SKAMANIA COUNTY BOARD OF COMMISSIONERS
Skamania County Courthouse
240 NW Vancouver Ave. Lower Level, Room 18
Stevenson, WA 98648
Agenda for October 13, 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, October 13, 2020

9:00 AM Staff Meeting
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. Set Public Hearing to consider adoption of the 2021 Preliminary Budget
2. Authorization to Purchase Jail video conferencing system with CARES funding
3. Authorization to Purchase Jail freezer to accommodate adequate food storage with CARES funding
4. Authorize Board of Equalization to hear property tax appeals
5. Contract Amendment #2 with Area Agency on Aging & Disabilities of Southwest Washington for CARES funding
6. Lease Agreement with Washington Gorge Action Programs for warming shelter at 702 SW Rock Creek Drive, Stevenson, WA
7. Contract renewal with Northwest Treatment Services for services for sex offender treatment evaluations and services to youth referred by the Skamania County Juvenile Department
8. Contract renewal with Columbia Pacific Construction for snow plowing services of Forest Service 90 and 25 roads

Voucher Approval

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

10:00 AM Department Head Reports

11:00 AM Brownfields Grant Update – Gabe Spencer, Assessor

CONTINUED NEXT PAGE

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.

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CONTINUED FROM PREVIOUS PAGE

Lunch

1:30 PM Board of Health Meeting (Agenda located at https://www.skamaniacounty.org/departments-offices/commissioners/board-of-health/-folder-162)

2:30 PM Workshop with Community Development

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.

NOTICE OF PUBLIC HEARING
Before the
Board of Skamania County Commissioners

PURPOSE: The Skamania County Board of Commissioners hereby gives notice that the 2021 Preliminary Budget has been completed and placed on file for the ensuing fiscal year. A public hearing will be held to consider adoption of the 2021 Preliminary Budget.

Any taxpayer may appear and be heard for or against any part of the budget. County officials in charge of departments may be questioned, by the Commissioners or any taxpayer present, concerning itemized estimates of revenues and expenditures for their department. **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

Written testimony/comments to be considered at the public hearing by the Board of Commissioners must be received by the Clerk of the Board by 12:00 PM on the Monday preceding the date of the public hearing. Send to Skamania County Board of Commissioners, Attn: Debbie Slack, Clerk of the Board, PO Box 790, Stevenson, WA 98648 or slack@co.skamania.wa.us. Anyone interested may appear and be heard.

Copies of the 2021 Preliminary Budget are available to the public in the Commissioners' Office, Room 15, 240 NW Vancouver Avenue, Stevenson, WA or may be viewed on our website at www.skamaniacounty.org

DATE: Tuesday, November 10, 2020
TIME: 5:30 PM
PLACE: Skamania County Courthouse, Room No. 18 (lower level)
240 NW Vancouver Avenue
Stevenson, WA.

The Skamania County Courthouse is accessible for persons with disabilities. Please let us now if you will need any special accommodations in order to attend the meeting. (509) 427-3706.

DATED this 13th day of October 2020.

Debbie Slack
Clerk of the Board
Publish: October 21st and October 28th, 2020

DATE: **October 13, 2020**

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

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

Please publish the following documents on the dates indicated:

1. Document: Notice of public hearing to consider the adoption of 2021 Preliminary Budget
   Publish as: Legal Notice
   Publish on: October 21 and October 28, 2020
   Send Bill to : Skamania County Commissioners
   P.O. Box 790
   Stevenson, WA 98648

COMMISSIONER'S MOTION ACTION AGENDA ITEM COMMENTARY

SUBMITTED BY Sheriff's Office Jail
Department Signature

AGENDA DATE 10-13-2020

SUBJECT Jail video conferencing system purchase

ACTION REQUESTED Authorization to Purchase

SUMMARY/BACKGROUND

Approval with CARES funding to purchase a jail video conferencing system to accommodate group counseling sessions within the jail while keeping the outside people away from potentially infecting the inmate population.

FISCAL IMPACT

CARES act funding

RECOMMENDATION

Approve the authorization to purchase.

The Skamania County Board of Commissioners passes by motion action .

SKAMANIA COUNTY
BOARD OF COMMISSIONERS

CHAIR	**DATE**
COMMISSIONER	**ATTEST:**
COMMISSIONER	**CLERK OF THE BOARD**

AUTHORIZATION TO PURCHASE

(FOR PURCHASE OF NON-BUDGETED TOOLS/EQUIPMENT OVER $5,000.00)

SKAMANIA COUNTY

DATE OF REQUEST: 10/7/2020

ITEM REQUESTED FOR PURCHASE: Inmate group video conferencing system

PURPOSE OF ITEM TO BE PURCHASED: This will allow for group video conferecning in the jail. This is needed for things like our chemical dependency, Alcoholic anonomyous and other groups who normally meet in the jail. The sysetm will allow us to continue these program while never having to worry about the potential risk the outisde group organizer may pose to our inmates.

PROPOSED VENDOR: Rose's equipment

APPROXIMATE AMOUNT OF PURCHASE: $7,000.00

REQUESTED BY: Chief Waymire

SUPERVISOR APPROVAL: Sheriff Brown

BUDGET OKAY:

SUPPLEMNTAL BUDGET YES

SOURCE OF FUNDING: CARES Act

DEPARTMENT HEAD APPROVAL:

COMMISSIONER APPROVAL (2 Signatures required)

COMMISSIONER'S MOTION ACTION AGENDA ITEM COMMENTARY

SUBMITTED BY	Sheriff's Office Jail Department	Signature
AGENDA DATE	10-13-2020	
SUBJECT	Jail Freezer purchase	
ACTION REQUESTED	Authorization to Purchase	

SUMMARY/BACKGROUND

Approval with CARES funding to purchase a jail freezer to accommodate adequate food storage

FISCAL IMPACT

CARES act funding

RECOMMENDATION

Approve the authorization to purchase.

The Skamania County Board of Commissioners passes by motion action .

SKAMANIA COUNTY
BOARD OF COMMISSIONERS

CHAIR	**DATE**
COMMISSIONER	**ATTEST:**
COMMISSIONER	**CLERK OF THE BOARD**

AUTHORIZATION TO PURCHASE

(FOR PURCHASE OF NON-BUDGETED TOOLS/EQUIPMENT OVER $5,000.00)

SKAMANIA COUNTY

DATE OF REQUEST: 10/5/2020

ITEM REQUESTED FOR PURCHASE: Jail Freezer

PURPOSE OF ITEM TO BE PURCHASED: With the jail food issues we have had related to COVID we need to upgrade our jail food storage abaility. This will allow us to hold enough food even if deliveries drop off like we dealt wit in April and May.

