

SKAMANIA COUNTY BOARD OF COMMISSIONERS
Skamania County Courthouse
240 NW Vancouver Ave. Lower Level, Room 18
Stevenson, WA 98648
Agenda for September 1, 2020

Commissioner Meetings are open to public attendance with limited available seating, exercising social distancing. Seating will be on a first come, first serve basis. If there is more attendance than seating, you will be asked to leave the Courthouse and phone in using ZOOM using the following numbers.

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

- Audio only from your computer <https://us02web.zoom.us/j/81342481018>

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, September 1, 2020

9:30 AM Call to Order,
 Pledge of Allegiance

Public Comments - (3 minutes) – See message above regarding seating in the Commissioner’s Meeting Room

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

1. Minutes for meeting of August 18, 2020
2. Interagency agreement with Administrative Office of the Courts (AOC) for the support of CASA/Volunteer Guardian and Litem Program, 2020/2021 renewal
3. Contract with USDA Forest Service, for noxious weed control on the Gifford Pinchot National Forest and in the Columbia River Gorge National Scenic Area
4. Contract with Bernita La Croix, for registered dietician services required by Department of Health and WIC guidelines

Voucher Approval

Meeting Updates (May be continued later in the meeting if more time is needed)

10:00 AM Department Head Reports

10:45 AM Executive Session pursuant to RCW 42.30.110(1)(g), Performance of a public employee

Lunch

1:30 PM Meet with the County’s Gorge Commission Representative, Tamara Kaufman, to discuss the Management Plan update

5:30 PM Public Hearing to review community development and housing needs, inform citizens of the availability of funds and eligible uses of the state Community Development Block Grant (CDBG), and to receive comments on proposed activities, particularly from lower income persons residing in the County.

Adjourn

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.

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

Minutes for Meeting of August 18, 2020

The Commissioners business meeting was called to order at 9:35 a.m. on August 18, 2020 at the Commissioners' Meeting Room, 240 NW Vancouver Avenue in Stevenson, with Commissioners Richard Mahar, Tom Lannen and Robert Hamlin, Chair present.

The Pledge of the Allegiance was led by Philip Watness, Skamania County Pioneer Editor

Mary Repar, Home Valley resident commented via ZOOM on a letter received from the City of Stevenson Planning Department regarding a proposed short plat alteration for Rock Cove Hospitality Center. Comments against the proposed short plat included decreased public access, and the developer using their own money for the alteration.

The meeting then moved outside for a presentation to Chris Helton for 25 years of service to the Skamania County Sheriff's office.

Commissioner Mahar moved, seconded by Commissioner Lannen and the motion carried unanimously to approve the Consent Agenda as follows:

1. Minutes of meeting for July 28, 2020
2. Minutes of meeting for August 4, 2002
3. Authorize solicitation of proposals to provide new Duress Alarm System
4. Acknowledge receipt of letter from City of Stevenson Planning Department regarding proposed short plat alteration for Rock Cove Hospitality Center
5. Set public hearing to take public comment on Community Block Grant, community development and housing needs, and inform citizens of the availability of funds and eligible uses of the state grant

Commissioner Lannen moved, seconded by Commissioner Mahar and the motion carried unanimously to approve a contract with the Vancouver Police Department for assistance with selection of a K9 and training of both dog and officer. Discussion included donation of funds for K9 project.

Commissioner Mahar moved, seconded by Commissioner Lannen and the motion carried unanimously to approve vouchers for the period dated August 18, 2020 in the amount of \$280,560.29 with \$130,131.80 being Current Expense, covering warrants numbers 177914 through 177985.

Commissioner Mahar moved, seconded by Commissioner Lannen and the motion carried unanimously to approve payroll for August 25, 2020 in the amount of \$610,699.92 with \$375,498.86 being Current Expense, covering payroll warrant numbers 42832-42853 and direct deposit numbers 66028-66210.

Commissioner Lannen moved, seconded by Commissioner Mahar and the motion carried unanimously to approve a contract with Skamania County Economic Development Council for CARES funding. Discussion included information from a WSAC meeting that ECD will need to provide IRS documentation for those they give funds to.

The Board reported on meetings they attended. Commissioner Mahar participated in a WSAC call regarding FEMA and CARES funding. He also reported on the Governor's media call with the Superintendent of Public Instruction. He also reported on Fair Board and logistics for the virtual market sale. Other meetings he reported on were South Central Workforce and funding from the federal government to blend unemployment services across the Columbia for Washington and Oregon recipients. He also listened to the Governor's weekly media call, and a weekly call with Representative Mosbrucker. Other meeting updates will be reported later in the meeting.

The Board met for Department Head reports.

- Tamara Cissell, Community Health Deputy Director/Manager reported she is working to identify what the Board wants in her weekly written and oral reported. She reported on interviews for a Medical Assistant, and staffing issues because of online school schedule. She reported on Klickitat Developmental Disabilities, flu vaccines, Behavioral Health, tele-health, and the department's organizational chart.
- Tim Elsea, Public Works Director/County Engineer was not in attendance.

Commissioner Mahar moved, seconded by Commissioner Lannen and the motion carried unanimously to approve a contract with Susan Sinclair, ARNP for public health duties as assigned.

The Board resumed reporting on meetings they attended. Commissioner Lannen reported on meetings with Sustainable Northwest, and Skamania County Economic Development Council. He also mentioned Chamber funding, American Forest Resource Council's DNR case, and Encumbered Lands payments. Commissioner Hamlin reported on a meeting of the Canvassing Board and meeting with Pat Albaugh, Port of Skamania County Executive Director and Phil Dodd to discuss Wind River Business Park issues.

The meeting recessed at 10:20 a.m. and reconvened the same day at 11:00 a.m. with Commissioners Richard Mahar, Tom Lannen, and Robert Hamlin, Chair present.

The Board held a workshop with Sophie Miller, Senior Services Program Manager to discuss the 2020 Budget for the Seniors department and 2021 Budget going forward. Sophie explained her revenue shortage to the Board, current funding pending, and salaries, wages and benefits. Also, senior meals, meal delivery, and food costs were discussed. She explained Seniors funding relies on reimbursement for services provided and since COVID 19 her revenue is \$10,000-\$15,000 short per month. She reported she will need additional funding to continue the Seniors program for the remainder of 2020. The Board directed the Clerk of the Board to advertise for a public hearing to consider Supplemental Budget #3 for 2020 and to include an operating transfer to Seniors from Current Expense in the amount of \$50,000.

The meeting recessed at 11:30 a.m. and reconvened the same day at 1:30 p.m. with Commissioners Richard Mahar, Tom Lannen, and Robert Hamlin, Chair present.

The Board met with Lynn Burditt, Columbia River Gorge Scenic Area Manager to discuss land acquisition by the Forest Service. Lynn discussed parcels on the East and West ends of the Columbia River Gorge National Scenic Area under consideration for acquisition by the Forest Services. Parcels discussed in the East area were Northwest Park, and Mountain Glade. Parcels discussed in the West area were Cape Horn (CLT) and Cape Horn Road. The principal purposes for acquisition were discussed, funding for acquisition, and potential years when acquisition could occur were discussed. Habitat restoration for the Western Pond Turtle, trailhead congestion at Dog Mountain, illegal trails being developed, permanent legal access to trail, and trail relocations were mentioned as reasons for the acquisition of parcels.

The Board discussed Labor and Industries standards regarding non-compliance. Commissioner Lannen said he will meet with Elected Officials concerning funding for potential fines from Labor and Industries regarding non-wearing of masks. Commissioner Lannen will meet with each Elected Official regarding L & I standards and funding regarding fines for non-compliance.

The meeting adjourned at 2:24 p.m.

ATTEST:

**BOARD OF COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON**

Commissioner

Commissioner

Clerk of the Board

Commissioner

Aye _____
Nay _____
Abstain _____
Absent _____

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Superior Court Department	 Signature
<u>AGENDA DATE</u>	09/01/20	
<u>SUBJECT</u>	2020/2021 Renewal of CASA/GAL contract	
<u>ACTION REQUESTED</u>	Review and Approve Contract	

SUMMARY/BACKGROUND

Provides for costs associated with the appointment of Court Appointed Special Advocates (CASA) /(GAL) Guardian Ad Litem in all dependency cases filed in Skamania County, and overall program management costs.

FISCAL IMPACT

100% Reimbursed by AOC.

