state agencies and their designees; and that WMD may request and be provided access to additional information and/or documentation to ensure proper stewardship of federal funds. |

| SECTION B: Entities that ARE subject to the audit requirements of 2 CFR Part 200 Subpart F (Complete the information below and check the appropriate box) |
|---|
| <input checked="" type="checkbox"/> We completed our last 2 CFR Part 200 Subpart F Audit on [enter date] for fiscal year [enter date]. There were no findings related to federal awards or internal controls. <u>SEPT. 23, 2019</u> <u>2018</u> |
| <input type="checkbox"/> We completed our last 2 CFR Part 200 Subpart F Audit on [enter date] for fiscal year [enter date] and there were findings related to federal awards and/or internal controls. |
| <input type="checkbox"/> Our completed 2 CFR Part 200 Subpart F Audit will be available on [enter date] for fiscal year [enter date]. |
| Provide a complete copy of the audit report electronically to contracts.office@mil.wa.gov or provide the state audit number [enter number]. <u>1024656</u> |

SECTION C: Federal Funding Accountability and Transparency Act (check the corresponding answer)

In your preceding fiscal year, did your organization receive 80% or more of its gross revenues from federal funding? Yes No

In your preceding fiscal year, did your organization receive \$25,000,000 or more in federal funding? Yes No

If you answered *yes* to the previous questions, WMD Contracts staff will request additional information to comply with FFATA reporting.

I hereby certify that I am an individual authorized by the above identified entity (subrecipient) to complete this form. Further, I certify that the above information is true and correct, and all material findings contained in the audit report/statement have been disclosed. Additionally, I understand this form is to be submitted every fiscal year for which this entity is a subrecipient of federal award funds from the Department until the grant agreement is closed.

Vivian Clelland, Treasurer

Signature of Authorized Financial Representative:

Date: 2/10/2020

COMMISSIONER'S AGENDA ITEM COMMENTARY

| | | |
|--------------------------------|--|---|
| <u>SUBMITTED BY</u> | Community Health Department | Signature  |
| <u>AGENDA DATE</u> | Board of County Commissioners, 6/10/2020 | |
| <u>SUBJECT</u> | Connie Clark, BSN, MSN, ANP Amendment #3 | |
| <u>ACTION REQUESTED</u> | Signature | |

SUMMARY/BACKGROUND

Amends Professional services contract for Nurse Practitioner to provide additional funding for family planning services for Public (Personal) Health and limited Behavioral Health programs.

FISCAL IMPACT

EXPENSE CONTRACT

\$35,000

RECOMMENDATION

Sign

LIST ATTACHMENTS

- Face Sheet
- Contract
- Attachment A-Scope of Practice
- Attachment B-HIPAA Business Associate Agreement
- Attachment C-Suspension & Debarment Certification

**SKAMANIA COUNTY - PROFESSIONAL SERVICE CONTRACT
BETWEEN SKAMANIA COUNTY
AND CONNIE CLARK, BSN, MSN, ARNP
(2018 - Ongoing)**

THIS CONTRACT, by and between **SKAMANIA COUNTY**, a municipal corporation, hereinafter referred to as the "**COUNTY**", and **CONNIE CLARK**, 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 Attachments A, B and C, which have been initialed by the parties, 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, 2018 and be ongoing until such time that either party terminates this agreement; 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 upon seven (7) days written notice.

5. **PAYMENTS FOR SERVICES.**

- A. The consideration for the services to be performed by the CONTRACTOR shall not exceed ~~\$35,000~~, ~~\$70,000~~, \$105,000 including Washington sales tax, and shall be paid as outlined below or in Attachment A. Travel costs (including mileage, lodging and per diem) will be paid at government rates to CONTRACTOR for attending trainings at the request of COUNTY. These travel payments will be in addition to the amount listed.
- B. Payment on the account of the contracted services shall be made not more than monthly, 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.

6. **INDEMNIFICATION**

The COUNTY shall hold CONTRACTOR harmless and the COUNTY has agreed to defend and indemnify CONTRACTOR for claims arising out of services provided within the Scope of Practice (Attachment A) of this contract.

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: June 9, _____, 20 20

**SKAMANIA COUNTY
BOARD OF COMMISSIONERS**

CONNIE CLARK, BSN, MSN, ARNP

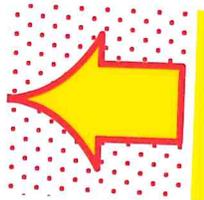
Chairman

Connie Clark NP

Commissioner

6/2/2020
Date

Commissioner



APPROVED AS TO FORM ONLY:

ATTEST:

Prosecuting Attorney

Clerk of the Board

Attachment A

Connie Clark, BSN, MSN, ARNP Scope of Practice for Nurse Practitioner

Important Note: For federal funding purposes this is considered a Vendor Contract Agreement.

- 1) Licensed through DOH and able to perform medical exams, Family Planning procedures and follow-up mental health prescribing.
- 2) Charting will be completed in Credible or assigned electronic records system, for each client by the end of the appointment work day.
- 3) Contractor will implement Family Planning policies and procedures and medical standing orders as approved by the Regional Health Officer.
- 4) Follow state and federal Family Planning guideline, maintaining verifiable records of services provided to the clients and forms necessary for local, state and federal programs.
- 5) Conduct oneself accordingly in the organizational culture of the County with regards to professional conduct and client confidentiality.
- 6) Negotiate a work schedule with the clinic at least one month in advance; notify staff of needed time off in a timely manner.
- 7) Document time worked in each program; submit time to fiscal contract on a monthly basis.
- 8) Contractor will be responsible for their own benefits and taxes.
- 9) Contractor will be available for consultation with County, State and Federal Program representatives.
- 10) Contract shall not exceed ~~\$35,000~~ ~~\$70,000~~ \$105,000 for clinical services. County required training costs will be additional.
- 11) Payment for services will be at the rate of \$65 per hour. No additional payment will be made for travel, per diem or incidental costs. Travel costs (including mileage, lodging and per diem) related to trainings required by COUNTY will be paid at government rates to CONTRACTOR
- 12) Contractor may apply for Family Planning Education funds (if they are available) to help offset the cost of FP training registration fees. The PH Nurse Manager and Behavioral Health Manager make final decisions on the allocation of training funds.