PROPOSED VENDOR: Rose's equipment

APPROXIMATE AMOUNT OF PURCHASE: $6,460.00

REQUESTED BY: Chief Waymire

SUPERVISOR APPROVAL: Sheriff Brown

BUDGET OKAY:

SUPPLEMNTAL BUDGET YES

SOURCE OF FUNDING: CARES Act

DEPARTMENT HEAD APPROVAL:

COMMISSIONER APPROVAL (2 Signatures required)

Quote

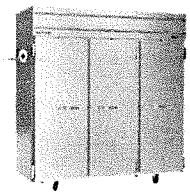
09/30/2020

To:
David
509-427-9490 (Contact)

Project:
Skamania Jail

From:
Roses Equipment & Supply
Vincent Chhim
207 S.E. Clay
Portland, OR 97214-
(503)233-7450
(503)233-7450 (Contact)

Project Code: 38229

Item	Qty	Description	Sell	Sell Total
1	1 ea	**REACH-IN FREEZER**	$5,995.00	$5,995.00
		Beverage Air Model No. HF3HC-1S Horizon Series Freezer, reach-in, three-section, 78"W, 85" H, 69.1 cu. ft. capacity, (1) center solid door right-hand hinged, (1) right solid door right-hand hinged, (1) left solid door left-hand hinged, door locks, (9) adjustable shelves, electronic control, LED interior lighting, digital display, expansion valve technology, automatic defrost, top-mounted self-contained refrigeration, R290 Hydrocarbon refrigerant, stainless steel front, gray painted sides, aluminum interior, (2) 3/4 HP, cULus, UL EPH Classifed, UL-Sanitation, Made in USA		
	1 ea	3 years parts & labor warranty (excludes maintenance items)		
	1 ea	Self-Contained refrigeration		
	1 ea	Additional 4 years compressor warranty (part only), standard		
	1 ea	115v/60/1-ph, 13.2 amps, cord with NEMA 5-20P		
	1 ea	Left door hinged left, center and right door hinged right, standard		
	1 ea	6" Heavy duty casters (2) locking, standard		
		*****Price will include delivery to jobsite*****		
		*****1 in stock as of 9/30/20*****		

ITEM TOTAL:	**$5,995.00**
Merchandise	$5,995.00
Tax	$461.62
Total	$6,456.62

If you have any questions, please do not hesitate to give me a call
Sincerely,
Vincent Chhim

Acceptance: _____ Date: _____

Printed Name: _____

Initial: _____

BEVERAGE-AIR

Project: _____	AIA#
Item: _____	
Location: _____	SIS#
Approved:	

HORIZON TOP MOUNT REACH-IN

MODEL: HF3HC-1S

HF3HC Solid Triple Door Reach-in Freezer
Hydrocarbon Series

3 Year Parts/Labor Warranty
Additional 4 Year Compressor Warranty

CABINET CONSTRUCTION

- Exterior is stainless steel front and gray painted sides
- Interior liner is made of corrosion resistant aluminum
- Full electronic control
- Expansion valve technology
- One piece grille
- LED interior light
- Self-closing door with 120° stay-open feature, on cam-lift hinges
- Field reversible doors
- Door locks
- Snap-In magnetic gaskets for positive door seal
- Anti-microbial door handles
- Heavy-duty epoxy coated wire shelves
- 6" Heavy-duty casters, two (2) with brakes
- 8' Cord and plug (see electrical data for details)

FINISH OPTION

- **HF Standard**
  (S/S Front, Continuous Coil Coated Sides, Aluminum Interior)
- **HFP**
  (S/S Front, S/S Sides, Aluminum Interior)
- **HFS**
  (S/S Front, Continuous Coil Coated Sides, S/S Interior)
- **HFPS**
  (Complete S/S Exterior & Interior)

OPTIONS & ACCESSORIES

- Tray slide pair, 1 tray slide set for (1) 18" x 26" or (2) 14" x 18" pans (A)
- Stainless steel universal tray slide pair,1 tray slide set for (1) 18" x 26" or (2) 14" x 18" pans (AC)
- Tray slide kit #4 (19 sets per half section)
- Additional epoxy shelves
- Shelf clips
- Stainless steel breaker
- 6" Legs seismic/flanged
- 3" Casters
- Remote option* (see note on back page)

REFRIGERATION SYSTEM

- Uses environmentally friendly, energy efficient R290 refrigerant, and meets all regulatory requirements for CARB, SNAP, DOE & more
- Hot gas condensate evaporator
- Adaptive Defrost
- Epoxy coated evaporator coil
- Freezer capable of maintaining product temperature down to -10°F

HF3HC TOP MOUNT REACH-IN FREEZER

Please verify qualifying units by visiting: www.energystar.gov/cfs

3779 Champion Blvd., Winston-Salem, NC 27105
1-888-845-9800 Fax: 1-336-245-6453
Beverage-Air.com Sales@bevair.com

Specifications are subject to change without prior notice. Rev. 3/20

BEVERAGE-AIR

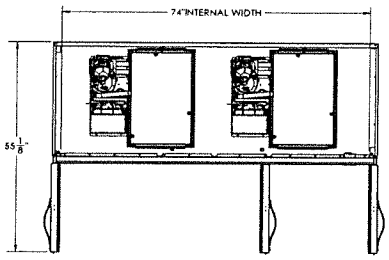
Top Mount Reach-In Freezer
Model: HF3HC-1S

MODEL	HF3HC-1S
EXTERNAL DIMENSIONAL DATA	
Width Overall	78"
Depth Overall with Handle	33 7/8"
Height Overall with Casters	85"
Number of Doors	3
Depth with Door Open 90°	55 1/8"
Door Opening (in)	21 5/8" x 61 3/4"
INTERNAL DIMENSIONAL DATA	
NET Capacity (cubic ft.)	69.1
Internal Width Overall (in)	74"
Internal Depth Overall (in)	25 7/8"
Internal Height Overall (in)	62"
Number of Shelves	9
ELECTRICAL DATA	
Full Load Amperes 115/60/1	13.2
REFRIGERATION DATA	
Horsepower*	(2) 3/4
Capacity (BTU/Hr)*	3854
SHIPPING DATA	
Gross Weight	735 lbs
Height - Crated	88"
Width - Crated	81"
Depth - Crated	36"

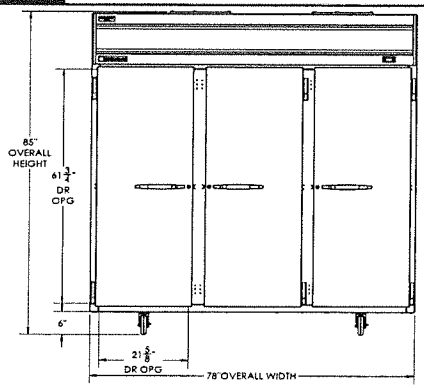
*NOTE: Remote units are field wired and come with 6" legs.
Refrigerant must be specified at time of order.

Model Views

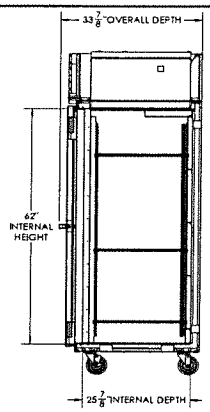
Required Clearance: Top 12", Rear 3"



PLAN VIEW



ELEVATION VIEW



SIDE VIEW

*ELECTRICAL CONNECTION

115/60/1
NEMA 5-20P

Units pre-wired at factory and include 8' long cord and plug set.

3779 Champion Blvd., Winston-Salem, NC 27105 1-888-845-9800 Fax: 1-336-245-6453 Beverage-Air.com Sales@bevair.com
an Ali Group Company

COMMISSIONER'S AGENDA ITEM COMMENTARY

SUBMITTED BY	Human Resource Department	Debi VanCamp Signature
AGENDA DATE	10/13/2020	
SUBJECT	Notice of Approval to Hear Property Tax Appeals	
ACTION REQUESTED	Authorize Board of Equalization to Hear Property Tax Appeals	

SUMMARY/BACKGROUND

Pursuant to RCW 84.48.010, the Board of Equalization has to request the Board of County Commissioners authority to hear property tax appeals filed for the current year.