RECOMMENDATION

Review and Approve Contract

LIST ATTACHMENTS

CASA Renewal Contract

**INTERAGENCY AGREEMENT IAA21490
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
SKAMANIA COUNTY JUVENILE COURT
FOR THE
SUPPORT OF THE CASA/VOLUNTEER GUARDIAN AD LITEM PROGRAM**

THIS AGREEMENT is made and entered into by and between the Washington State Administrative Office of the Courts (AOC), and Skamania County Juvenile Court (COURT).

IT IS THE PURPOSE OF THIS AGREEMENT for the COURT to increase the number of children served by court-appointed special advocates (CASAs)/volunteer guardians ad litem as defined by RCW 13.34.030(11) in dependency matters or to reduce the average caseload of volunteers to recommended standards.

Funds received by the COURT under this Agreement may only be used to supplement, not supplant, any other local, state or federal funds received by the COURT.

STATEMENT OF WORK

The COURT shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of managing a CASA/volunteer guardian ad litem program as defined in RCW 13.34.030(12) to serve juvenile dependency cases. The COURT will ensure that the program and volunteers comply with the statutory requirements contained in RCW 13.34.100 -107. The COURT will submit reports to AOC detailing information about the number of children served and the number of volunteers.

The CASA/Volunteer GAL Bi-Annual Report to the Administrative Office of the Courts shall be **submitted electronically**. The required form for bi-annual reporting, which is incorporated in this agreement, is located on the Inside Courts website under 'Court Resources> Court Management' and choose the "CASA Bi-Annual Report to AOC".

Reporting schedule:

Period	Report Due
07/01/20 - 12/31/20	01/31/21
01/01/21 - 06/30/21	07/31/21

Failure to submit a report by the due date may adversely affect state funding of the CASA/Volunteer GAL program.

If you have questions, please contact the AOC Program Manager Sondra Hahn at Sondra.Hahn@courts.wa.gov or (360) 705-5276

PERIOD OF PERFORMANCE

The execution of this Agreement shall constitute a ratification of an earlier verbal agreement between the parties that is now set forth in writing. Accordingly, the beginning date of performance under this Agreement is July 1, 2020 regardless of the date of execution and it shall end on June 30, 2021, except for any remaining obligations of the COURT as may exist or if terminated sooner as provided in this Agreement.

PAYMENT

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The parties have determined that the cost of accomplishing the work herein will not exceed **\$20,765**. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount in writing, except as governed by the REVENUE SHARING section of this Agreement. The COURT shall maintain sufficient backup documentation of direct costs under this Agreement. Costs will be reimbursed pursuant to CASA/Volunteer GAL Program Cost Guidelines (Exhibit A).

Allocated administrative court costs must be applied at a rate that is set forth and supported by documented internal administrative rate plan that has been approved by the designated authority at the Superior Court and is readily accessible for review by AOC or the State Auditor.

BILLING PROCEDURE

The COURT shall submit monthly invoices on properly-completed Washington State form A-19 to:

AOC Financial Services
PO Box 41172
Olympia, Washington 98504-1172

Payment to the COURT for approved and completed work will be made by warrant or account transfer by AOC within 30 days of receipt of both properly-completed invoices and the detailed information outlined in the CASA Monthly Detail Report (see Exhibit B attached and incorporated into this agreement). Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

REVENUE SHARING

AOC, in its sole discretion and upon notice, may reallocate funding among state funded CASA/Volunteer GAL programs. If it appears the COURT may not expend the maximum contract amount, AOC may reduce the maximum contract amount. AOC may increase the maximum contract amount if additional funds become available through this revenue sharing program.

RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration of the Agreement and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first

giving notice to the furnishing party and giving it a reasonable opportunity to respond. EXCEPT THAT, Bi-Annual Reports will be distributed to the Washington Association of Child Advocate Programs. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

BACKGROUND CHECKS

The **COURT** shall:

- Ensure a criminal background check has been completed for all employees, CASAs /Volunteer GALs, and subcontractors who have access to children, prior to any access under this agreement pursuant to RCW 13.34.100(3);
- Based on the results from the criminal background check, determine each employee, CASA/Volunteer GAL, and subcontractor is suitable for access to children;

The **AOC** will:

- Reimburse for CASA/Volunteer GAL criminal background checks.

RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be “works for hire” as defined by the U.S. Copyright Act of 1976 and shall be owned by AOC. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, video and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement 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.

TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Agreement, either party may terminate this Agreement by providing written notice of such termination to the other party specifying the effective date thereof, at least five (5) business days prior to such date. If this contract is so terminated, the AOC shall be liable only for payment for work completed and accepted prior to the effective date of termination.

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

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 determination of the Dispute Board shall be final and binding on the parties; however, nothing herein prohibits either party from seeking judicial relief.

GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules;
- b. Statement of work; and
- c. Any other provisions of the Agreement, including materials incorporated by reference.

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

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 Agreement and prior to normal completion, the AOC may terminate the Agreement under the "Termination for Convenience" clause, without the five (5) business day notice requirement, subject to renegotiation under those new funding limitations and conditions. AOC, at its discretion, may also elect to amend the Agreement to reflect a budget reduction without terminating the contract if all parties agree to the amendment.

COUNTERPARTS

Each party agrees that a facsimile (FAX) or scanned transmission of any original document shall have the same effect as the original. Any signature required on an original shall be completed and sent to the other party, as applicable, when a scanned or facsimile copy has been signed. The parties agree that signed facsimile or scanned copies of documents shall be given full effect as if an original.

ENTIRE AGREEMENT

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

CONTRACT MANAGEMENT

The program manager 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 Agreement:

AOC Project Manager	Contractor Project Manager
<p>Sondra Hahn Court Association Coordinator PO Box 41170 Olympia, WA 98504-1170 sondra.hahn@courts.wa.gov 360 705-5276</p>	<p>Pamela Bell Superior Court Administrator 240 Vancouver Ave, PO Box 790 Stevenson, WA 98648-0790 bell@co.skamania.wa.us 509-427-3765</p>

AGREED:

Administrative Office of the Courts

Superior
Skamania County Juvenile Court

Signature *Date*

Pamela Bell for Randall C. Kroeg

Signature *Date 08/25/20*

Ramsey Radwan

Name

Randall C. Kroeg

Name

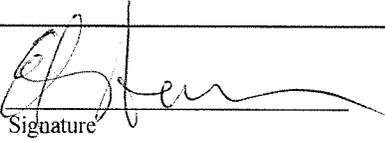
Director, AOC Management Services

Title

Superior Court Judge

Title

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	<u>Noxious Weed</u>	
	Department	Signature
<u>AGENDA DATE</u>	<u>9/1/2020</u>	
<u>SUBJECT</u>	<u>Noxious Weed Control 20-PA-11060300-010</u>	
<u>ACTION REQUESTED</u>	<u>Approval/Signature</u>	

SUMMARY/BACKGROUND

New Participating Agreement with the USDA Forest Service for Noxious Weed Control on the Gifford Pinchot National Forest

FISCAL IMPACT

This agreement includes \$60,000 for noxious weed control. A 20% match is required.

RECOMMENDATION

Approval.

LIST ATTACHMENTS

One copy to be scanned and emailed to David.blair@usda.gov



FS Agreement No. 20-PA-11060300-010

Cooperator Agreement No. _____

PARTICIPATING AGREEMENT
Between
SKAMANIA, COUNTY OF
And The
UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE
GIFFORD PINCHOT NATIONAL FOREST

This PARTICIPATING AGREEMENT is hereby entered into by and between Skamania, County of, hereinafter referred to as "County," and the United States Department of Agriculture (USDA), Forest Service, Gifford Pinchot National Forest, hereinafter referred to as the "U.S. Forest Service," under the authority: Secure Rural Schools and Community Self-Determination Act , as amended by P.L.110-343

Background: This project continues a program of cooperative weed control work between these partners that has been occurring since 2002.

Title: Skamania County Noxious Weed Control

I. PURPOSE:

The purpose of this agreement is to document the cooperation between the parties to prevent spread of noxious weed species and other invasive plants, reduce existing populations, and prevent the introduction of additional non-native plants on the Gifford Pinchot National Forest, Skamania County in accordance with the following provisions and the hereby incorporated Financial Plan, attached as Exhibit A.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The Forest Service is a land management agency dedicated to the wise use and management of National Forest System (NFS) lands, including the responsibility for maintaining and improving resource conditions.