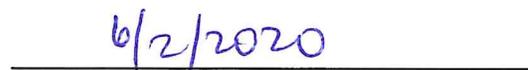
Community Health



Connie Clark, BSN, MSN, ARNP



Date



Date

Attachment B
HIPAA Business Associate Agreement

Definitions: COUNTY shall mean **Skamania County**
CONTRACTOR shall mean **Connie Clark, BSN, MSN, ARNP**

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.

Connie Clark NP

Contractor

Allen Escobar

Community Health

6/2/2020

Date

6/2/2020

Date

Attachment C
SUSPENSION & DEBARMENT CERTIFICATION

Definitions: COUNTY shall mean **Skamania County**
CONTRACTOR shall mean **Connie Clark, BSN, MSN, ARNP**

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.

Connie Clark NP
Contractor

Allen S. [Signature]
Community Health

6/2/2020
Date

6/2/2020
Date

COMMISSIONER'S AGENDA ITEM COMMENTARY

| | | |
|--------------------------------|---|--|
| <u>SUBMITTED BY</u> | <u>PUBLIC WORKS</u> |  |
| <u>AGENDA DATE</u> | Department <u>June 9, 2020</u> | Signature |
| <u>SUBJECT</u> | <u>Skamania County Fuel Sites</u> | |
| <u>ACTION REQUESTED</u> | <u>Buy Software and Equipment to run Fuel Sites</u> | |

SUMMARY/BACKGROUND

This contract is for providing Skamania County with the means to manage their own fuel sites, Cook Underwood, Stevenson, and Mt Pleasant. The contract with Northwest Pump in conjunction with SME Solutions, LLC will give the county the software, training, equipment and updates at each site to be able to monitor and bill each department that uses the facilities. Public Works Department will manage and maintain billings and will offset cost with a surcharge to departments to pay for maintenance of this system

Fuel for the sites is still on State Contract and will be delivered to the sites by Wilcox & Flegel at which time Skamania County will be billed for the fuel at that days cost.

FISCAL IMPACT

The Proposals from Northwest Pump and SMW Solutions for Software upgrade, equipment, and training for the Skamania County Fuel Sites is about \$6,824.58

RECOMMENDATION

That Skamania County Board of Commissioners, by motion action, buy software package and training from Northwest Pump and SME Solutions to take over the Skamania County Fuel Sites

LIST ATTACHMENTS

- Northwest Pump Contract
- SME Contract
- Facesheets

Enter into contract with Northwest Pump and SME Solutions, LLC for software, setup, trainings and upgrades for the three (3) existing Skamania County Fuel Sites. Skamania County will be able to manage and bill departments for use of fuel sites.

Dated this 9 day of June 2020.

ATTEST:

**BOARD OF COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON**

Robert Hamlin, Chairman

T.W. Lannen, Commissioner

Clerk of the Board

Richard Mahar, Commissioner

Approved as to form only:

Skamania County Prosecuting Attorney

Aye _____
Nay _____
Abstain _____
Absent _____





2800 NW 31st Avenue, Portland, OR 97210, Phone: 503-227-7867

PETROLEUM & INDUSTRIAL

| | | | |
|--|------|--|-------------------------------------|
| TELEPHONE: | FAX: | DATE OF QUOTATION: 04/10/20 | QUOTE NUMBER Wilson041020 |
| CUSTOMER / CONTACT: Skamania County WA | | PROJECT / LOCATION: SQL Software | |

TERMS AND CONDITIONS OF SALE

| | |
|---|--|
| <p>N.W. Pump is not responsible for delays in delivery due to strikes, accidents, priority restrictions or other conditions beyond our control or its failure or delay to order or deliver due to the purchaser's failure to pay N.W.Pump any monies owed on an open job account or job basis. The prices herein do not apply in the event of an underground obstruction, including but not limited to utilities and impenetrable soil, is discovered after this proposal is made. In such event, Buyer is liable for all increased costs. Buyer may cancel by giving written notice, however, Buyer is liable for all costs incurred by N.W. Pump to the date notice is received. Cancellations or returns are subject to a minimum fifteen (15%) percent restocking charge. Payment terms are net cash on delivery, unless N.W. Pump has approved credit terms or otherwise specified within. If litigation is necessary to enforce this agreement, the prevailing party will be entitled to reasonable attorney's fees, court costs, and interest. Products carry only the manufacturer's warranty, if any. NWP makes no representations as to product compliance with government regulations. There are no expressed or implied warranties as to goods or services provided by NWP, including the implied warranty of merchantability or fitness for a particular purpose. Statements by a NWP representative that differ from the foregoing shall have no effect. NWP will not be liable for direct, indirect, special or consequential damages, business interruption or loss of profits damages, sustained by Customer or any party claiming by, through or under Customer.</p> | <p>This offer to furnish equipment on the following terms and conditions expires 15 days from the above date.</p> <p>N.W. Pump, Inc. reserves the right to adjust equipment prices to conform to prices in effect at the time of delivery</p> <p><u>Equipment prices are subject to all applicable taxes. Return of non-stock and special order items are subject to restock charges or may not be returnable.</u></p> |
|---|--|