FISCAL IMPACT

Cost of each Board member to attend the meetings. They receive $50.00 per diem for the day and mileage to and from their home. If the hearings are set through the lunch hour they will receive lunch stipend also. There are currently three Board members on the Board of Equalization.

RECOMMENDATION

Authorize the Board of Equalization to convene for the purpose of hearing appeals filed for the current year by signing the attached Notice of Approval to Hear Property Tax Appeals.

MOTION

The Skamania County Board of Commissioners moves to grant authority to the Board of Equalization for the purpose of hearing appeals filed for the current year by signing the attached Notice of approval to Hear Property Tax Appeals.

NOTICE OF APPROVAL TO HEAR PROPERTY TAX APPEALS

SKAMANIA **COUNTY LEGISLATIVE AUTHORITY**

The county board of equalization, with the approval of the county legislative authority, may convene at any time when petitions filed exceed twenty-five, or ten percent of the number of appeals filed in the preceding year, whichever is greater. (RCW 84.48.010)

Pursuant to RCW 84.48.010, the SKAMANIA County Legislative Authority hereby approves the SKAMANIA County Board of Equalization's request to convene for the purpose of hearing appeals filed for the current year. This approval is based on a finding that the requirements for convening under RCW 84.48.010 have been satisfied.

DATED THIS _____ day of _____ (Month), _____ (Year)

_____
Chairperson

_____
Member

_____
Member

To ask about the availability of this publication in an alternate format for the visually impaired, please call (360) 705-6715. Teletype (TTY) users, please call (360) 705-6718. For tax assistance, call (360) 534-1400.

COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number _____

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

3. Contractor Information: Contractor: Area Agency on Aging & Disabilities of Southwest Washington

   Contact Person: Nellya Zornes
   Title: Contracts & Data Support Specialist
   Address: 201 NE 73rd Street, Suite 201
   Address: Vancouver, WA 98665
   Phone: 360-735-5713

4. Brief description of purpose of the contract and County's contracted duties:
AAADSW COVID-19 Contract Amendment No. 2 for CARES funding.

5. Term of Contract: From: 03/20/2020 To: 09/30/2021

6. Contract Award Process: (Check appropriate box) **N/A**

General Purchase of materials, equipment or supplies - RCW 36.32.245 & 39.04.190

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

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

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

7. Amount Budgeted in Current Year: $0.00
   Amount Not Budgeted in Current Year $37,300
   Total Non-County Funds Committed: $37,300 Source: COVID-19 CARES
   Total County Funds Committed: $0.00
   TOTAL FUNDS COMITTED: $37,300

8. County Contact Person: Name: Sophie Miller
   Title: Program Manager

9. Department Approval: _____
   Department Head or Elected Official Signature

10. Special Comments: _____

_____

COMMISSIONER'S AGENDA ITEM COMMENTARY

SUBMITTED BY Senior Services
Department

Signature

AGENDA DATE 10/13/2020

SUBJECT

AAADSW COVID-19 Funding Amendment 2

ACTION REQUESTED Sign Contract

SUMMARY/BACKGROUND-

AAADSW Contract Amendment No.2 is to provide additional monies for senior nutrition services; congregate and home delivered, as well as senior transportation. Funding is provided through Coronavirus Aid, Relief and Economic Security Act (CARES).

FISCAL IMPACT –

$37,300 -No county match required

RECOMMENDATION

Sign the contract amendment

LIST ATTACHMENTS

AAADSW Contract Amendment 2

Sophie Miller

From: Zornes, Nellya P. (DSHS/ALTSA/AAADSW) <nellya.zornes@dshs.wa.gov>
Sent: Monday, October 5, 2020 1:41 PM
To: Sophie Miller
Cc: Springob, Mikayla A. (DSHS/ALTSA/AAADSW); Debbie Slack
Subject: Amendment #2 for AAADSW 2020-2021 COVID-19 Nutrition & Transportation Contract
Attachments: 11_COVID-19_Transp_SCSS_March_2020_Amendment 2.docx

WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Sophie,

Enclosed is the above referenced amendment for your review and signing.

Please mail two copies of the signed amendment to me at the address below.

Thank you,

Nellya Zornes
Contracts & Data Support Specialist
Area Agency on Aging & Disabilities of Southwest Washington
201 NE 73rd Street
Vancouver, WA 98665
Phone (360) 735-5713
Fax (360) 696-4905
http://www.HelpingElders.org

CONFIDENTIALITY NOTICE: This communication, including any attachments, contains information that may be confidential or privileged, and is intended solely for the entity or individual to whom it is addressed. If you are not the intended recipient, please contact the sender and delete the message. Any unauthorized disclosure, copying, or distribution of this message is strictly prohibited. Please note that all emails and attachments sent to and from AAADSW are public records and may be subject to disclosure pursuant to the Public Records Act (RCW 42.56).

AREA AGENCY ON
Aging & Disabilities
OF SOUTHWEST WASHINGTON

COVID-19 Response Senior Nutrition Services and COVID-19 Response Senior Transportation Services

COVID-19 Contract Amendment No. 2

Skamania County Senior Services (Contractor)

SUBJECT: Amendment No. 2 to the COVID-19 Response Senior Nutrition Services and COVID-19 Response Senior Transportation Services contract.

PARTIES: Area Agency on Aging & Disabilities of Southwest Washington (AAADSW) and Skamania County Senior Services (SCSS).

CONTRACT PERIOD OF PERFORMANCE: March 20, 2020 through September 30, 2021.

PURPOSE: The purpose of Amendment No. 2 is to increase Coronavirus Aid, Relief, and Economic Security Act (CARES) funding.

SCOPE: Amendment No. 2 increases contractor's CARES allocation by $37,300, totaling $127,576 for the contract period.

Current Allocation (FFCRA & CARES)	Amendment No. 2 CARES Allocation Increase	Total Allocation (FFCRA & CARES)
$90,276	$37,300	$127,576

The allocation increase is divided between programs as shown in the table below:

Program	Current Allocation (FFCRA & CARES)	Amendment No. 2 Allocation Increase (CARES)	Total Allocation (FFCRA & CARES)
Congregate Nutrition Services	$16,997	$6,000	$22,997
Home Delivered Nutrition Services	$51,462	$26,300	$77,762
Transportation Services	$21,817	$5,000	$26,817

To align with the allocation adjustments and increase, Contractor's minimum service levels will increase as follows:

Nutrition Services (FFCRA and CARES)				
Program	**Unduplicated Persons Served 4/1/20 to 12/31/2020**	**Meals**	**Unduplicated Persons Served 1/1/2021 to 9/30/2021**	**Meals**
Congregate Meals	40	2,700	26	1,895
Home Delivered Meals	82	9,000	78	7,200

Transportation Services (CARES)			
Unduplicated Persons Served 4/1/20 to 12/31/2020	**# 1-way trips**	**Unduplicated Persons Served 1/1/2021 to 9/30/2021**	**# 1-way trips**
140	5,700	134	5,400

Contractor shall provide the services and staff, and otherwise do all things necessary for, or incidental to, the performance of work as set forth in the Contract. All other terms and conditions outlined in the Contract's General Terms and Conditions, Special Terms and Conditions, Statement of Work, and other relevant documents shall remain in full force and effect.