Skamania County has primary responsibility for protection, management, restoration, and improvement of their lands in regard to noxious weed and other invasive plant species; and it is agreed that the benefits of controlling these species will have a direct benefit to the National Forest System lands, adjacent Skamania County lands, and surrounding watersheds.



Mission accomplishment for both parties will be furthered by the restoration of natural resources across the landscape. Both parties have an interest in improving the ecosystem condition and function of the landscape. A healthy landscape provides a variety of benefits, including reliable ecosystem services, improved/increased recreational opportunities, and resiliency to natural disturbances, and therefore benefits both parties.

It is therefore mutually beneficial for the parties to work together to implement invasive species and noxious weed control actions on the Gifford Pinchot National Forest within Skamania County.

In consideration of the above premises, the parties agree as follows:

III. COUNTY SHALL:

- A. **LEGAL AUTHORITY.** County shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the non-Federal share of project costs, when applicable.
- B. Continue herbicide and manual treatment of noxious weeds using EPA and U.S. Forest Service approved materials and methods, and in compliance with all other practical and procedural requirements as covered under the Environmental Impact Statement – Gifford Pinchot National Forest and Columbia River Gorge National Scenic Area (Washington Portion) Site-Specific Invasive Plant Treatment EIS and ROD (2008).
- C. The County shall comply with the treatments locations and methodologies as specified within the applicable annual Site Treatment Plan (2020 plan to be collaboratively developed prior to field season), and ensure that pesticide use plans are in place and approved prior to treatment for any given site/species (may occur after the date when the Agreement becomes active).
- D. Continue to coordinate treatments with Klickitat County Noxious Weed Control Board when treating sites with shared treatment funding/emphasis.
- E. Continue treatment and monitoring of new invaders using Early Detection/Rapid Response (EDRR) protocols for high priority noxious weed species in Skamania County.
- F. Continue public outreach and education by participating in the Columbia River Gorge Cooperative Management Area, Skamania County Fair, and other outreach events, developing community awareness programs and activities, arranging press releases, recruiting volunteers, and assisting with coordination and implementation of Gifford Pinchot National Forest and Columbia River Gorge National Scenic Area educational opportunities.



- G. Continue to work toward a houndstongue free buffer zone between Klickitat and Skamania County to prevent spread further, in cooperation with Klickitat County.
- H. Continue to work toward a tansy ragwort free buffer zone between Skamania and Klickitat County to prevent spread further into Klickitat County, in cooperation with Klickitat County.
- I. Continue implementation of a rush skeletonweed and yellow starthistle free buffer zone between Klickitat and Skamania Counties.
- J. Continue aquatic weed survey of recreational lakes within the Gifford Pinchot National Forest and Columbia River National Scenic Area, assisting U.S. Forest Service personnel as needed.
- K. Continue treatment in and around Mt. St. Helens National Volcanic Monument.
- L. Continue work with private, state, and federal landowners as well as easement or right-of-way holders to provide information and continue control of more than 60 species of noxious weeds present in the county.
- M. Comply with any Washington State Environmental Policy Act or National Environmental Policy Act analysis as well as requirements of the Historic Preservation, Endangered Species, Clean Water Act, and any other applicable state or federal law.
- N. Continue to develop biological control efforts where appropriate.
- O. Continue training of Skamania County weed staff in weed identification, pesticide licensing and use, record keeping, database use, GIS/GPS use, CPR, First-Aid, workplace safety standards, mechanical tool protocols and use, fire prevention, and other elements.
- P. Re-vegetate select areas disturbed by weed control activities using A) native seed mix and guidance for application provided by the U.S. Forest Service to Skamania County, B) weed free straw applied as mulch to the native seed, procured by Skamania County.
- Q. Enter inventory, treatment, and monitoring data into Portable Data Recorders for uploading into NRM-TESP-IS and FACTS Forest Service databases approximately every 2 weeks.
- R. Prepare annual NRM agreement performance reports for performance periods as defined in the agreement.
- S. Coordinate and hold pre-season and post-season meetings with county partners.

IV. THE U.S. FOREST SERVICE SHALL:



- A. PAYMENT/REIMBURSEMENT. The U.S. Forest Service shall reimburse County for the U.S. Forest Service's share of actual expenses incurred, not to exceed \$60,000.00, as shown in the Financial Plan. In order to approve a Request for Reimbursement, the U.S. Forest Service shall review such requests to ensure payments for reimbursement are in compliance and otherwise consistent with the terms of the agreement. The U.S. Forest Service shall make payment upon receipt of County's monthly invoice. Each invoice from County shall display the total project costs for the billing period, separated by U.S. Forest Service and County's share. In-kind contributions must be displayed as a separate line item and must not be included in the total project costs available for reimbursement. The final invoice must display County's full match towards the project, as shown in the financial plan, and be submitted no later than 90 days from the expiration date.

Each invoice must include, at a minimum:

1. County's name, address, and telephone number
2. U.S. Forest Service agreement number
3. Invoice date
4. Performance dates of the work completed (start & end)
5. Total invoice amount for the billing period, separated by the U.S. Forest Service and County share with in-kind contributions displayed as a separate line item.
6. Display all costs, both cumulative and for the billing period, by separate cost element as shown on the financial plan.
7. Cumulative amount of U.S. Forest Service payments to date.
8. Statement that the invoice is a request for payment by "reimbursement"
9. If using SF-270, a signature is required.
10. Invoice Number, if applicable

The invoice must be forwarded to:

EMAIL: SM.FS.ASC_GA@USDA.GOV

FAX: 877-687-4894

POSTAL: USDA Forest Service
Albuquerque Service Center
Payments – Grants & Agreements
101B Sun Ave NE
Albuquerque, NM 87109

Send a copy to: andrea.montgomery@usda.gov

- B. Inform County of any changes in policy, law, or regulations.



- C. Recognize County’s contribution, in a manner acceptable to both parties, in news releases, interpretive signs, photographs, or other media as appropriate.
- D. Coordinate and hold pre-season and post-season meetings with county partners.
- E. Provide maps and a site treatment table to facilitate work and guide work priorities.
- F. Update conditions for treatment areas, and provide information to County, as needed.
- G. Provide support in tracking accomplishments in U.S. Forest Service NRM-TESP-IS and FACTS databases.

V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

- A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Cooperator Project Contact	Cooperator Financial Contact
Emily Stevenson PO Box 369 Stevenson, WA 98648 Telephone: 509-427-3941 Email: estevenson@co.skamania.wa.us	Emily Stevenson PO Box 369 Stevenson, WA 98648 Telephone: 509-427-3941 Email: estevenson@co.skamania.wa.us

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Andrea Montgomery 2455 Hwy 141 Trout Lake, WA 98650 Telephone: 509-395-3414 FAX: 509-395-3424 Email: andrea.montgomery@usda.gov	Jessica Clark 501 E 5 th Street, Bldg 404 (mail) Vancouver, WA 98661 Telephone: 360-891-5168 Email: jessica.clark@usda.gov

- B. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or County are sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the agreement.



To County, at the address shown in the agreement or such other address designated within the agreement.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- C. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or County from participating in similar activities with other public or private agencies, organizations, and individuals.
- D. ENDORSEMENT. Any of County's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of the County's products or activities.
- E. USE OF U.S. FOREST SERVICE INSIGNIA. In order for County to use the U.S. Forest Service Insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications (Washington Office). A written request will be submitted by the U.S. Forest Service to the Office of Communications Assistant Director, Visual Information and Publishing Services, prior to use of the insignia. The U.S. Forest Service will notify County when permission is granted.
- F. NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANT. County agree(s) that any of County's employees, volunteers, and program participants shall not be deemed to be Federal employees for any purposes including Chapter 171 of Title 28, United States Code (Federal Tort Claims Act) and Chapter 81 of Title 5, United States Code (OWCP), as County hereby willingly agree(s) to assume these responsibilities.
- Further, County shall provide any necessary training to County's employees, volunteers, and program participants to ensure that such personnel are capable of performing tasks to be completed. County shall also supervise and direct the work of its employees, volunteers, and participants performing under this agreement.
- G. MEMBERS OF CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- H. NONDISCRIMINATION. In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any



program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

- I. ELIGIBLE WORKERS. County shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). County shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract awarded under this agreement.
- J. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM). County shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.
- K. STANDARDS FOR FINANCIAL MANAGEMENT.