Acceptance of Proposal:

SALES TOTALS

| | |
|--|---|
| <p>The above price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to supply equipment and/or labor as specified. Payment will be made as outlined above. I understand acceptance of the quotation does not constitute an order until credit has been approved. I understand that Northwest Pump may file a Right to Lien against the equipment/labor.</p> | <p>EQUIPMENT SUBTOTAL: \$ 4,240.00 INCOMING FREIGHT: ESTIMATED SALES TAX: * \$ 349.80 <small>*Actual sales tax may vary, the customer must pay the tax shown on the invoice.</small> TOTAL: \$ 4,589.80</p> |
|--|---|

- | | |
|--|--|
| <ol style="list-style-type: none"> Price excludes tank offloading, electrical, piping and installation. All Prices are FOB Northwest Pump warehouse except where noted differently. Terms: <u>25%</u> down. Tanks and dispensers balance due on completion at factory. Net 30 upon approved credit Terms: <u>50%</u> down on all EVR/ISD systems. Non Returnable/Non Refundable Prices are good for 15 days from date of quotation. Exception are steel tanks which are 7 days. Gilbarco / Gasboy Terms: Special terms apply to the Gilbarco/Gasboy Equipment. Prices reflect a 3% cash discount. Payments must be received within 10 days of invoice. Invoices are sent upon completion of the order at the factory. 3% will be added to invoice and may be deducted if paid within 10 days. Credit card payment not applicable with these terms. | <p>Initials</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> |
|--|--|

BY SIGNING AND ACCEPTING THIS QUOTATION, CUSTOMER ACKNOWLEDGES THAT HE/SHE HAS READ, UNDERSTANDS AND AGREES WITH ALL OF THE TERMS AND CONDITIONS LISTED WITHIN

| |
|----------------------------------|
| QUOTED BY: Steve Corah |
| SIGNATURE _____ |
| DATE 04/10/20 |
| PRINT NAME _____ DATE _____ |

| | |
|--------------------|--------------|
| ACCEPTED BY: _____ | TITLE: _____ |
| SIGNATURE _____ | DATE _____ |
| PRINT NAME _____ | |

Northwest Pump and Equipment Co. is an Employee Owned company that has been a Petroleum Equipment Distributor since 1959. We are the West's largest distributor of tanks, piping, pumps, meters, tank monitoring systems, leak monitoring systems and lubrication equipment. We are pleased to offer this quotation for the referenced project. Please contact me if you need additional information.

APPROVED AS TO FORM:
Skamania County Prosecutor

| | | | | |
|-------------------------|-------------|--|-------------------|---------------------|
| COMPANY: | | Skamania County | DATE OF QUOTATION | QUOTE NUMBER |
| PROJECT: | | SQL Software | 04/10/20 | Wilson041020 |
| QTY | Part Number | DESCRIPTION | UNIT PRICE | EXTENDED |
| FUEL MANAGEMENT: | | | | |
| 1 | 20-6180 | PetroVend SQL Lite Software - 5 site license | 2,900.00 | \$ 2,900.00 |
| 1 | 20-6180-03 | PetroVend SQL Lite factory-direct training (REQUIRED) | 550.00 | \$ 550.00 |
| 1 | 20-7078 | PetroVend Dial-out External Modem for Network authorization | 790.00 | \$ 790.00 |
| 1 | | Installation, Start-up/Training by SME Solutions | | to follow |

Phoenix SQL Lite™ Fuel Management Software

Powerful, Precise – yet Simple – Reconciliation Software

Standalone software easily installs on a PC, performing reconciliation and on-demand or scheduled transaction polling to streamline data management for small to mid-size sites.



Phoenix SQL Lite™

Phoenix SQL Lite™ PC-based software leverages Microsoft SQL Express to deliver comprehensive site reconciliation and powerful data management capabilities from a user-friendly Windows® interface. Phoenix SQL Lite has all of the features of Phoenix SQL, but as a standalone Windows application (as opposed to a web-based application) it is designed for single-user operations.

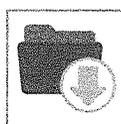
Applications

- ◆ Developed for linear and simple scalability across an entire fueling operation
- ◆ Interfaces directly with all OPW tank gauges, most third-party tank gauge systems, as well as FSC3000™ and System2™ fuel site controllers
- ◆ Custom import/export features simplify card management and provide flexibility for diverse data reporting needs



PRECISE

Offers comprehensive site reconciliation for accurate tracking of inventory levels, helping site managers minimize the financial impact of unaccounted fuel losses



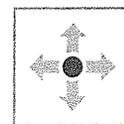
EASY TO INSTALL

Software can be quickly downloaded and easily installed on Windows-compatible PCs without complicated configuration requirements



USER-FRIENDLY

Phoenix SQL Lite's clean and simple graphical user interface is easy to navigate. A supportive "Help" feature enables users to maximize the program's data management and configuration tools



INTEGRATED

Software is compatible with OPW tank gauges, most third-party tank gauge systems, as well as FSC3000™ and System2™ fuel site controllers

Contact your OPW representative to learn more about OPW's user-friendly Phoenix SQL Lite™ today!