This Amendment, including any exhibits and other documents incorporated by reference, contains the entire Amendment agreed upon by the parties, and the Amendment supersedes all previous agreements regarding the subject. No other understandings or representations, verbal or otherwise, regarding this Contract or Amendment shall be deemed to exist, unless established in writing and signed by both parties.

INQUIRES: Please direct inquires to the AAADSW contacts below.

AAADSW Contact Information

Program Staff:	Mikayla Springob	**Contracts Staff:**	Tom Waltz/Nellya Zornes
email:	Mikayla.Springob@dshs.wa.gov	**email:**	waltztr@dshs.wa.gov zornenp@dshs.wa.gov
Telephone:	360-735-5780	**Telephone:**	360-735-5716 360-735-5713

Address: 201 NE 73rd Street, Vancouver, WA 98665

APPROVALS: The parties signing below warrant they have read and understand the terms of the contract amendment, and have the authority to represent the respective organizations in this matter.

Skamania County Senior Services

Signature: _____

Name: _____

Title: _____ Date: _____

Area Agency on Aging & Disabilities of Southwest Washington

Signature: _____

Name: Dan Cothren, Commissioner

Title: Chair, AAADSW COG Date: _____

End

COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number

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

3. Contractor Information:

   Contractor: Washington Gorge Action Programs
   Contact Person: Leslie Naramore
   Title: Executive Director
   Address: P.O. Box 805
   Address: Bingen, WA. 98605
   Phone: 509-637-6557

4. Brief description of purpose of the contract and County's contracted duties:
   WAGAP is renting 702 SW Rock Creek Drive for use as a warming shelter.

5. Term of Contract: From: November 1, 2020 To: March 31, 2021

6. Contract Award Process: (Check appropriate box)

   General Purchase of materials, equipment or supplies - RCW 36.32.245 & 39.04.190

   ☐ Exempt (Purchase is $2,500 or less upon order of the Board of Commissioners
   ☐ Informal Bid Process (Formal Quotes between $2,500 and $25,000)
   ☐ Formal Sealed Bid Process (Purchase is over $25,000)
   ☐ Other Exempt (explain and provide RCW)
   This contract was awarded under RCW 39.34 Interlocal Cooperation Act

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

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

7. Budget Committed in FY 2020 Year: $0
   Amount Not Budgeted in Current Year $
   Total Non-County Funds Committed: $
   Total County Funds Committed: $0
   TOTAL FUNDS COMITTED: $0

   No Cost Lease to WAGAP for warming shelter

8. County Contact Person:

   Name: Tim Elsea, P.E.
   Title: Public Works Director

9. Department Approval:

   Department Head or Elected Official Signature

10. Special Comments: _____

COMMISSIONER'S AGENDA ITEM COMMENTARY

SUBMITTED BY	Public Works Department Signature
AGENDA DATE	October 13, 2020
SUBJECT	Proposed Lease Agreement with WAGAP for Warming Shelter at 702 SW Rock Creek Drive, Stevenson
ACTION REQUESTED	Authorize Chair to sign lease agreement

SUMMARY/BACKGROUND

Washington Gorge Action Programs (WAGAP) is a multipurpose human service organization dedicated to helping individuals, families, and communities address basic human needs while supporting efforts toward self-sufficiency. As such, WAGAP approached the county to provide a warming shelter for disadvantaged persons to use during the winter months. This facility will only be used when an employee of WAGAP or a certified volunteer is available to open the facility.

FISCAL IMPACT

The facility will be provided rent free, but WAGAP will be responsible for all utilities and maintenance of the facility beyond normal wear and tear and will return the facility in the condition in which it was rented at the end of the lease.

RECOMMENDATION

Authorize the Chair to sign the Lease with WAGAP

LIST ATTACHMENTS

Lease
Contract Face Sheet

RENTAL AGREEMENT
between
Skamania County
and
Washington Gorge Action Programs

Skamania County (County) owns a facility located at 702 SW Rock Creek Drive, Stevenson and agrees to Washington Gorge Action Programs (WAGAP) renting the facility as follows:

Dedicated and exclusive use of the facility for the purpose of providing a warming shelter to disadvantaged persons.

WAGAP agrees to follow all relevant guidance concerning COVID precautions, including, cleaning, sanitizing, providing sanitizing stations, requiring the wearing and use of appropriate face coverings and to Hold Harmless and Indemnify the County for any and all claims for damages arising from any claims related to COVID.

County and WAGAP agree that facility is suitable for the use as a Warming Shelter as-is. Any repairs needed to the facility during the term of this agreement, including but not limited to appliances, plumbing, HVAC, lighting, et cetera, shall be accomplished at the sole expense of WAGAP. WAGAP agrees to return facility to County in the condition it was originally rented to WAGAP at the end of the rental period, minus normal wear and tear.

WAGAP assumes responsibility for clean-up in all interior and exterior areas of use by guests.

County will provide keys for WAGAP employees and volunteers.

A WAGAP Employee or WAGAP approved volunteer must be onsite all hours that Warming Shelter is open or anytime a shelter guest is onsite

WAGAP will have use of designated space rent free from November 1, 2020 to March 31, 2021 WAGAP will be responsible for all utilities including electric, water/sewer, and garbage costs. WAGAP will be responsible for ensuring the water/sewer, electric and garbage bills are placed in WAGAP's name.

WAGAP agrees to provide a certificate of insurance which names Skamania County as "additional insured". Damages incurred not covered by WAGAP insurance are the responsibility of WAGAP. WAGAP will notify County as soon as possible if any damages are incurred.

WAGAP will confirm with the City of Stevenson, County Health Department and Fire Marshall approval of this location for the Warming Shelter.

WAGAP agrees to uses the premises in such a manner as to not disturb the peace and quiet of other occupants in the building.

Lessee shall indemnify and save Lessor harmless from and against any and all losses, costs (including attorney fees), damages, expenses, liabilities (including statutory liability), and

claims for damages as a result of harm, injury or death of any person or loss or damage to any property that arise from or in any manner grow out of any act or neglect on or about the leased Premises by Lessee, Lessee's partners, agents, employees, customers, invitees, contractors or subcontractors or any other persons or property present on or about the Premises arising from Lessee's occupation of the Premises.

Termination of this agreement requires 30 days advance written notice by either party.

WAGAP shall, upon termination of this agreement, vacate and return the space in the same condition in which it was received, less reasonable wear and tear and other damages not connected with the facilities' use as a warming shelter. Keys will be returned to the Public Works Office at 170 NW Vancouver Ave., Stevenson, WA at termination.

This agreement may be reviewed every 30 days during the rental period. Any amendments will be mutually agreed upon.

For Washington Gorge Action Programs	For Skamania County
_____	_____
Leslie Naramore, Executive Director Washington Gorge Action Programs	Bob Hamlin, Chair Board of Skamania County Commissioners
_____	_____
Date	Date

ATTEST:

_____
Clerk of the Board

APPROVED AS TO FORM ONLY:

_____
Prosecuting Attorney

For ____
Against ____
Abstain ____
Absent ____

RENTAL AGREEMENT
between
Skamania County
and
Washington Gorge Action Programs

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WAGAP agrees to provide a certificate of insurance which names Skamania County as "additional insured". Damages incurred not covered by WAGAP insurance are the responsibility of WAGAP. WAGAP will notify County as soon as possible if any damages are incurred.