1. Financial Reporting

County shall provide complete, accurate, and current financial disclosures of the project or program in accordance with any financial reporting requirements, as set forth in the financial provisions.



2. Accounting Records

County shall continuously maintain and update records identifying the source and use of funds. The records shall contain information pertaining to the agreement, authorizations, obligations, unobligated balances, assets, outlays, and income.

3. Internal Control

County shall maintain effective control over and accountability for all U.S. Forest Service funds, real property, and personal property assets. County shall keep effective internal controls to ensure that all United States Federal funds received are separately and properly allocated to the activities described in the agreement and used solely for authorized purposes.

4. Source Documentation

County shall support all accounting records with source documentation. These documentations include, but are not limited to, cancelled checks, paid bills, payrolls, contract and contract documents. These documents must be made available to the U.S. Forest Service upon request.

- L. LIMITATION OF FUNDS. U.S. Forest Service funds in the amount of \$60,000.00 are currently available for performance of this agreement through December 31, 2024. The U.S. Forest Service's obligation for performance of this agreement beyond this date is contingent upon the availability of appropriated funds from which payment can be made. There is no legal liability on the part of the U.S. Forest Service for any payment may arise for performance under this agreement beyond this amount until County receive(s) notice of availability to be confirmed in a written modification by the U.S. Forest Service.

M. INDIRECT COST RATES- PARTNERSHIP

Indirect costs are approved for reimbursement or as a cost-share requirement and have an effective period applicable to the term of this agreement.

1. If County has never received or does not currently have a negotiated indirect cost rate, they are eligible for a de minimis indirect cost rate up to 10 percent of modified total direct costs (MTDC). MTDC is defined as all salaries and wages, fringe benefits, materials and supplies, services, travel, and contracts up to the first \$25,000 of each contract.
2. For rates greater than 10 percent and less than 25 percent, County shall maintain documentation to support the rate. Documentation may include, but is not limited to, accounting records, audit results, cost allocation plan, letter of indirect cost rate approval from an independent accounting firm, or other Federal agency approved rate notice applicable to agreements.



3. For a rate greater than 25 percent, the U.S. Forest Service may require that request a federally approved rate from County's cognizant audit agency no later than 3 months after the effective date of the agreement. County will be reimbursed for indirect costs or allowed to cost-share at the rate reflected in the agreement until the rate is formalized in the negotiated indirect cost rate (NICRA) at which time, reimbursements for prior indirect costs or cost-sharing may be subject to adjustment.
 4. Failure to provide adequate documentation supporting the indirect cost rate, if requested, could result in disallowed costs and repayment to the U.S. Forest Service.
 3. Unless the terms and conditions of the agreement provide otherwise, County shall have no obligation to the U.S. Government regarding program income earned after the end of the project period.
 4. Costs incident to the generation of program income may be deducted from gross income to determine program income; provided these costs have not been charged to the agreement, and they comply with the Cost Principles, if applicable.
 5. Unless the terms and conditions of the agreement provide otherwise, County shall have no obligation to the U.S. Government with respect to program income earned from license fees and royalties for copyrighted material, patents, patent applications, trademarks, and inventions produced under an award. However, Patent and Trademark Amendments (35 U.S.C. 18) apply to inventions made under an experimental, developmental, or research awards.
- N. OVERPAYMENT. Any funds paid to County excess of the amount entitled under the terms and conditions of this agreement constitute a debt to the Federal Government. The following must also be considered as a debt or debts owed by County to the U.S. Forest Service:
- Any interest or other investment income earned on advances of agreement funds; or
 - Any royalties or other special classes of program income which, under the provisions of the agreement, are required to be returned;
- If this debt is not paid according to the terms of the bill for collection issued for the overpayment, the U.S. Forest Service may reduce the debt by:
1. Making an administrative offset against other requests for reimbursement.
 2. Withholding advance payments otherwise due to County.
 3. Taking other action permitted by statute (31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B).
- Except as otherwise provided by law, the U.S. Forest Service may charge interest on an overdue debt.



- O. AGREEMENT CLOSE-OUT. Within 90 days after expiration or notice of termination County shall close out the agreement.

Any unobligated balance of cash advanced to County must be immediately refunded to the U.S. Forest Service, including any interest earned in accordance with 7CFR3016.21/2CFR 215.22.

Within a maximum of 90 days following the date of expiration or termination of this agreement, all financial performance and related reports required by the terms of the agreement must be submitted to the U.S. Forest Service by County.

If this agreement is closed out without audit, the U.S. Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

- P. PROGRAM MONITORING AND PROGRAM PERFORMANCE REPORTS.

The parties to this agreement shall monitor the performance of the agreement activities to ensure that performance goals are being achieved.

Performance reports must contain information on the following:

- A comparison of actual accomplishments to the goals established for the period. Wherever the output of the project can be readily expressed in numbers, a computation of the cost per unit of output, if applicable.
- Reason(s) for delay if established goals were not met.
- Additional pertinent information.

County shall submit annual performance reports to the U.S. Forest Service Program Manager. These reports are due 90 days after the reporting period. The final performance report must be submitted either with County's final payment request, or separately, but not later than 90 days from the expiration date of the agreement.

- Q. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. County shall retain all records pertinent to this agreement for a period of no less than 3 years from the expiration or termination date. As used in this provision, records includes books, documents, accounting procedures and practice, and other data, regardless of the type or format. County shall provide access and the right to examine all records related to this agreement to the U.S. Forest Service, Inspector General, or Comptroller General or their authorized representative. The rights of access in this section must not be limited to the required retention period but must last as long as the records are kept.



If any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the 3-year period, the records must be kept until all issues are resolved, or until the end of the regular 3-year period, whichever is later.

Records for nonexpendable property acquired in whole or in part, with Federal funds must be retained for 3 years after its final disposition.

- R. FREEDOM OF INFORMATION ACT (FOIA). Public access to grant or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 215.36.

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2008 Farm Bill).

- S. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperatives, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

- T. PUBLIC NOTICES. It is The U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. County is/are encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should reference the Agency as follows:

"Gifford Pinchot National Forest of the U.S. Forest Service, U.S. Department of Agriculture"

County may call on The U.S. Forest Service's Office of Communication for advice regarding public notices. County is/are requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to The U.S. Forest Service's Office of Communications as far in advance of release as possible.

- U. FUNDING EQUIPMENT. Federal funding under this agreement is not available for reimbursement of County's purchase of equipment. Equipment is defined as having a fair market value of \$5,000 or more per unit and a useful life of over one year.



- V. PROPERTY IMPROVEMENTS. Improvements placed by County on National Forest System land at the direction or with the approval of the U.S. Forest Service becomes property of the United States. These improvements are subject to the same regulations and administration of the U.S. Forest Service as would other national forest improvements of a similar nature. No part of this agreement entitles County to any interest in the improvements, other than the right to use them under applicable U.S. Forest Service Regulations.
- W. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. County shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.
- X. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. County shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free voice (866) 632-9992, TDD (800) 877-8339, or voice relay (866) 377-8642. USDA is an equal opportunity provider and employer.

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

- Y. REMEDIES FOR COMPLIANCE RELATED ISSUES. If County materially fail(s) to comply with any term of the agreement, whether stated in a Federal statute or regulation, an assurance, or the agreement, the U.S. Forest Service may take one or more of the following actions:
1. Temporarily withhold cash payments pending correction of the deficiency by County or more severe enforcement action by the U.S. Forest Service;
 2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;



3. Wholly or partly suspend or terminate the current agreement for County's program;
 4. Withhold further awards for the program, or
 5. Take other remedies that may be legally available, including debarment procedures under 2 CFR part 417.
- Z. TERMINATION BY MUTUAL AGREEMENT. This agreement may be terminated, in whole or part, as follows:
1. When the U.S. Forest Service and County agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
 2. By 30 days written notification by County to the U.S. Forest Service setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated. If the U.S. Forest Service decides that the remaining portion of the agreement will not accomplish the purposes for which the agreement was made, the U.S. Forest Service may terminate the agreement in its entirety.