Phone: (708) 485-4200 ◆ Fax: (708) 485-4630 ◆ 6900 Santa Fe Drive ◆ Hodgkins, Illinois USA 60525 ◆ www.opwglobal.com

Phoenix SQL Lite™ Fuel Management Software

Features

- Provides complete site reconciliation and data management
- Provides communications through dial modem, cell modem, Ethernet or direct connection
- Export transactions in Excel, CSV, XML and all formats supported by Phoenix for Windows®
- Interfaces directly with all OPW tank gauges and most third-party tank gauge systems, as well as OPW's FSC3000™ and System2™ fuel site controllers
- Database can be uploaded to a server to allow additional personnel to view the data
- Compatible with Windows® 7 32/64 bit, Windows® 8.1 32/64 bit, Windows® 10 32/64 bit
- Software is available for download from the OPW website or can optionally be provided on a flash drive

Benefits

- Windows®-based software is simple to install and easy to learn
- Program's supportive "Help" features guides users through common programming tasks
- Custom import/export features enhance card data management

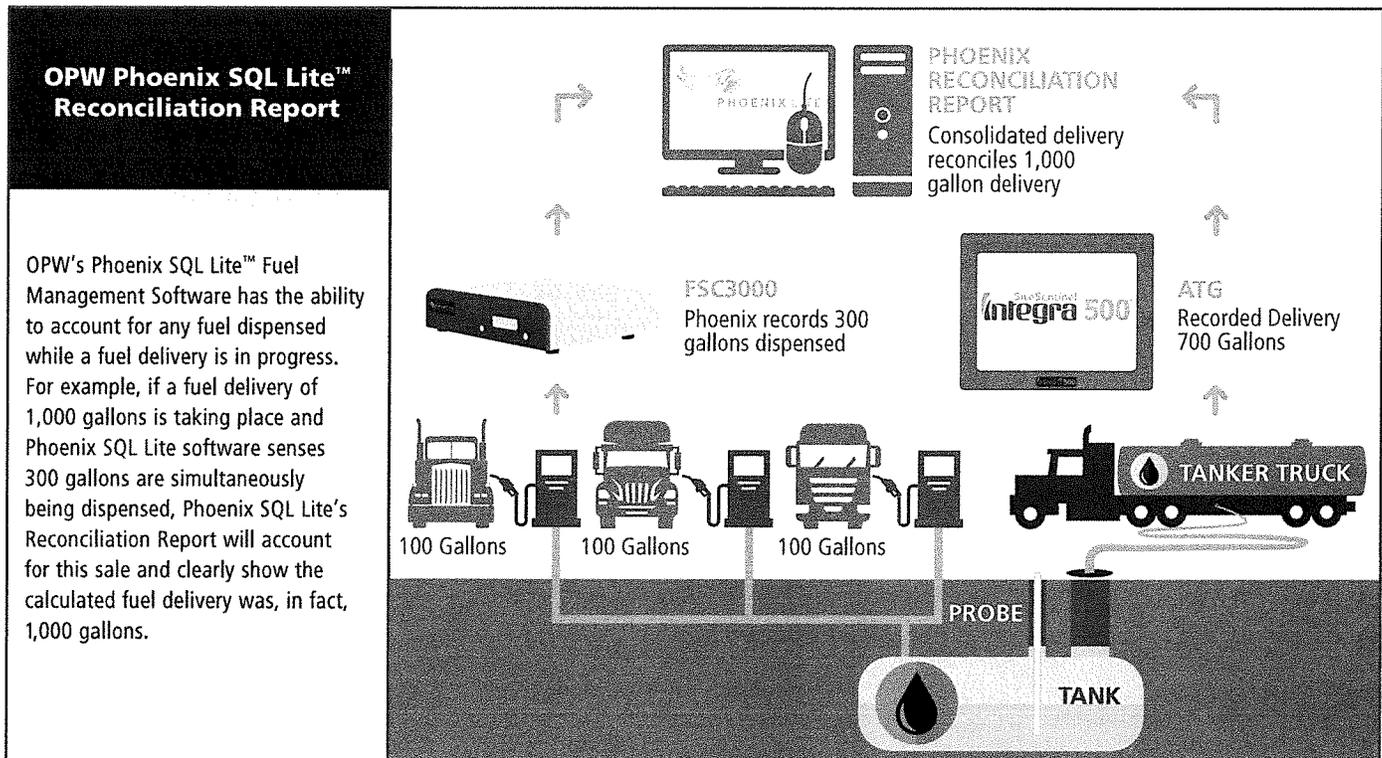
Use Microsoft SQL Server for Storing and Managing Data

- Application supports SQL Server 2014 Express Edition, which is automatically installed

Hardware Requirements

- A Windows® PC with 2 GHz or higher processor speed running Windows® 7 32/64 bit, Windows® 8.1 32/64 bit or Windows® 10 32/64 bit; 120 GB hard disk space; 1024 x 768 pixel display
- System2™ or FSC3000™ Fuel Site Controllers

Note: Windows is a registered trademark of Microsoft Corp.





10107 South Tacoma Way, Suite 2-A
Lakewood, WA 98499
253-572-3822

2800 NW 31st Ave
Portland, OR 97210
503-205-7777

Fax: 253-572-0978

QUOTATION

DATE: 4/16/2020
QUOTE # 041620DT-2

TO: Wilcox - Monica Wallace

PROJECT: Skamania County
Multiple Locations

SUBJECT: Install customer supplied Phoenix Software
Establish remote connections and program per customer
Travel to sites and remove Abierto boxes

THANK YOU FOR YOUR INQUIRY. WE ARE PLEASED TO SUBMIT THIS PROPOSAL FOR YOUR CONSIDERATION.