WAGAP will confirm with the City of Stevenson, County Health Department and Fire Marshall approval of this location for the Warming Shelter.

WAGAP agrees to uses the premises in such a manner as to not disturb the peace and quiet of other occupants in the building.

Lessee shall indemnify and save Lessor harmless from and against any and all losses, costs (including attorney fees), damages, expenses, liabilities (including statutory liability), and

claims for damages as a result of harm, injury or death of any person or loss or damage to any property that arise from or in any manner grow out of any act or neglect on or about the leased Premises by Lessee, Lessee's partners, agents, employees, customers, invitees, contractors or subcontractors or any other persons or property present on or about the Premises arising from Lessee's occupation of the Premises.

Termination of this agreement requires 30 days advance written notice by either party.

WAGAP shall, upon termination of this agreement, vacate and return the space in the same condition in which it was received, less reasonable wear and tear and other damages not connected with the facilities' use as a warming shelter. Keys will be returned to the Public Works Office at 170 NW Vancouver Ave., Stevenson, WA at termination.

This agreement may be reviewed every 30 days during the rental period. Any amendments will be mutually agreed upon.

For Washington Gorge Action Programs	For Skamania County
_____	_____
Leslie Naramore, Executive Director Washington Gorge Action Programs	Bob Hamlin, Chair Board of Skamania County Commissioners
_____	_____
Date	Date

ATTEST:

_____
Clerk of the Board

APPROVED AS TO FORM ONLY:

_____
Prosecuting Attorney

For ____
Against ____
Abstain ____
Absent ____

COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number _____

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

3. Contractor Information:

Contractor:	Northwest Treatment Services
Contact Person:	Jaime Pratka, Certified Sex Offender Tx Provider
Title:	Clinical Supervisor
Address:	2614 Fort Vancouver Way Suite D.
Address:	Vancouver, WA 98661
Phone:	(360) 696-4844

4. Brief description of purpose of the contract and County's contracted duties:
Provide WA State Certified sex offender treatment evaluations and services to youth referred by the Skamania County Juvenile Department.

5. Term of Contract: From: July 1, 2020 To: June 30, 2023
(with auto renewal clause)

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

☐ Exempt (Purchase is $2,500 or less upon order of the Board of Commissioners
☐ Informal Bid Process (Formal Quotes between $2,500 and $25,000)
☐ Formal Sealed Bid Process (Purchase is over $25,000)
☒ This contract was awarded under RCW 13.40.162 or Skamania County Code _____.
Please provide a summary of the competitive process by which this contract was awarded or the exemption and why it applies.

_____

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

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

7.

Amount Budgeted in Current Year:	$8,000 (within Dept's Professional Services Budget)	
Amount Not Budgeted in Current Year	$	Source: _____
Total Non-County Funds Committed:	$8,000	Source: State Block Grant
Total County Funds Committed:	$	
TOTAL FUNDS COMITTED:	$8,000	

8. County Contact Person: Name: Angie Hollis
Title: Juvenile Court Administrator

9. Department Approval: Angie Hollis
Department Head ~~or Elected Official Signature.~~

10. Special Comments:

_____

_____

COMMISSIONER'S AGENDA ITEM COMMENTARY

SUBMITTED BY	Juvenile Department	Angie Hollis Signature
AGENDA DATE	Tuesday, October 13, 2020	
SUBJECT	Northwest Treatment Services Contract	
ACTION REQUESTED	Renew Contract	

SUMMARY/BACKGROUND

The majority of youth receiving treatment for sexual offenses in the community do so under contract with WA State Certified Sex Offender Treatment Providers, at State expense, covered under the Juvenile Department's biennia Block Grant. So is the case with Northwest Treatment Services, who has been providing outpatient treatment services to Skamania County youth convicted of sex offenses – yet determined amenable to community treatment under the Special Sex Offender Disposition Alterative (SSODA) program for approximately the last 11 years.

FISCAL IMPACT

SSODA youth's expenses are reimbursed by the State Block Grant

RECOMMENDATION

Approve the Contract Agreement renewal presented.

LIST ATTACHMENTS

One copy of Contract Agreement

Please return a scanned copy of the signed Contract Agreement by email to Angie Hollis: angieh@co.skamania.wa.us

CONTRACT AGREEMENT

PARTIES:

Skamania County Juvenile Court
PO Box 790/240 Vancouver Ave.
Stevenson, WA 98648
509-427-3715

and

Northwest Treatment Services
2614 Ft. Vancouver Way Suite D
Vancouver, WA 98661
360-696-4895

Contract Period:

Beginning: **July 1, 2020**

Ending: **June 30, 2023** (See Section 26)

Budget:

Fund:

Number: **280**

527.100.410

Professional Services

Program/Services Being Funded:

Sex Offender Treatment

Amount of Contract:

$**See Exhibit C** (Fee Schedule)

Contractor/Contract Person:

Patrick Connell, PhD.

This contract consists of the following exhibits:

EXHIBIT A: General Terms and Conditions
EXHIBIT B: Statement of Work
EXHIBIT C: Fee Schedule

Skamania County and the Contractor agree to the terms and conditions of the contract, including Exhibits A, B, C, and subsequent attachments by signing below:

APPROVED AS TO FORM ONLY:

Adam Kick
Prosecuting Attorney

FOR CONTRACTOR:

Patrick Connell, PhD.

9-23-20
Date

PRESENTED BY:

Angie Hollis
Juvenile Court Administrator

FOR SKAMANIA COUNTY:

Chairperson
Board of County Commissioners

Date

EXHIBIT A

GENERAL TERMS CONDITIONS OF PERSONAL SERVICE CONTRACTS

1. Scope of Contractor's Services:
The Contractor agrees to provide to the County services and any materials necessary to accomplish the project as specified under the Statement of Work (identified as Exhibit "B") during the contract period. The County will furnish no material, labor, or facilities, unless otherwise provided for in the Agreement.

2. Accounting and Payment for Contractor Services:
Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "C" based upon billings, supported by documentation submitted by the Contractor.

The County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, through the County voucher system for the Contractor's service pursuant to the fee schedule set forth in Exhibit "C".

3. Assignment and Subcontracting:
No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the contracting County.

4.a. Non-Discrimination in Employment:

1. Skamania County is an equal opportunity employer.

2. The Contractor agrees that it shall not discriminate against any employee or applicant for employment on the grounds of race, creed, color, sex, religion, national origin, marital status, age, disability, sexual orientation, Vietnam era or disabled veteran status, HIV/AIDS or AIDS related illnesses. This requirement does not apply, however, to a religious corporation, association, educational institution or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution or society of its activities.

3. The Contractor and subcontractors shall take affirmative action to ensure that employees are employed and treated during employment without discrimination because of their race, creed, color, religion, sex, national origin, marital status, age, disability, sexual orientation, Vietnam era veteran or disabled veteran status, HIV/AIDS related illnesses. Such action shall include but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment selection for training; including apprenticeships and volunteers.

4.b. Non-Discrimination in Client Services:
The Contractor and any subcontractor shall not, on the grounds of race, creed color, sex, religion, national origin, marital status, age, disability, sexual orientation, Vietnam era or disabled veteran status, HIV/AIDS or AIDS related illnesses:

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, any contract or and subcontract.