Upon termination of an agreement, County shall not incur any new obligations for the terminated portion of the agreement after the effective date, and shall cancel as many outstanding obligations as possible. The U.S. Forest Service shall allow full credit to County for the U.S. Forest Service share of obligations that cannot be cancelled and were properly incurred by County up to the effective date of the termination. Excess funds must be refunded within 60 days after the effective date of termination.

- AA. ALTERNATE DISPUTE RESOLUTION – PARTNERSHIP AGREEMENT. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.
- BB. DEBARMENT AND SUSPENSION. County shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the Federal Government according to the terms of 2 CFR Part 180. Additionally, should County or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- CC. PROHIBITION AGAINST INTERNAL CONFIDENTIAL AGREEMENTS:
All non federal government entities working on this agreement will



adhere to the below provisions found in the Consolidated Appropriations Act, 2016, Pub. L. 114-113, relating to reporting fraud, waste and abuse to authorities:

- (a) The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- (b) The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.
- (c) The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- (d) If the Government determines that the recipient is not in compliance with this award provision, it:
 - (1) Will prohibit the recipient's use of funds under this award, in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and
 - (2) May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

DD. COPYRIGHTING. County is/are granted sole and exclusive right to copyright any publications developed as a result of this agreement. This includes the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of copyright and all renewals thereof in accordance with this agreement.

No original text or graphics produced and submitted by the U.S. Forest Service shall be copyrighted. The U.S. Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Federal Government purposes. This right must be transferred to any sub-agreements or subcontracts.

This provision includes:



1. The copyright in any work developed by County under this agreement.
2. Any right of copyright to which County purchase(s) ownership with any federal contributions.

EE. MODIFICATIONS. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 60 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.

FF. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective through December 31, 2024 at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.

GG. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In Witness Whereof, the parties hereto have executed this agreement as of the last date written below.

ROBERT HAMLIN Date
Chairman, Skamania County Commissioners

ANGELA ELAM, Deputy Forest Supervisor Date
U.S. Forest Service, Gifford Pinchot National Forest

The authority and format of this agreement (20-PA-11060300-010) have been reviewed and approved for signature.

JESSICA CLARK Digitally signed by
JESSICA CLARK
Date: 2020.08.18
15:12:36 -07'00'

JESSICA CLARK Date
U.S. Forest Service Grants Management Specialist



Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

Agreement 20-PA-11060300-010

Attachment: USFS Agreement No.: Mod. No.:

Cooperator Agreement No.:

Agreements Financial Plan (Short Form)

Financial Plan Matrix: Note: All columns may not be used. Use depends on source and type of contribution(s).

COST ELEMENTS	FOREST SERVICE CONTRIBUTIONS			COOPERATOR CONTRIBUTIONS		(e) Total
	(a) Noncash	(b) Cash to Cooperator	(c) Noncash	(d) In-Kind	(e) Total	
Direct Costs						
Salaries/Labor	\$10,276.40	\$47,049.00	\$18,998.40	\$0.00	\$76,323.80	
Travel	\$0.00	\$3,990.00	\$0.00	\$0.00	\$3,990.00	
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Supplies/Materials	\$0.00	\$2,532.43	\$0.00	\$0.00	\$2,532.43	
Printing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Subtotal	\$10,276.40	\$53,571.43	\$18,998.40	\$0.00	\$82,846.23	
Coop Indirect Costs	\$1,233.17	\$6,428.57	\$2,279.81	\$0.00	\$8,708.38	
FS Overhead Costs	\$11,509.57	\$60,000.00	\$21,278.21	\$0.00	\$1,233.17	
Total		Total Project Value:			\$92,787.78	

Matching Costs Determination	
Total Forest Service Share = (a+b) ÷ (e) = (f)	(f) 77.07%
Total Cooperator Share (c+d) ÷ (e) = (g)	(g) 22.93%
Total (f+g) = (h)	(h) 100.00%

WORKSHEET FOR

FS Non-Cash Contribution Cost Analysis, Column (a)

Salaries/Labor

Standard Calculation

Job Description	Cost/Day	# of Days	Total
Botanist (GP)	\$452.16	10	\$4,521.60
Biotech (GP)	\$287.74	20	\$5,754.80

Non-Standard Calculation

Total Salaries/Labor	\$10,276.40
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Travel

Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips	Total
				\$0.00

Non-Standard Calculation

Total Travel	\$0.00
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Equipment

Standard Calculation

Piece of Equipment	# of Units	Cost/Day	# of Days	Total
				\$0.00

Non-Standard Calculation

Total Equipment	\$0.00
------------------------	---------------

Supplies/Materials

Standard Calculation

Supplies/Materials	# of Items	Cost/Item	Total
			\$0.00

Non-Standard Calculation

Total Supplies/Materials	\$0.00
---------------------------------	---------------

Printing

Standard Calculation

Paper Material	# of Units	Cost/Unit	Total
			\$0.00

Non-Standard Calculation

Total Printing	\$0.00
-----------------------	---------------

Other Expenses

Standard Calculation

Item	# of Units	Cost/Unit	Total
			\$0.00

Non-Standard Calculation

Total Other	\$0.00
--------------------	---------------

Subtotal Direct Costs

\$10,276.40

Forest Service Overhead Costs

Current Overhead Rate	Subtotal Direct Costs	Total
12.00%	\$10,276.40	\$1,233.17

Total FS Overhead Costs	\$1,233.17
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TOTAL COST

\$11,509.57

WORKSHEET FOR

FS Cash to the Cooperator Cost Analysis, Column (b)

Salaries/Labor

Standard Calculation

Job Description	Cost/Day	# of Days	Total
Program Coordinator	\$395.80	20	\$7,916.00
Partnership Specialist	\$372.70	30	\$11,181.00
Lead Natural Resource Worker	\$265.50	40	\$10,620.00
Natural Resource Worker	\$244.90	40	\$9,796.00
Natural Resource Aide	\$188.40	40	\$7,536.00

Non-Standard Calculation

Total Salaries/Labor

\$47,049.00

Travel

Standard Calculation

Travel Expense	Employees	Cost/mile	# of Trips	Total
Travel to project sites		\$0.57	7000	\$3,990.00

Non-Standard Calculation

\$0.00

Total Travel

\$3,990.00

Equipment

Standard Calculation

Piece of Equipment	# of Units	Cost/Day	# of Days	Total
				\$0.00

Non-Standard Calculation

Total Equipment

\$0.00

Supplies/Materials

Standard Calculation

Supplies/Materials	# of Items	Cost/Item	Total
Glyphosate	10	\$20.00	\$200.00
Triclopyr	12	\$78.00	\$936.00
Aminopyralid	1	298.00	\$298.00
Surfactant	12	20.00	\$240.00
Marker dye	12	56.00	\$672.00
Misc PPE			\$186.43

Total Supplies/Materials

\$2,532.43

Printing

Standard Calculation

Paper Material	# of Units	Cost/Unit	Total
			\$0.00

Non-Standard Calculation

\$0.00

Total Printing

\$0.00

Other Expenses

Standard Calculation

Item	# of Units	Cost/Unit	Total
			\$0.00

Non-Standard Calculation

Total Other

\$0.00

Subtotal Direct Costs

\$53,571.43

Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs	Total
12.00%	\$53,571.43	\$6,428.57

Total Coop. Indirect Costs

\$6,428.57

TOTAL COST

\$60,000.00

WORKSHEET FOR

Cooperator Non-Cash Contribution Cost Analysis, Column (c)				
Salaries/Labor				
Standard Calculation				
Job Description	Cost/Day	# of Days	Total	
Program Coordinator	\$395.60	48.00	\$18,998.40	
Non-Standard Calculation				
Total Salaries/Labor			\$18,998.40	
Travel				
Standard Calculation				
Travel Expense	Employees	Cost/Trip	# of Trips	Total
				\$0.00
Non-Standard Calculation				
Total Travel			\$0.00	
Equipment				
Standard Calculation				
Piece of Equipment	# of Units	Cost/Day	# of Days	Total
				\$0.00
Non-Standard Calculation				
Total Equipment			\$0.00	
Supplies/Materials				
Standard Calculation				
Supplies/Materials	# of Items	Cost/Item	Total	
				\$0.00
Non-Standard Calculation				
Total Supplies/Materials			\$0.00	
Printing				
Standard Calculation				
Paper Material	# of Units	Cost/Unit	Total	
				\$0.00
Non-Standard Calculation				
Total Printing			\$0.00	
Other Expenses				
Standard Calculation				
Item	# of Units	Cost/Unit	Total	
				\$0.00
Non-Standard Calculation				
Total Other			\$0.00	
Subtotal Direct Costs		\$18,998.40		
Cooperator Indirect Costs				
Current Overhead Rate	Subtotal Direct Costs	Total		
12.00%	\$18,998.40	\$2,279.81		
Total Coop. Indirect Costs			\$2,279.81	
TOTAL COST		\$21,278.21		

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Community Health Department	Signature 
<u>AGENDA DATE</u>	BOCC, 9/1/2020	
<u>SUBJECT</u>	Registered Dietician Contract with Bernita LaCroix	
<u>ACTION REQUESTED</u>	Signature at BOCC, Ratify BOH 9/9/2020	

SUMMARY/BACKGROUND

Contract to provided Registered Dietician services as required by Department of Health and WIC guidelines.