| REFERENCE | QUANTITY | QUANTITY AND DESCRIPTION | Unit Price | AMOUNT |
|-----------|----------|--|--------------|----------|
| 1 | | Scope of Work | | |
| 2 | | Mobilize to central office | | |
| 3 | | Setup Phoenix software | | |
| 4 | | Install customer supplied Dial-out modem & USB to Serial cable | | |
| 5 | | Remotely connect to satellite locations and push customer database | | |
| 6 | | Program prompts per customer guideline | | |
| 7 | | | | |
| 8 | | Mobilize to each satellite location | | |
| 9 | | Remove Abierto box | | |
| 10 | | Perform test transaction and verify that transaction is reported to Phoenix software. | | |
| 11 | | | | |
| 12 | | | | |
| 13 | | | | |
| 14 | | | | |
| 15 | | | | |
| 16 | | | | |
| 17 | | | | |
| 18 | | | | |
| 19 | | | | |
| 20 | | Schedule of Pricing | | |
| 21 | 1 | 1111 Mt Pleasant Rd - Washougal, WA | \$500.00 | 500.00 |
| 22 | 1 | 8871 Cook-Underwood Rd - Underwood, WA | \$500.00 | 500.00 |
| 23 | 1 | 1001 N Hwy 14 - Stevenson, WA | \$500.00 | 500.00 |
| 24 | 1 | Phoenix Software Setup | \$575.00 | 575.00 |
| 25 | | | | |
| 26 | | | | |
| 27 | | Notes and Exclusions: | | |
| 28 | | This quote has been provided without a site inspection. Quote assumes clear and uninterrupted access to all equipment. End of the day shutdown runs according to standards, all wiring is per code and complete, all dispenser software is of current version, all equipment is on site or delivered to SME Solutions, if provided by others. Any work required outside the listed scope of work will be delivered to the site management for approval and will be billed on a T&M basis. Any delays caused by others outside the control of SME Solutions will result in additional charges at our hourly rate. | | |
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| 32 | | | | |
| 33 | | | | |
| 34 | | | | |
| 35 | | | Tax Rate | 7.70% |
| 36 | | | | |
| 37 | | | Sub-total | 2,075.00 |
| 38 | | | Tax | 159.78 |
| 39 | | | Est. Freight | n/a |
| 40 | | | Total | 2,234.78 |

Payment terms

1. **NET 30 TERMS.** Lien notices will be filled for jobs over \$3,000.00. Lien releases will be issued only upon final payment. Quotation includes estimated Sales tax. Sales tax for applicable items will be added to the final invoice.

Testing

2. Quotations for testing do not guarantee a passing test result. SME Solutions LLC will make all reasonable attempts to achieve a passing test at the time the test is performed. This does not include the repair or replacement of any parts or equipment. Failed test are the sole responsibility of the customer and repairs made during testing will be billed per section 21. Full payment of the cost of the testing, whether passed or failed, will be the customer's responsibility and all balances for testing work are due at the time of invoice. Failure to pay for testing work will result in withholding testing results and refusal to perform any additional work for the customer.

System Upgrades

3. SME Solutions LLC is not responsible for customer's loss of revenue or profit. Additional charges will be assessed for delays outside of our control as well as charges associated with software malfunction, network connectivity or back-office issues. Estimated site downtime is based on equipment performance as published by the supplier or manufacturer. Hours in excess of the estimated project duration are billed as extra. Quote is for work performed during normal business hours. All work performed outside of normal business hours will be additionally billed at premium rates. Other advanced dealer option programming is not included.

SME SOLUTIONS, LLC
10107 South Tacoma Way
Lakewood, WA 98499

SME SOLUTIONS, LLC
2800 NW 31st Ave.
Portland, OR 97210

Initial I agree to contents of page 1



THIS QUOTE VALID FOR 60 DAYS FROM DATE OF QUOTATION.

1. QUOTATION TERMS & CONDITIONS

1. It is understood and agreed that SME Solutions LLC. ("SME") shall not be liable to the recipient ("Customer") of SME's Quotation to which these Terms & Conditions are attached and made a part for all purposes, for any loss, damage, or delays occasioned by fire, strikes, or material stolen after delivery upon premises, lockouts, acts of God, or the public enemy, accidents, boycotts, weather, floods, freight embargoes, causes incident to national emergencies, war, or any other causes beyond the control of SME. Prices used in the Quotation are based upon present prices, work performed during normal business hours and upon the condition that the Quotation will be accepted within 60 days. Premium rates will apply to all work done outside of normal business hours regardless of cause. Any typographical errors are subject to correction without penalty to SME. Any terms inconsistent with those stated herein, and any additional terms, which may be part of Customer's purchase order or any other documentation provided by Customer, are hereby acknowledged by Customer to be rejected by SME in their entirety and will not be binding on SME in any manner.

2. Upon acceptance by the Customer, this Quotation and its related plan and/or specifications agreed to between SME and the Customer and signed by both parties, shall constitute the entire agreement and description of work to be performed ("Contract"); neither SME nor Customer will be bound by any oral representations or other statements of any kind made by any person. The project will be constructed according to plans and specifications which have been examined by the Customer and which have been or will be signed by both SME and Customer. Except as expressly provided in 5 below, any work not expressly described in the Quotation, including and dewatering and any related disposal work, is excluded, and no other project work shall be performed without prior written authorization of both SME and Customer as may be provided on a SME's change order form describing the agreed terms including the price for such additional work.

3. The Contract price is based on the following mutual assumptions: (i) that the project site and adjoining land are not filled ground or hardpan and the bearing capacity of the ground exceeds 1,000 pounds per square foot and is stable, and contains no rock formations or boulders; (ii) that there are no septic tanks, pipe lines, conduits, electric lines, sprinkler lines or any other obstructions other than those indicated on the plans; (iii) that no underground or surface water conditions will interfere with the work; and (iv) that no surcharge engineering will be required. If any of the site conditions should vary from the above-assumptions requiring additional work or materials to complete the work under the Contract, or should the Customer order additional work, SME shall be paid for same as agreed upon in the subject change order.