3. Subject an individual to segregation or separate treatment in any matter related to his or her receipt of any service(s) or other benefits provided under this agreement.

4. Deny any individual an opportunity to participate in any program provided by this agreement, any contract or any subcontracts 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 and any subcontractor 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, 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, creed, color, sex, religion, national origin, creed, marital status, age, disability, sexual orientation, Vietnam era or disabled veteran status, HIV/AIDS or AIDS related illnesses; or have the effect of defeating or substantially impairing accomplishment of the objectives of this agreement in respect to individuals having a particular race, creed, color, sex, religion, national origin, creed, marital status, age disability, sexual orientation, Vietnam era or disabled veteran status, HIV/AIDS or AIDS related illnesses.

5. Independent Contractor:
The Contractor's services shall be furnished by the Contractor as an independent Contractor and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent Contractor. The Contractor acknowledges that compensation under this Agreement will not entitle them to any County benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to Skamania County employees. The Contractor represents that he/she maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract with the Internal Revenue Service on a Schedule C, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

6. No Guarantee of Employment:
The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

7. Taxes:
The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to make withholding for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

8. Regulations and Requirement:
This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington.

9. Right to Review:
This contract is subject to review by any Federal or State auditor. The County or its designee shall have the right to review and monitor the financial and the Contracting Officer deems service components of this program by whatever means expedient. Such review may occur with or without notice, and may include, but is not limited to, on site inspection by County agents or employees, inspection of all records or other materials, which the County deems pertinent to the Agreement and its performance, and any and all communications with, or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for 3 years after contract termination, and shall make them available for such review, within Skamania County, State of Washington, upon request.

10. Modifications:
Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.

11. Contract Termination:
If either party hereto fails to comply with the terms and conditions of this contract, the other party may pursue such remedies as is legally available including but not limited to, the termination of this contract in the manner specified herein.

A. Termination by County for Cause—The County may terminate this contract in whole or in part or a substantial and material breach thereof by the Contractor upon ten (10) days written notice of termination; Provided, that unless the notice of such breach of contract is such that immediate termination is clearly necessary to protect the public interest, the County prior to termination shall endeavor to work with the Contractor to remedy such breach following the Corrective Action process included in this agreement.

B. Termination by Contractor for Cause—The Contractor may terminate this contract in whole or in part for a substantial and material breach thereof by the County upon ten (10) days written notice of termination.

C. Termination and Other Grounds—This contract may also be terminated in whole or in part upon thirty (30) days prior written notice.

12. Insurance and Bonding:
The Contractor agrees to carry for the duration of this contract insurance and bonding as follows:

A. The Contractor shall provide evidence of general casualty (commercial liability) insurance to protect against legal liability arising out of contract activity. Such insurance shall provide a minimum of $500,000 per occurrence and $1,000,000 per general aggregate limit. If the Contractor uses motor vehicles in conducting activities under this Contract, liability insurance covering bodily injury and property damage shall be provided either through a self-insurance program or through a commercial insurance policy. Such insurance shall have minimum limits of $500,000 per occurrence, combined single limit for bodily injury liability and property damage liability with no aggregate limit.

B. The Contractor shall provide to Skamania County Juvenile Court a copy of the general casualty and, if applicable, a motor vehicle insurance instrument (s) or certification of the same from the insurance issuing agency or, if appropriate, evidence of self-insurance. The certificate of insurance will show the coverage, deductible, time period and amount of coverage. The policy shall be endorsed to state that coverage will not be suspended, voided, canceled, reduced in coverage or in limits without a 30-day written notice by certified mail (return receipt requested) to the County.

13. Defense & Indemnity Agreement:
The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefore, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, his/her Subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

14. Industrial Insurance Waiver:
With respect to the performance of this agreement and as to claims against the County, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the

Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this agreement extend to any claim brought by or on behalf of any employee of the Contractor. The parties to this agreement mutually negotiate this waiver.

15. Applicability of Law:
This contract has been and shall be construed as having been initiated within the State of Washington and it is mutually understood and agreed by each party hereto that this contract shall be governed by laws of the State of Washington, both as to interpretation and performance.

16. Venue and Choice of Law:
In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Skamania. This Agreement shall be governed by the law of the State of Washington.

17. Withholding Payment:
In the event the Contracting Officer determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the Contracting Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than 10 days after it determines to withhold amounts otherwise due.

A determination of the Contracting Officer set forth in a notice to the Contractor of the action required and /or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the provisions of the Disputes clause of this Agreement. The County may act in accordance with any determination of the Contracting Officer which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount so paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Contractor by reason of good faith withholding by the County under this clause.

18. Future Non-Allocation of Funds:
If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the County will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the County in the event this provision applies.

19. Contractor Commitments, Warranties and Representations:
Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

20. Disputes:

A. General:
Differences between the Contractor and the County, arising under and by virtue of the Contract Documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled, or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Contracting Officer, shall be final and conclusive.

B. Notice of Potential Claims:
The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to

extension of time for (1) any act or failure to act by the Contracting Officer or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the Work performed, labor and material used, and all costs and additional time claimed to be additional.

C. Detailed Claim:
The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

21. Ownership of Items Produced:
All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection performance of this Agreement shall be the sole and absolute property of the County.

22. Confidentiality:
The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the Skamania County Prosecuting Attorney or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

23. Notice:
Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the Contractor to the department head of the department for whom services are rendered, and to the County Prosecutor, 240 Vancouver Ave./PO Box 790, Stevenson, WA 98648. Notice to the Contractor for all purposes under this Agreement shall be given to the address reflected below. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.

24. Severability:
If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

25. Waiver:
Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

26. Effective Date and Renewals:
This agreement shall be effective **July 1, 2020** and shall expire on **June 30, 2023. Still, this agreement shall automatically be renewed for each ensuing fiscal year thereafter unless: A. The contractor seeks termination under Subsection 11.B or C. of this contract; or B. The County provides the contractor written notice of contract termination pursuant to Subsections 11.A, C. or Sect. 18 of this contract.**

27. Entire Agreement:
This written contract represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

EXHIBIT B

STATEMENT OF WORK

Program: Sex Offender Treatment

Contractor: Northwest Treatment Services, Inc.

Contractor shall provide services for youth referred by Skamania County Juvenile Department and/or in accordance with the statutory requirements specified under RCW 13.40.160, the Special Sex Offender Disposition Alternative (SSODA).

For those youth placed under a SSODA disposition, the contractor shall provide intensive outpatient treatment and quarterly progress reports.

Upon SSODA discharge, whether for satisfactory or unsatisfactory completion, contractor shall provide a discharge summary of services provided, treatment needs unmet (if any) and the position of the contractor as to whether client had completed treatment in a satisfactory or unsatisfactory fashion.

EXHIBIT C

FEE SCHEDULE

The contractor shall **bill monthly** and Skamania County shall reimburse the contractor in accordance with the following fee schedule:

Family Group Therapy	$45.00 (hourly)
Group Therapy	$25.00 (hourly)
Individual Therapy	$75.00 (hourly)
Quarterly Written Reports	$15.75

Dated this _____ day of _____, 2020.