FISCAL IMPACT

EXPENSE CONTRACT – \$20,000.

RECOMMENDATION

Sign at BOCC on 9/1/2020. Ratify at BOH 9/9/2020

LIST ATTACHMENTS

Face Sheet

Contract

Attachment A – Statement of Work

Attachment B – HIPAA Business Associate Agreement

Attachment C – Suspension & Debarment Certification

**SKAMANIA COUNTY - PROFESSIONAL SERVICE CONTRACT BETWEEN
SKAMANIA COUNTY
AND BERNITA LA CROIX**

THIS CONTRACT, by and between **SKAMANIA COUNTY**, a municipal corporation, hereinafter referred to as the "**COUNTY**", and **BERNITA LA CROIX**, hereinafter referred to as the "**CONTRACTOR**",

WITNESSETH THAT:

1. **AUTHORITY TO CONTRACT.**

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

2. **INDEPENDENT CONTRACTOR STATUS.**

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

3. **SERVICES TO BE RENDERED.**

- A. The work to be performed by the **CONTRACTOR** consists of those services that are fully described in the contract documents marked Attachment A, B and C 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 September 9, 2020 and be ongoing; PROVIDED that, in the event this contract is a personal services contract, not exempt under Chapter 39.29 of the Revised Code of Washington, this contract shall not be effective until the requirements of said statute have been met. The County may terminate this contract earlier upon seven (7) days written notice.

5. **PAYMENTS FOR SERVICES.**

- A. The consideration for the services to be performed by the **CONTRACTOR** shall not exceed \$20,000, including Washington sales tax, and shall be paid as outlined below or in Attachment A.
- B. Payment on the account of the contracted services shall be made not more than 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.
- C. The **CONTRACTOR** agrees that funds received from the **COUNTY** can be expended for only public purposes and the **CONTRACTOR** will keep identifiable financial and performance books and records of all funds received pursuant to this contract from the **COUNTY** detailing the receipts and expenditures of such funds; that these detailed accounting records shall be made available at all reasonable times to any county, state, or federal auditor, whose duties include auditing these funds.

6. **INSURANCE**

The **CONTRACTOR** agrees to save the **COUNTY** harmless from any liability that might otherwise attach to the **COUNTY** arising out of any activities of the **CONTRACTOR** pursuant to this contract and caused by the **CONTRACTOR'S** negligence. The **CONTRACTOR** further agrees to provide the **COUNTY** with evidence of general liability insurance naming the **COUNTY, its elected and appointed official, agents, employees, and volunteers** as an additionally insured party in the amount of \$1,000,000.

7. **INDEMNIFICATION**

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

In any situation where the damage, loss or injury is caused by the concurrent negligence of the Contractor or its agents and employees and the County or its agents or employees, then the Contractor expressly and specifically agrees to hold the County harmless to the extent of the Contractor or its agents' and employees' concurrent negligence.

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

If a Subcontractor is used, then the Contractor shall ensure that all Subcontracts also provide that the Contractor or Subcontractor will waive its immunity under Title 51 RCW.

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 Commissioner's, 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 seven (7) 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: _____, _____.

SKAMANIA COUNTY
BOARD OF COMMISSIONERS

BERNITA LA CROIX, RD

Bernita La Croix RD

Chairman

8-23-2020

Commissioner

Date

Commissioner

APPROVED AS TO FORM ONLY:

ATTEST:

Prosecuting Attorney

Clerk of the Board

**ATTACHMENT A
STATEMENT OF WORK - 2020
WIC Registered Dietician**

The Contractor will perform WIC Registered Dietician services as required by:

- Develop and revise nutrition high risk care plans as stated in the Washington State WIC Manual.
- Responsible for quality assurance of WIC nutrition services.
- Adhere to all policies and procedures as stated in the Washington State WIC.
- Follow billing regulations as required under WIC policy and procedures.
- Contractor will maintain all necessary Washington state licenses and or certificates as a Registered Dietician.
- Contractor will perform all other duties agreeable to both parties and within the scope of license and practice.
- Payment is set at \$65.00 per hour. Allowable contracted time shall be the second Tuesday per month with the possibility of adding the 4th Tuesday as needed. All services are to be provided remotely as allowed by WIC. No additional payment will be made for required WIC training, travel, per diem or incidental costs.



Bernita La Croix, RD



Date



Skamania County Community
Health



Date

Attachment B
HIPAA Business Associate Agreement

Definitions: COUNTY shall mean **Skamania County**
CONTRACTOR shall mean **Bernita La Croix, RD**

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.

Dorinda Lohrey R.D
Contractor

[Signature]
Skamania County Community Health

8-23-2020
Date

8/27/2020
Date

Attachment C
SUSPENSION & DEBARMENT CERTIFICATION

Definitions: COUNTY shall mean **Skamania County**
CONTRACTOR shall mean **Bernita La Croix, RD**

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:

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

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

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

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

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

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


Contractor


Skamania County Community Health


Date


Date

RCW 42.30.110(2)(g) Performance of a Public Employee

OPMA – EXECUTIVE SESSIONS

CHECKLIST

For Local Government Success



The Open Public Meetings Act (OPMA) requires specific steps be taken in order to hold an executive session. Use this checklist to guide your agency's compliance with the OPMA related to executive sessions.*

	Requirement	Completed
Meeting	An executive session can only be held as part of a regular or special meeting.	✓
Purpose	The presiding officer announces in open session the purpose of the executive session.	✓
End Time	The presiding officer announces in open session the time the executive session will end.	✓
Legal Counsel	Legal counsel is present during the executive session, if required.	✓
Confidentiality	At the start of the executive session, participants are reminded that discussions are confidential.	✓
Topics	Local governments can discuss the following topics set forth in RCW 42.30.110(1) in executive session:	
	• Matters affecting national security. RCW 42.30.110(1)(a)(i).	
	• Infrastructure and security of agency computer and telecommunications network. RCW 42.30.110(a)(ii). See back of page. Note: Requires presence of legal counsel.	
	• Real estate sale, purchase, or lease if a likelihood that disclosure would increase price. RCW 42.30.110(1)(b), (c). If agency is seller/lessor, only minimum price may be discussed & factors influencing price must be discussed in public session. <i>Columbia Riverkeeper v. Port of Vancouver.</i>	
	• Consideration of the minimum offering price for sale or lease of real estate if there's a likelihood that disclosure would decrease the price. RCW 42.30.110(1)(c). See back of page. Note: Final action selling or leasing public property must be taken in open session.	
	• Negotiations on the performance of a publicly bid contract. RCW 42.30.110(1)(d). See back of page.	
	• Complaints or charges brought against a public officer or employee. RCW 42.30.110(1)(f). Note: At accused's request, discussion must be in open session.	
	• Qualifications of an applicant for public employment. RCW 42.30.110(1)(g). See back of page.	
	• Performance of a public employee. RCW 42.30.110(1)(g). See back of page.	✓
	• Qualifications of an applicant/candidate for appointment to elective office. RCW 42.30.110(1)(h). See back of page.	
	• Agency enforcement actions. RCW 42.30.110(1)(i). See back of page. Note: Requires presence of legal counsel.	
	• Current or potential litigation. RCW 42.30.110(1)(i). See back of page. Note: Requires presence of legal counsel.	
• Legal risks of current or proposed action. RCW 42.30.110(1)(i). See back of page. Note: Requires presence of legal counsel.		
Extended End Time	If the executive session is not completed by the originally announced end time, the presiding officer announces the extended end time in open session before returning to executive session.	✓
Resumption	Open session is not resumed until after the announced end time.	✓

Meeting Date 9/1/20 Form Completed By x Robert Hamlin
 Attendees TW Lannen, Richard Mahar, Bob Hamlin Chair

*DISCLAIMER: This checklist is meant to provide summary information on executive sessions; the checklist is not intended to be regarded as specific legal advice. Consult with your agency's attorney about this topic as well. December 2018

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 review community development and housing needs, inform citizens of the availability of funds and eligible uses of the state Community Development Block Grant (CDBG), and receive comments on proposed activities, particularly from lower income persons residing in the County.