4. The Contract price shall not include costs and disbursements required for obtaining permits or licenses or any other authorization required by governmental agencies or any other public (or quasi-public) authorities, unless specifically included. The Customer will pay assessments and charges required by governmental agencies or any other public (or quasi-public) authorities, and any utilities, for financing or repaying the cost of sewers, storm drains, water service, and other utilities, including sewer and storm drain reimbursement charges, revolving fund charges and the like. All permits and plan preparation will be performed at SME's current time and material rates and cost mark ups. Prices quoted for plans and permits are estimates only.

5. The Customer agrees that SME may make any changes in plans or construction which may be required to conform to existing or future building codes, zoning ordinances, or other requirements of inspecting public or quasi-public authorities or governmental agencies, or utility companies. Additional work required to conform to such codes, ordinances, or requirements shall be paid for by the Customer in addition to the contract price at SME's rate indicated on an agreed upon change order.

6. SME will only be responsible for damage to underground services (septic tanks, pipe lines, conduits, electric lines, sprinkler lines, etc.) when they have been properly and accurately indicated and marked on the plans prior to beginning excavation.

7. The liability of SME for defects or malfunctions of materials and equipment installed is limited to the warranties and guarantees of the manufacturers and/or suppliers of said materials and/or equipment. ALL OTHER WARRANTIES AND GUARANTEES, WHETHER EXPRESS, IMPLIED OR STATUTORY, ARE HEREBY DISCLAIMED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. All estimates of site down time are based on equipment performance as published by the supplier or manufacturer. SME will not be held liable for delays outside of SME's control. Customer will be liable for hours in excess of estimates which will be performed at SME's current time and material rates and cost mark ups. SME shall not be held liable for any loss of profits or revenues caused by the work described in this Quotation.

9. In the event of cancellation by Customer of this Contract, Customer agrees to reimburse SME for all incidental expenses incurred by SME to enter into this Contract, including SME's expenses to prepare the Quotation, plus SME's standard mark up.

10. This entire Contract or any portion of the work to be done hereunder may be assigned or subcontracted by SME at SME's discretion.

11. Contract payments shall be due and payable as provided in the Quotation. Payment of any additional work is due upon presentment of SME's invoice. In the event any payment is not made as specified, SME may at its option declare the entire balance owing immediately due and payable in full, and may stop work until full payment is made. Customer agrees to pay a service charge of 1 1/2% per month on all overdue amounts until paid. In the event any portion or all of an account remains unpaid 90 days after billing, Customer shall pay all costs of collection, including reasonable attorney's fees.

12. Any controversy or claim arising out of or relating to this Contract, or a breach thereof, shall first be submitted to non-binding mediation. Customer and SME agree to include a similar mediation agreement with all contractors, sub-contractors, sub-consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties. If any such claims or disputes are not settled within a reasonable time after any party first request mediation, but on no event exceeding 60 days from such request, the same shall be submitted to Small Claims Court if within its jurisdiction. If the amount in dispute exceeds its jurisdiction, the matter shall be settled in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association and judgment upon the award may be entered in any court of competent jurisdiction. Notwithstanding the foregoing, SME is expressly permitted to file a contractor's or mechanic's lien and initiate any legal action for enforcement of any such lien. The court or arbitrator may award a reasonable attorney fee and/or costs of collection to the prevailing party.

All proceedings commence under this agreement including any mediation or arbitration, shall be conducted in Pierce County, and any and all Small Claims Court actions shall be filed in Pierce County.

Initial I agree to contents of page 2 _____



13. In recognition of the relative risks, rewards and benefits of the project to both Customer and SME, the risks have been allocated such that Customer agrees that, to the fullest extent permitted by law, SME's total liability to Customer for any and all injuries, claims, losses, expenses, damages or claim arising out of this Contract from any cause or causes, shall not exceed the labor charge amount paid by Customer to SME under this Contract. Such causes include, but are not limited to, negligence, errors, omissions, strict liability, and breach of contract or breach of warranty.

14. Customer shall, to the fullest extent permitted by law, indemnify and hold harmless SME, its officers, directors, employees, agents and any other representatives from and against all damage, liability and cost, including reasonable attorney's fees and defense costs arising out of or in any way connected with the performance by any of the parties named above of the services under this Contract, excepting only those damages, liabilities or costs attributable solely to the gross negligence or willful misconduct of SME.

15. If the proposed scope of work under this Contract is pending approval from any local or state governmental or regulatory agencies, the State of Washington, and/or the Federal EPA, including but not limited to the City and/or County Fire, Building, Electrical, Plumbing, or Environmental Health Departments and any local AQMD, and any changes or additional requirements as may be ordered by any such regulatory or public entity will be mutually agreed upon by Customer and SME as part of a change order.

16. SME guarantees the quality of the workmanship for a period of one year from the date of completion of its work. This warranty is limited to workmanship only and does not include any labor, parts, testing, trouble shooting, or replacement of any manufacturer's defective or failed equipment. Any warranties for new equipment and parts are solely between the buyer/owner of the equipment and the manufacture of the equipment. Any request made by Customer, his/her employees or agents, for SME to repair or replace any piece of equipment for any reason is the sole responsibility of the owner of the equipment and will be billed to Customer at SME's current time and materials ("T&M"), equipment rates and mark-ups. It is the sole responsibility of the equipment buyer/owner of the equipment to understand the terms and conditions of any and all warranties for equipment. Customer acknowledges and agrees that most manufacturer warranties do not include any labor charges.

17. The compatibility of any equipment and parts provided by Customer are the sole responsibility of Customer. Any replacement, repair, modification, trouble shooting, or additional components required to make any Customer provided system compatible, whether new, used or existing equipment or parts, will be billed to Customer at SME's current T&M rates plus materials and mark-ups. This includes but is not limited to payment network compatibility, electrical and plumbing requirements, code compliance, software and programming, satellites or any piece of equipment or part not provided by SME in the Quotation or under a change order. Additional charges will be assessed for delays including but not limited to software malfunction, network connectivity or back-office issues. PLU and other advanced option programming is excluded. It is the Dealer's responsibility to verify all programming/pricing is accurate prior to technician leaving site.

