

SKAMANIA COUNTY BOARD OF COMMISSIONERS
Skamania County Courthouse
240 NW Vancouver Ave. Lower Level, Room 18
Stevenson, WA 98648
Agenda for October 20, 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 20, 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 of September 22, 2020
2. Liquor license renewal for Carson Ridge, and Wind River Market & Gas
3. Cannabis license renewal for Forbidden Cannabis Club
4. Authorization to Purchase and contract proposal with JAVS for portable polycom system
5. Contract Amendment with Washington State Department of Commerce to extend contract performance period from December 31, 2020 to December 31, 2021
6. Contract with Turnkey Correction to provide hardware and software related to booking and release of inmates and inmate commissary needs
7. Contract Amendment for 2019-2021 contract for Managers Union to forgo negotiations for a cost of living adjustment for 2021, reviewing in July 2021

Voucher Approval

Payroll Approval

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

10:00 AM Department Head Reports

11:00 AM Workshop to discuss CARES funding

Lunch

2:30 PM Washington Gorge Action Program Updates with Leslie Naramore, Executive Director

Adjourn

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

Minutes for Meeting of September 22, 2020

The Commissioners met in their meeting room, 240 NW Vancouver Ave. in Stevenson, at 9:01 a.m. on September 22, 2020 for a staff meeting with Commissioners Richard Mahar, Tom Lannen and Robert Hamlin, Chair present. Senior Services Program Manager, Sophie Miller reported on a Flu Shot Clinic for Seniors, and transit bus passes. Alex Hays, Manager of Community Events and Recreation reported he and Sara Slack, Event Specialist are in support mode, working in offices that need extra help during the COVID 19 pandemic. He reported on the work he is doing with Department regarding CARES funds. Debi VanCamp, Human Resources reported she is working on a public records request and moving forward with various open positions. Heidi Penner, Financial Management Administrator reported on 2019 annual reported corrections and re-submission. She also reported on the State Auditor's Office yearly audit and the 2021 Budget book. She has had Sara Slack help with putting the book together and Heidi will have note ready in the next couple of days. She discussed CARES funding allocations, and reported she submitted the first reimbursement request to the Department of Commerce and is waiting feedback. Debbie Slack, Financial Management Coordinator/Clerk of the Board reported on scheduling and an FMO meeting.

The meeting recess at 9:24 a.m.

The Commissioners' business meeting was called to order at 9:30 a.m. on September 22, 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 Debbie VanCamp, Human Resources Administrator.

Mary Repar, Home Valley resident commented on the dangers of the Sheriff forming a posse and asked the Commissioners what they are going to do about it.

Commissioner Lannen moved, seconded by Commissioner Mahar to approve the Consent Agenda as follows:

1. Minutes for meeting of September 1, 2020
2. Appreciation Certificates for campground hosts
3. Interagency agreement amendment with the Washington State Department of Commerce, increasing funding for Coronavirus Relief
4. Contract with Washington State Recreation and Conservation Office for collaboration and implementation of the FY20 PPA 7721 project
5. Contract amendment #6 with Washington State Department of Veterans Affairs for 2020/2021 operations
6. Contract renewal with ESD 112 for Child Development services within the Developmental Disabilities Program for Skamania and Klickitat Counties
7. Co-location agreement with Klickitat County Public Hospital District No. 2, Skyline Medical Clinic to provide primary care services on site in the Community Health offices.
8. Contract Amendment #1 with the Washington State Health Care Authority to provide SUD services within the CJTA program
9. Memorandum of Understanding with SWACH Pathways Community HUM to provide care coordination using Pathways approach and electronic platform

Commissioner Mahar moved, seconded by Commissioner Lannen to ratify a letter regarding PILT and SRS funding that was sent to the White House, and Congresswoman Jaime Herrera Beutler.

Commissioner Mahar moved, seconded by Commissioner Lannen and the motion carried unanimously to approve vouchers for the period dated September 22, 2020 in the amount of \$133,913.91 with \$57,936.23 being Current Expense, covering warrants numbers 178338 through 178386.

Commissioner Mahar moved, seconded by Commissioner Lannen and the motion carried unanimously to approve payroll for September 25, 2020 in the amount of \$625,360.63 with \$388,374.19 being Current Expense, covering warrant numbers 42875 through 42890 and direct deposit numbers 66393 through 66575.

Hannah Brause, of WSU Extension reported on a Harvest Vista AmeriCorps position for Nick Cremona who will join WSU Extension on a year-long project addressing food insecurity in the Columbia River Gorge. She also reported on 4-H, Forest Youth Success and Agriculture.

The Board reported on various meetings they attended. Commissioner Mahar reported on Governor Inslee updates regarding COVID, a call with Representative Gina Mosbrucker, and meeting with families and businesspeople to study the constitution. Commissioner Lannen reported on fire activity, meeting with Randy Moline, of Public Works on FEMA reimbursement. He also reported on forest management meeting with Jaime Hererra-Beutler, the Forest Service Silviculturist, Johnathan Day, the Collaborative, Representative Mosbrucker call, a WSAC call on CARES funding, and a NACO call. It was announced meeting updates will be continued later in the day.