Up to \$36,000 may be available to Skamania County to fund CDBG public services and local microenterprise assistance programs; and public health, emergency response, or temporary housing facilities that address COVID-19 impacts. All CDBG funded activities must benefit low and moderate-income persons or meet the CDBG urgent need national objective criteria.

An overview of the proposed activities will be available for review at the Commissioners' Office, Room 15, 240 NW Vancouver Avenue, Stevenson, WA or may be viewed on our website at www.skamaniacounty.org by date of publication, August 26, 2020.

Written 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. Send to Skamania County Board of Commissioners, Attn: Clerk of the Board, PO Box 790, Stevenson, WA 98648 or slack@co.skamania.wa.us. Anyone interested may appear and be heard.

DATE: Tuesday, September 1, 2020
TIME: 5:30 PM
PLACE: Skamania County Courthouse, Room No. 18 (lower level)
240 NW Vancouver Avenue
Stevenson, WA.

Commissioner Meetings are open to public attendance with limited available seating, exercising social distancing. Seating will be on a first come, first serve basis. If there is more attendance than seating, you will be asked to leave the Courthouse and phone in using ZOOM using the following numbers.

1 346 248 7799 US 1 312 626 6799 US
1 646 558 8656 US 1 669 900 9128 US

Meeting ID: 813 4248 1018

Join Zoom Meeting Audio only from your computer <https://us02web.zoom.us/j/81342481018>

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) 427-3706.

DATED: August 18, 2020

Debbie Slack

Clerk of the Board

Publish: August 26, 2020

DATE: August 18, 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: Public Hearing Notice – Community Development Block Grant

Publish on: August 26, 2020

Send Bill to: Skamania County Commissioners

CARES Act CDBG-CV1 Grants

Eligible Activities Guide

ELIGIBLE ACTIVITIES

CDBG eligible activities are in the Housing and Community Development Act of 1974, Section 105 (the Act). CDBG-CV1 eligible activities include microenterprise assistance; public services; and public health, emergency response, or temporary housing facilities that address COVID-19 impacts. These CDBG-CV1 eligible activities are defined in the following pages. A full list of CDBG eligible and ineligible activities is available on the CDBG website [here](#).

Following are definitions, HUD activity codes and further guidance on CDBG-CV1 eligible activities.

MICROENTERPRISE ASSISTANCE

HUD CODE	HUD defines a microenterprise as a commercial enterprise having five or less employees, including the owner(s). To be eligible for CDBG-CV funding, the business must have a physical location and be able to document loss of revenue due to COVID-19 impacts. Or the funding can expand a microenterprise that provides COVID-19 response services such as medical, food delivery, cleaning and other services to support home health and quarantine.
18C	

CDBG funds can support a local microenterprises assistance program by funding:

1. Provisions of credit (including grants) for the establishment, stabilization, and expansion of microenterprises. Initial amounts generally not to exceed \$25,000. Grant money may be used only for the operating expenses of the awarded business. The operating expenses are defined as the day-to-day trading operations of the business such as covering payroll and rent.
2. General and technical assistance, advice and business support services to owners of microenterprises and persons developing microenterprises.
3. Operation of the fund including staffing for pre- and post-loan technical assistance, loan servicing activities and loan collection activities.

The county either directly administers a local microenterprise assistance program or, in most cases, passes the funds to a local or regional economic/community development organization. This organization uses the funds to provide technical assistance, package loans/grants, and manage loan portfolio payments for qualifying microenterprises.

The CDBG-funded technical and financial assistance must be structured to benefit only LMI households; or in limited circumstances when an emergency has been declared, assistance may qualify as meeting an urgent need.

The CDBG COVID-19 Microenterprise Assistance Guide with template forms for developing and implementing a CDBG-funded microenterprise assistance program is available on Commerce's CDBG-CV website and [here](#).

PUBLIC SERVICES DEFINITIONS AND CODES

CDBG can fund a wide range of public services that meet a CDBG national objective. Below is an excerpt from HUD’s database manual providing definitions and codes for CDBG eligible public services. Services that most likely respond to COVID-19 impacts are highlighted.

Subsistence Payments are short-term (no more than three month) emergency payments for utilities, rent or mortgage. The CDBG COVID-19 Subsistence Payment Guide with template forms for developing and implementing a CDBG-funded utility, rent and/or mortgage emergency assistance program is available on Commerce’s CDBG-CV website and [here](#).

CDBG funded public services may cover labor, supplies, materials, and other costs directly tied to service delivery). Planning and community organization activities, not directly linked to the delivery of an eligible public service to a client, are not eligible. CDBG cannot fund general outreach activities or partnership building activities, unless you can count and report on the clients receiving a direct service from those activities.

HUD CODE	Type of Services and Definition
05A	<p>Senior Services</p> <p>Services for the elderly. 05A may be used for an activity that serves both the elderly and persons with disabilities provided it is intended primarily to serve elderly.</p> <p><i>If the activity is intended primarily to serve persons with disabilities, use 05B instead.</i></p>
05B	<p>Services for Persons with Disabilities</p> <p>Services for the persons with disabilities, regardless of age.</p> <p><i>If the activity is intended primarily for elderly persons, use 05A instead.</i></p>
05C	<p>Legal Services</p> <p>Services providing legal aid to low- and moderate-income (LMI) persons.</p> <p><i>If the legal service is only for the settlement of tenant/landlord disputes, use 05K.</i></p>
05D	<p>Youth Services</p> <p>Services for young people age 13 to 19 that include, for example, recreational services limited to teenagers and teen counseling programs. Also use 05D for counseling programs that target teens but include counseling for the family as well.</p> <p><i>For services for children age 12 and under, use 05L; for services for abused and neglected children, use 05N.</i></p>
05E	<p>Transportation Services</p> <p>General transportation services.</p> <p><i>Transportation services for a specific client group should use the matrix code for that client group. For example, use 05A for transportation services for the elderly.</i></p>
05F	<p>Substance Abuse Services</p> <p>Substance abuse recovery programs and substance abuse prevention/education activities.</p>
05G	<p>Services for victims of domestic violence, dating violence, sexual assault or stalking</p> <p>Services for victims of domestic violence, dating violence, sexual assault or stalking.</p> <p><i>For services limited to abused and neglected children, use 05N.</i></p>

HUD CODE	Type of Services and Definition
05H	<p>Employment Training Assistance to increase self-sufficiency, including literacy, independent living skills, resume writing, job coaching, “how to get and keep a job” training, or training students in a particular field on skill when there is no tie to a specific position or business.</p>
05I	<p>Crime Awareness/Prevention Promotion of crime awareness and prevention, including crime prevention education programs and paying for security guards.</p>
05J	<p>Fair Housing Activities (subject to Public Services subrecipient) Fair housing services (3.g., counseling on housing discrimination) that meet a national objective.</p>
05K	<p>Tenant/Landlord Counseling Counseling to help prevent or settle disputes between tenants and landlords.</p>
05L	<p>Child Care Services Services that will benefit children (generally < age 13), including parenting skills classes.</p>
05M	<p>Health Services Services addressing the physical health needs of residents of the community. <i>For mental health services, use 05O.</i></p>
05N	<p>Services for Abused and Neglected Children Daycare and other services exclusively for abused and neglected children.</p>
05O	<p>Mental Health Services Services addressing the mental health needs of residents of the community.</p>
05P	<p>Screening for Lead Poisoning Activities undertaken primarily to provide screening for lead poisoning.</p>
05Q	<p>Subsistence Payments One-time or short-term (no more than three month) emergency payments on behalf of individuals or families, generally for the purpose of preventing homelessness. Examples include utility payments to prevent cutoff of service and rent/mortgage payments to prevent eviction. <i>Further guidance from the list of CDBG Eligible and Ineligible Activities: Direct payments to individuals for their food, clothing, utilities or other income payments are not eligible. Income payments or emergency vouchers paid to a third party for no more than three consecutive months may be eligible.</i></p>
05R	<p>Homebuyer Downpayment Assistance - Excluding Housing Counseling If needed, see the full definition in HUD's list of CDBG Eligible Activity Codes.</p>
05S	<p>Rental Housing Subsidies Tenant subsidies exclusively for rental payments for more than three months. Activities providing this form of assistance must be carried out by CBDOs or 105(a)(15) entities.</p>
05T	<p>Security Deposits Tenant subsidies exclusively for payment of security deposits.</p>