18. It is the responsibility of Customer, at the time a request for a quotation is made, to disclose all requirements for insurance, endorsements, certifications, prevailing wages, reporting, or any conditions required by Customer for the performance of the proposed work in compliance with applicable laws. SME may request copies of permits to operate, plans, testing results, and site information at any time during the performance of the proposed work. Failure to disclose this information may result in additional charges. Failure to disclose site conditions that directly affect the performance of the work outlined in the Quotation may result in additional charges.

19. Quotations for testing do not guarantee a passing test result. SME will make all reasonable attempts to achieve a passing test at the time the test is performed. This does not include the repair or replacement of any parts or equipment. Failed tests are the sole responsibility of Customer, and repairs made during testing will be billed at SME's current T&M rates plus materials and markups. Full payment of the cost of the testing, whether passed or failed, will be Customer's sole responsibility and all balances for testing work are due at the time of invoice. Test results will not be released or filed with regulators, and no further work will be performed by SME, until charges are paid in full.

20. All Contract payments will be COD unless provided otherwise by existing credit terms agreed to by SME. Customer will pay any deposit required as indicated in the Quotation with the balance due upon completion of the work (or in installments or progress payments as described in the Quotation). Lien notices may be filed by SME for any Contract work. Lien releases will be issued only upon final payment. Quotation may or may not include sales, use or similar local taxes. All applicable sales, use and any other local tax will be added to SME invoices.

21. The Quotation will become a contract between the Customer and SME at the time it is accepted by Customer. To accept the Quotation and enter into a binding contract for the work specified therein, Customer must sign below. No work will begin until the signed Quotation is received by SME. Cancellation of the Contract may result in charges to Customer for non returnable equipment, parts restocking, permit and planning work and the like. A portion or all of Customers deposit may be retained for payment of the foregoing charges.

22. For all items referring to T&M pricing above, the Rate Sheet attached to Schedule C of the Maintenance and Repair Agreement between SME and Customer will apply. In the event that no such agreement is in place, the following rates apply:

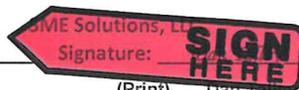
- Labor: \$95.00 per hour (Premium Rates at 1.5x and 2.0 x as applicable)
- Travel: \$95.00 per hour (Premium Rates at 1.5x and 2.0 x as applicable)
- Electrical: \$105.00 per hour (Premium Rates at 1.5x and 2.0 x as applicable)
- Travel: \$105.00 per hour (Premium Rates at 1.5x and 2.0 x as applicable)
- Mileage: \$0.98 per hour (Premium Rates at 1.5x and 2.0 x as applicable)
- Parts: List Price
- Subcontract: Cost +20%
- Equipment Rental: Market Rate

TO ACCEPT THE QUOTATION TO WHICH THESE TERMS AND CONDITIONS ARE ATTACHED, PLEASE DATE AND SIGN WHERE INDICATED BELOW:

Owner or Authorized Representative:

Signature: _____

(Print) _____



(Print) Dan Talley

Title: _____
SME Solutions LLC Suite A 2
10107 South Tacoma Way
Lakewood, WA 98499

Date: _____

20
SME Solutions LLC
2800 NW 31st Ave.
Portland, OR 97210

ORDINANCE 2020-01

(AN ORDINANCE AMENDING SKAMANIA COUNTY CODE TITLE 2 – ADMINISTRATION AND PERSONNEL, CHAPTER 2.56 – COUNTY-OWNED PROPERTY MANAGEMENT ADDING A NEW SECTION FOR LEASING PROPERTIES)

WHEREAS, RCW 36.34.005 imbues Skamania County with the authority to establish comprehensive procedures for the management of county property consistent with the public interest; and

WHEREAS, Ordinance 2012-44 created Skamania County’s policy establishing procedures for the management and disposition of surplus personal and real property owned by Skamania County with a value of \$2,500 or more; and

WHEREAS, the Skamania County Board of County Commissioners has determined that it is in the best public interest of Skamania County residents to establish policies for leasing county properties; and

WHEREAS, notice of Public Hearing was provided in the official newspaper of general circulation on March 18, 2020, at least 10 days prior to the Public Hearing meeting notification requirements; and,

WHEREAS, the Board of County Commissioners held a public hearing on March 31, 2020, at 5:30pm to gather testimony and to consider adoption.

NOW THEREFORE BE IT ORDAINED, by the Skamania County Board of Commissioners that a new section is added to Skamania County Code Chapter 2.56 creating Section 2.56.070, as follows:

2.56.070 – Property Management Rental Rate Development Policy

Skamania County hereby adopts a policy establishing guidelines and procedures to be used for determining the rental rate for county owned properties in the absence of established rental rates approved by the Board of County Commissioners. This policy should be followed when setting rental rates for Short-Term, Mid-Term and Long-Term Rentals. This policy specifically excludes any properties where established rental rates are approved including but not limited to campgrounds, the Fairground Complex and/or meeting rooms/classroom facilities, unless the request for lease/rental does not fall under the established rate structure. When setting rental rates using these guidelines, the County will set rental rates as consistent as possible with similar properties; set rates to achieve previously approved occupancy rates, or by other guidelines approved by the Board of County Commissioners. The county shall keep a record of all information used to set rental rates, including rental rates for comparable properties when applicable.