ATTEST:

BOARD OF COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON

_____
Chairman

_____
Commissioner

_____
Clerk of the Board

_____
Commissioner

Approved as to form only:

_____
Skamania County Prosecuting Attorney

Aye ____
Nay ____
Abstain ____
Absent ____

COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number Snow Plowing Service Contract

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

3. Contractor Information:

   Contractor: Columbia Pacific Construction
   Contact Person: Chris Creagan
   Title: President
   Address: 175 Hansen Lane
   Address: Woodland, WA. 98674
   Phone: 360-225-6323

4. Brief description of purpose of the contract and County's contracted duties:

   Forest Service 90 and 25 Roads Snow Plowing Service Contract Renewal # 2 with Columbia Pacific Construction.

5. Term of Contract: From: November 1, 2020 To: March 31, 2021

6. Contract Award Process: (Check appropriate box)

   General Purchase of materials, equipment or supplies - RCW 36.32.245 & 39.04.190

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

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

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

7. Budget Committed in Current Year: $10,000
   Amount Not Budgeted in Current Year $ Source: _____
   Total Non-County Funds Committed: $20,000. Source: PacifiCorp
   Total County Funds Committed: $
   TOTAL FUNDS COMITTED: $30,000.

8. County Contact Person: Name: Tony Hegewald
   Title: Project Manager

9. Department Approval: _____
   Department Head or Elected Official Signature

10. Special Comments: This Contract was rebid for the year (2018-19) and will carry the usual not to exceed $30,000.00. This is the last renewal before the contract will have to go out to bid next year 2021.

COMMISSIONER'S AGENDA ITEM COMMENTARY

SUBMITTED BY	PUBLIC WORKS Department	Signature
AGENDA DATE	October 13, 2020	
SUBJECT	SNOW PLOWING SERVICE CONTRACT, FOREST SERVICE 90 & 25 ROADS RENEWAL	
ACTION REQUESTED	RENEW CONTRACT WITH COLUMBIA PACIFIC CONST.	

SUMMARY/BACKGROUND

Renewal of FS 90 & 25 Road is for the plowing of the (1) Forest Service 90 Road from milepost 0.00 at the County Line, to Northwood's Fire Station (2) Forest Service 25 Road from milepost 42.96 to milepost 44.00. The Snow Plowing shall be between the months of November 2020 through March 2021. Due to the limited availability of County forces and equipment, this contract will assist the County in providing public and emergency access to residents and businesses along the FS 90 Road.

- The Board of County Commissioners did execute by motion action, October 16, 2018, Forest Service 90 & 25 Road Snow Plowing Service Contract with Columbia Pacific Construction. The contract includes provisions that this contract may be extended for two additional winter seasons by written agreement between the Contracting Agency and the Contractor.

- This will be the 2nd renewal of this contract.

- September 17, 2020, the Public Works Department received the formal offer to renew the contract with Columbia Pacific Construction for the Snow Plowing Service Contract 2020-2021.

FISCAL IMPACT

The Board of County Commissioners has allocated, in the 2019-20 Skamania County Budget $10,000 in Funds, and PacifiCorp adding $20,000 for snow plowing of the Forest Service 90 Road and 25 Road. Columbia Pacific Construction returned a renewal offer of $34,650.00. The proposal from Columbia Pacific is on an hourly contract based on estimated hours required for snow plowing operations. The contract shall not exceed approved funding without Commissioner approval.

RECOMMENDATION

That the Skamania County Board of Commissioners, by motion action, Renew the Snow Plowing Service Contract of Forest Service 90 and 25 Roads for the contract year November 1, 2020 to March 31, 2021 to: Columbia Pacific Construction

LIST ATTACHMENTS

- County Face Sheet
- Formal Offer of Contract Renewal #2
- Liability Insurance

Mr. Chris Creagan
Columbia Pacific Construction, Inc.
175 Hansen Lane
Woodland, Washington 98674

September 17, 2020

Dear Mr. Creagan,

We are extending to Columbia Pacific Construction, Inc. a formal offer of contract renewal for Skamania County Small Works Project, Forest Service 90 & 25 Road Snow Plowing Service Contract. Below is a list of the Work Items and unit prices that we have mutually agree upon for this contract year 2020 to 2021.

Item Number	Item Description	Unit	Approximate Quantity	Unit Price	Total
1	Mobilization, SPCC, Snow Check	1	L.S.	$6,000.00	$ 6,000.00
2	Snow Removal - Truck w Plow	Hour	80	$ 150.00	$12,000.00
3	Snow Removal - Grader	Hour	60	$ 155.00	$ 9,300.00
4	Snow Removal - Front End Loader	Hour	10	$ 50.00	$ 500.00
5	Snow Blower	Hour	25	$ 250.00	$ 6,250.00
6	Labor	Hour	20	$ 30.00	$ 600.00
7	Fuel Cost Adj.	Calc	1	$ 0.00	$ 0.00
8	Minor Change	Calc	-1	$ 1.00	($1.00)
				Total	$34,649.00

If you agree with our work-up, please sign below and return an original of this contract renewal offering. Please retain a copy for your records. The contract will commence on November 1, 2020.

Columbia Pacific Construction, Inc.

See Attached Signatures
Skamania County

This Bid Package is for the Snow Plowing of the (1) Forest Service 90 Road from MP 0.00 to 16.33 (2) Forest Service 25 Road from MP 42.96 to 44.00.

BOARD OF COUNTY COMMOSSONERS OF SKAMANIA COUNTY, WASHINGTON

_____
Chair

_____
Commissioner

_____
Commissioner

_____
Date

ASSTEST:

_____
Clerk of the Board

Skamania County
Community Development Department
Building/Fire Marshal • Environmental Health • Planning
Skamania County Courthouse Annex
Post Office Box 1009
Stevenson, Washington 98648
Phone: 509-427-3900 Inspection Line: 509-427-3922

MEMORANDUM

TO: Board of County Commissioners
FROM: Alan Peters, Assistant Planning Director
DATE: October 13, 2020
RE: Waters/Trailhead Holding Carson Rezone Request

James and Debbie Waters and Richard Albert and Theresa Regnier have requested that their properties on Wind River Highway in Carson be rezoned to allow for the expansion of their existing commercial businesses.

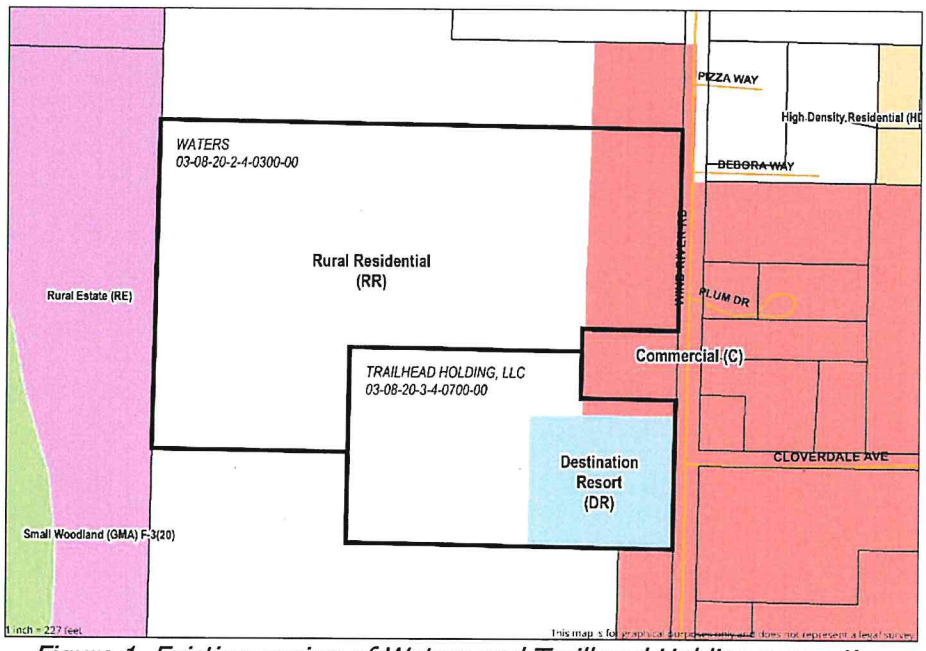

Figure 1. Existing zoning of Waters and Trailhead Holding properties.