HUD CODE	Type of Services and Definition
05U	Housing Counseling only Housing counseling for renters, homeowners, and/or potential new homebuyers that is provided as an independent public service (i.e., not as part of another eligible housing activity).
05Ua	Energy Conservation Counseling Energy conversation counseling and testing for renters, homeowners, and/or potential new homebuyers that is provided as an independent public service (i.e., not as part of another eligible housing activity).
05V	Neighborhood Cleanups One-time or short-term efforts to remove trash and debris from neighborhoods. Examples of legitimate uses of this code include neighborhood cleanup campaigns and graffiti removal.
05W	Food Banks Costs associated with the operation of food banks, community kitchens, and food pantries, such as staff costs, supplies, utilities, maintenance, and insurance.
05X	Housing Information and Referral Services An activity that provides housing information, education, and referral services, or general budget/financial counseling that does not meet the 24 CFR 5.100 definition of Housing Counseling.
05Y	Housing Counseling - Supporting Homebuyer Downpayment Assistance (05R) Housing Counseling that is provided to in conjunction with homebuyer downpayment assistance (05R) as a public service.
05Z	Other Public Services Examples are client referrals to social services, neighborhood cleanup, graffiti removal, and food distribution (community kitchen, food bank, and food pantry services).

Here is guidance on specific types of services that are eligible *under only limited conditions*:

- **Resource Referral** - If CDBG is to fund a staff person (such as a receptionist) who refers clients to both COVID-19 and non COVID-19 response services, then CDBG-CV can cover the referral service costs only in the proportion of total persons receiving COVID-19 response services, as well as meet the LMI National Objective. Contact CDBG if seeking to fund resource referral services.
- **Outreach costs** - Outreach is not an eligible CDBG public service in of itself. Outreach to inform clients of a specific program can be an allowable expense, but only as part of that program's service delivery costs. Specific partnership building costs necessary to provide a direct client service could be an allowable expense as part of that program's service delivery costs and that Program Name and service description would be listed in the table.
- **Housing Related Services** – Many housing related activities are not eligible as a CDBG public service because they are eligible instead for a housing rehabilitation, facility or homeownership assistance type of CDBG grant. Make sure your service description of any housing related services clearly shows how the service meets the definition of an eligible CDBG public service.

Please note: While the CARES Act [Coronavirus Relief Fund \(CRF\)](#) can fund similar local government activities that may be considered a public related service, the CRF differs from the CARES Act CDBG-CV funding requirements. A comparison of eligible activities is available on Commerce's [CDBG-CV website](#).

PUBLIC (OR NON-PROFIT) FACILITIES DEFINITIONS AND CODES

CDBG can fund a wide range of public facilities. CDBG-CV1 funds are available for public health, emergency response, or temporary housing facilities that address COVID-19 impacts. The primary HUD codes for facilities most likely to be targeted in response to COVID-19 impacts are listed below. For the full list of 03 public facility codes, here is a link to [HUD's list of CDBG Eligible Activity Codes](#).

HUD CODE	Type of Facilities and Definitions
03C	<p>Homeless Facilities (not operating costs)</p> <p>Acquisition, construction, conversion of buildings, or rehabilitation of temporary shelters and transitional housing for the homeless, including victims of domestic violence, dating violence, sexual assault or stalking, disaster victims, runaway children, drug offenders, and parolees.</p> <p><i>Note: For the construction of permanent housing for the homeless, use code 12; for the rehabilitation of such housing, use the appropriate 14* code; for facilities for abused and neglected children, use 03Q.</i></p>
03E	<p>Neighborhood Facilities</p> <p>Acquisition, construction, or rehabilitation of facilities that are principally designed to serve a neighborhood and that will be used for social services or for multiple purposes (including recreation). Such facilities may include libraries and community centers.</p>
03P	<p>Health Facilities</p> <p>Acquisition, construction, or rehabilitation of physical or mental health facilities. Examples of such facilities include neighborhood clinics, hospitals, nursing homes, and convalescent homes.</p> <p><i>Health facilities for a specific client group should use the matrix code for that client group. For example, use 03Q for the construction or rehabilitation of health facilities for abused and neglected children.</i></p>
03Z	<p>Other Public Improvements Not Listed in 03A-03S</p> <p>This matrix code replaces matrix code 03. Only use this code when an activity does not fall under a more specific 03A – 03S matrix code. Check the following before using this matrix code:</p> <ul style="list-style-type: none"> • Grantees may only have one public facility in an activity. Grantees must set up a separate activity for each public facility. When two or more related facilities are funded by CDBG, the grantee needs to set up a separate activity for each facility or improvement. • 03Z can be used for seawalls, bus shelters, retaining walls, and wind turbines. • 03Z can be used for activities that assist persons with disabilities by removing architectural barriers from or providing ADA improvements to government buildings (activities that otherwise would not be eligible for CDBG funding).

SAMPLE PUBLIC HEARING NOTICE (FOR CDBG-CV1 GRANT ONLY)

Additional information can be added to these required clauses to meet specific local announcement needs and to encourage participation. Consider combing hearings for multiple CDBG applications/project where possible.

If the local government's assessment of demographic data shows there is a significant population of non-English speaking residents (see the Citizen Participation Guide), then select the applicable accommodation clause below and publicize this notice also in the alternative language.

<p>1) Logistics Clause: (Where/When)</p>	<p>NOTICE IS HEREBY GIVEN that a public hearing will be held by the (<i>city council/county board of commissioners</i>) in the (<i>council chambers/hearing room</i>), (<i>location</i>), on (<i>date and time</i>).</p> <p><u><i>If providing remote meeting access</i></u> The hearing will be available via call in conference phone by dialing (phone number) entering (access code or pin #).</p>
<p>2) Purpose Clause:</p>	<p>The purpose of the public hearing is to review community development and housing needs, inform citizens of the availability of funds and eligible uses of the state Community Development Block Grant (CDBG), and receive comments on proposed activities, particularly from lower income persons residing in the (<i>name of area</i>) area.</p>
<p>3) Funding Clause: (describing the availability of CDBG funds and eligible uses)</p>	<p>Up to \$(<i>enter amount of request</i>) may be available to the (<i>city/county</i>) to fund CDBG public services and local microenterprise assistance programs; and public health, emergency response, or temporary housing facilities that address COVID-19 impacts . All CDBG funded activities must benefit low- and moderate-income persons or meet the CDBG urgent need national objective criteria.</p>
<p>4) Comment clause:</p>	<p>An overview of the proposed activities will be available for review at the (<i>location – government office and/or agency</i>), (<i>time and date</i>) or (webpage or document link). Comments may also be submitted in writing to (<i>city/county</i>), (<i>time period</i>).</p>
<p>5) Accommodation Clause: (select the applicable option based on the assessment in your Citizen Participation Documentation form)</p>	<p><u><i>Option A – for standard use</i></u> The (<i>council chambers/hearing room</i>) is handicap accessible. Arrangements to reasonably accommodate special needs, including handicap accessibility or interpreter, will be made upon receiving 24-hour advance notice. Contact (<i>name</i>) at (<i>number, location</i>).</p> <p><u><i>Option B – use when significant number of non-English speaking residents</i></u> A (<i>insert alternate language</i>) interpreter will be available. The (<i>council chambers/hearing room</i>) is handicap accessible. Additional arrangements to reasonably accommodate special needs will be made upon receiving 24-hour advance notice. Contact (<i>name</i>) at (<i>number, location</i>).</p> <p><u><i>If providing remote meeting access - Option A or B</i></u> Access for the hearing impaired and others can be accommodated using Washington Relay Service at 1-800-833-6384 and at the below website: https://www.dshs.wa.gov/altsa/odhh/telecommunication-relay-services</p>