The following definitions will be used for the purpose of this policy:

- Short-Term Rental – generally a vacation rental, but will include all rentals for one month or less
- Mid-Term Rental – rentals for greater than one month, but not more than 6 months
- Long-Term Rental – any rental of any property for a duration of greater than 6-months
- Rental Rates – all costs associated with the rent of any unit(s) including rent, deposits, cleaning fees, utilities, services, damages, etcetera

Policy for Short Term Rental –

Skamania County Public Works personnel shall have the sole responsibility to set the Rental Rates for Short Term Rental agreements and may fluctuate with market demand. Rental Rate decisions shall be recorded and kept in a file and rates shall be for the property, and season and shall be consistent for all renters. Records of all renters and rates for each renter shall be kept and available for inspection and shall be reported to the Board of County Commissioners quarterly. Short Term rentals may be extended to the Mid-Term Rental timeframe but will be reported as a Mid-Term Rental to the Board of County Commissioners.

Policy for Mid-Term Rental –

Skamania County Public Works personnel shall have the sole responsibility to set the Rental Rates for Mid-Term Rental agreements and may fluctuate with market demand. Each Mid-term rental agreement shall be presented to the Board of County Commissioners at the next available Business Meeting. Mid-Term rental agreements shall not be extended beyond 6 months, without first providing public notice required for Long-Term Rental Agreements.

Policy for Long-Term Rental –

Skamania County Public Works personnel shall be authorized to negotiate Rental Agreements with potential tenants. The contents of the Agreements negotiated shall be inclusive of responsibilities of either party including, but not limited to Rental Rates, termination clauses, improvements to properties, maintenance, snow removal etc., however, no agreement may be entered without the approval of the Board of County Commissioners.

Once the rental Agreement is negotiated and is amenable to both parties, the agreement shall be presented to the Board of County Commissioners at a Business Meeting, along with a deposit of a minimum of two-months' rent by certified check. Upon preliminary acceptance of Rental Agreement terms by the Board of County Commissioners, Notice of the Rental Agreement shall be advertised in the County's paper of record, and complete terms of the agreement shall be posted on the County's website for 30 days. During the 30-day notice period, anyone wishing to lease the property will be allowed to present a counteroffer for the property. All counteroffers shall be accompanied by a deposit of a minimum of two-months' rent by certified check for the new rental amount.

If a counteroffer is received, Skamania County Public Works will evaluate the counteroffer and make a recommendation to the Board of County Commissioners in a Business Meeting. If the counteroffer is deemed to be in the best interest of the county, the county will accept the counteroffer and enter into terms for the lease of the property.

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ACKNOWLEDGED IN REGULAR SESSION this 19th day of May 2020 and set for public hearing on the 9th day of June 2020 at 5:30 p.m.

Dated this 19th day of May 2020.

ATTEST:

BOARD OF COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON



Robert Hamlin, Chairman

T.W. Lannen, Commissioner

Richard Mahar, Commissioner

Clerk of the Board

Approved as to form only:

Skamania County Prosecuting Attorney

Aye 3
Nay 0
Abstain 0
Absent 0

+

Dated this ____ day of ____ 2020.

ATTEST:

**BOARD OF HEALTH
SKAMANIA COUNTY, WASHINGTON**

Robert Hamlin, Chairman

T.W. Lannen, Commissioner

Clerk of the Board

Richard Mahar, Commissioner

Approved as to form only:

Skamania County Prosecuting Attorney

Aye _____
Nay _____
Abstain _____
Absent _____

DATE: May 19, 2020
TO: The Skamania County Pioneer
PO Box 250
Stevenson, WA 98648

FROM: Skamania County Commissioners
Clerk of the Board
PO Box 790
Stevenson, WA 98648

Please publish the following documents on the dates indicated:

1. Document: Notice of Public Hearing to consider approval of Ordinance 2020-01, an ordinance amending Skamania County Code Title 2 – Administration and Personnel, Chapter 2.56 – County Owned Property Management, Adding a New Section for Leasing Properties, 2.56.070.

Publish as: Legal Notice
Publish on: May 27, 2020

Send Bill to: Skamania County Public Works
P.O. Box 1009
Stevenson, W 98648

NOTICE OF PUBLIC HEARING
Before the
Board of Skamania County Commissioners

PURPOSE: Skamania County Board of Commissioners hereby gives notice that a public hearing will be held to consider Ordinance 2020-01, amending Skamania County Code Title 2, Chapter 2.56 County Owned Property Management Section 2.56.070, Property Management Rental Rate Development Policy.

Due to the Washington State Governor's Proclamation 20-28 of March 24, 2020 the public may only attend through telephonic access, internet, or other remote access. The ZOOM platform is used for public participation by Skamania County using the following call in numbers:

| | |
|----------------------------------|--------------------------|
| 1 346 248 7799 US | 1 312 626 6799 US |
| 1 646 558 8656 US | 1 669 900 9128 US |
| 1 301 715 8592 US | 1 253 215 8782 US |
| Meeting ID: 813 4248 1018 | |

Anyone interested may use ZOOM to be heard.

Written testimony/comments to be considered at the public hearing by the Board of Commissioners must be received by the Clerk of the Board by 12:00 PM on the Monday preceding the date of the public hearing.

Copies of Ordinance 2020-01 are available to the public in the Commissioners' Office, Room 15, 240 NW Vancouver Avenue, Stevenson, WA or may be viewed on our website at www.skamaniacounty.org

DATE: June 9, 2020
TIME: **5:30 PM**
PLACE: Skamania County Courthouse, Room No. 18 (lower level)
240 NW Vancouver Avenue
Stevenson, WA.

Skamania County Courthouse is accessible for persons with disabilities. Please let us know if you will need any special accommodations in order to attend the meeting. (509) 427-3700.

DATED this 19th day of May, 2020.



Debbie Slack
Clerk of the Board

Publish: May 27, 2020