The Waters own Parcel No. 03-08-20-2-4-0300-00, an approximately 19-acre undeveloped property that is currently split-zoned. Approximately 2.7 acres along the Wind River Hwy frontage is zoned Commercial, while the remaining acreage is zoned Rural Residential. They request that their property be rezoned to a mix of Commercial (4 acres), Rural Residential (2 acres), and Destination Resort (13 acres). The proposed rezoning would allow them to relocate and expand their existing businesses in Carson.

Albert and Regnier own Parcel No. 03-08-20-3-4-0700-00 under Tailhead Holding, LLC. This parcel is approximately 8.5 acres and split-zoned between Destination Resort, Rural Residential, and Commercial. This property is adjacent to the Waters property. They request that the entire property be rezoned to Destination Resort which would allow for expansion of their existing lodging business.

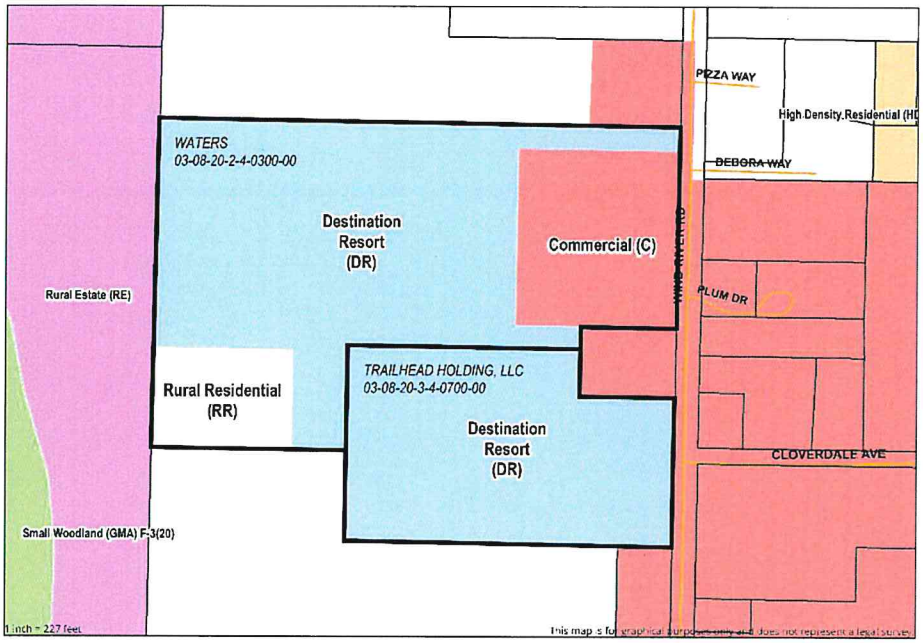

Figure 2. Proposed zoning of Waters and Trailhead Holding properties.

Zoning Designations

The requested rezoning utilizes the existing zones already present on the subject properties. The zones would be expanded or reconfigured to better accommodate the landowners' development plans.

Rural Residential

This is a residential zone that requires a minimum lot size of 1 acre. In addition to single-family residences, the zone also allows for agriculture, forestry, low-intensity recreation, and religious facilities. Professional services and multi-family residences are conditional uses.

Commercial

This is a commercial zone that allows various commercial uses and is primarily located along the Wind River Highway commercial corridor. Residential uses and RV parks are conditional uses.

Destination Resort

This is a commercial zone that allows lodging and convention facilities, food and drink service facilities, and recreational facilities. RV parks, campgrounds, and residential development are conditional uses. This zone is present on the Trailhead Holding property which is home to Carson Ridge Luxury Cabins. It is also located elsewhere in Carson on the Elk Ridge/Carson Hot Springs property.

Comprehensive Plan
The subject properties are under the jurisdiction of the Carson Community Subarea Plan. The comprehensive plan designations for the subject properties are also split, and match the boundaries of the current zoning designations. The proposal would require amendments to the Comprehensive Plan's land use map in addition to the proposed Zoning map amendments.

Analysis
The Planning Enabling Act enables the Board of County Commissioners to initiate changes to the County's Comprehensive Plan and Zoning when it deems to be for the public interest (RCW 36.70.430 and 36.70.640). Property owners can also request consideration of site-specific rezones by the Hearing Examiner, but the Board has occasionally initiated such rezones when they are in the interest of the larger community.

The request would add approximately 20 acres of developable Commercial or Destination Resort land to Carson's Wind River Highway corridor. The owners have stated that the proposed rezoning would allow them to relocate and expand their existing locally owned businesses in Carson. The proposal is consistent with the vision statement and general goals of the Carson Subarea Plan:

> Vision Statement:
> To maintain the rural residential character of the community while providing employment and recreational opportunities.
>
> General Goals:
> A. To maintain the rural residential character of the area.
> B. To provide employment opportunities in our community.
> C. To preserve and enhance community beauty.
> D. To preserve and enhance public safety.
> E. To retain the existing population and create opportunities in our community so that our children can also remain here.

Staff Recommendation
By motion, the Board of County Commissioners should initiate amendments to the Comprehensive Plan and Zoning maps as requested by James and Debbie Waters and Richard Albert and Theresa Regnier for the above described properties in Carson.

With the Board's direction, Staff will prepare the amendments to be considered before the Planning Commission at a public hearing. After holding a public hearing, the Planning Commission will submit a recommendation to the Board of County Commissioners. The Board can then approve the proposal with the adoption of a resolution and ordinance.

Attachments
Letter from James and Debbie Waters and Richard Albert and Theresa Regnier dated September 23, 2020.

September 23, 2020

Skamania County Planning Division
170 NW Vancouver Ave.
PO Box 1009
Stevenson, WA 98648

Alan and Andrew,

We are writing to request the consideration of rezoning of the two parcels listed here to destination resort properties. Parcel number 03082034070000 owned by Richard Albert and Theresa Regnier and parcel number 03082024030000 owned by James and Debbie Waters. Parcel number 03082024030000 would also have commercial property on the southeast section and a portion of existing residential would remain residential on the southwest section. Please see included drawings for our proposed zoning changes. This change in zoning would allow for expansion of locally owned and operated lodging business within the community as well as allow for future commercial expansion on the property owned by James and Debbie.

Please let us know what is needed to move forward with this request.

Thank you,

James and Debbie Waters

and

Richard Albert and Theresa Regnier

Theresa Regnier

Not to Scale
Residencial
350'
250'
Destination resort
60'
400'
60'
Commercial
440'

Commercial (C) (~ 2 acres)
Rural Residential (RR)
(~5.5 acres)
Destination Resort (DR)
(~2.75 acres)