The Board met for Department Head reports.

- Tamara Cissel, Community Health Deputy Director discussed Regional Shared Learning/Healthy Living Collaborative – Pathways meeting. She also reported on Pathways organization chart and how Pathways helps connect people with services. She also reported a doctor from Skyline is utilizing the office space of the Administrative Director.
- Tim Elsea, Public Works Director/County Engineer reported on COVID 19, a webinar he attended concerning FEMA funding changes. He also reported on PPE Shields, and potential CARES match for FEMA funding. He also reported on the new panic system and a walk through with consultants. Other items he discussion was the Courthouse Plaza project and the need for a Request for Proposals for a consultant to manage the project. He reported on the DNR project on Forest Service Road 25 that will wait until 2021. He reported on an Assistant Building Official position to begin January 1, 2021. In the IT Department hardware has been ordered and a potential date of project complete is October 31, 2020. In Wind River Business Park updates Tim reported on the Biomass lease. He also reported on the Burn Ban in effect until October 1, 2020.

The meeting recessed at 10:27 a.m. and reconvened at 10:35 a.m. the same day with Commissioners Richard Mahar, Tom Lannen and Robert Hamlin, Chair present.

The Board held a workshop to review the Planning Commission's recommendation to adopt various amendments to the County's Subdivision Code (Title 17), Zoning Code (Tile 21), and SEPA code (Title 16) and approve Ordinance 2020-06 to be on the September 29, 2020 consent agenda. Alan Peters, Assistant Planner gave a summary of Ordinance 2020-06, Carson Home Occupations/Light Home Industries, Exempt Land Divisions, Lot Size Averaging and SEPA Review.

The meeting recessed at 10:55 a.m. and reconvened at 11:03 a.m. the same day with Commissioners Richard Mahar, Tom Lannen and Robert Hamlin, Chair present.

The Board met with Derek Bryan, Executive Director of the Washington Counties Risk Pool for Risk Pool updates. Insurance rates, property security, staffing, finances and the mission statement were discussed.

The meeting recessed at 12:10 p.m. and reconvened at 1:30 p.m. the same day with Commissioners Richard Mahar, Tom Lannen and Robert Hamlin, Chair present.

The Board met for Department of Natural Resources updates. Eric Wisch of the DNR gave updates on the Big Hollow Fire. Brian Poehlein of the DNR updated the Board on upcoming timber sales and expected revenue to the County for those sales.

The meeting recessed at 1:54 p.m. and reconvened at 2:30 p.m. the same day with Commissioners Richard Mahar, Tom Lannen and Robert Hamlin, Chair present.

The Board met for updates from the Wind River Advisory Board. Chris Brong, Chair of the Advisory Board presented a letter of resignation as he will be accepting another position. The Board regretfully accepted his resignation letter. Time Elsea, Public Works Director reported on remodeling projects at WRBP. Also discussed were well renovation, houses being used as quarantine for COVID through an agreement with Washington Gorge Action Program and tenants in WRBP buildings. The conveyance with the Forest Service was discussed as well as the Wind River Trust group, and grants.

The meeting recessed at 3:03 p.m. and reconvened at 3:30 p.m. the same day with Commissioners Richard Hamlin, Tom Lannen, and Robert Hamlin, Chair present.

The Board met for Gorge Commissioner updates with Tamara Kaufman, the County's representative to the Gorge Commission. The Gorge 2020 Management Plan rewrite was discussed, including the vote dates, wetlands amendments, agricultural products, urban area boundaries, urban area revision, participation by the Tribes, diversity and inclusion station and ADUs.

The meeting recessed at 3:44 p.m. and reconvened at 4:30 p.m. the same day with Commissioners Richard Hamlin, Tom Lannen and Robert Hamlin, Chair present.

The Board met in Executive Session pursuant to RCW 42.30.110(1)(g) performance of a public employee for 20 minutes. At 5:00 p.m. the Chair announced 10 more minutes were needed. At 5:10 p.m. the Chair announced 10 more minutes were needed. The session ended at 5:20 p.m.

The Board continued reporting on meeting updates. Commissioner Hamlin reported on attending a recreation insights meeting, and Homeless Housing. Discussion of cleaning out the Law Library using a contractor, and a Memorandum of Understanding for the Courthouse Plaza were discussed.

The meeting adjourned at 5:32 p.m.

ATTEST:

**BOARD OF COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON**

Commissioner

Commissioner

Clerk of the Board

Commissioner

Aye _____
Nay _____
Abstain _____
Absent _____

C091080-2

WASHINGTON STATE LIQUOR AND CANNABIS BOARD

DATE: 10/06/2020

LICENSED ESTABLISHMENTS IN UNINCORPORATED AREAS COUNTY OF SKAMANIA
(BY ZIP CODE) FOR EXPIRATION DATE OF 20210131

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1. ALBERT REGNIER STRATEGY GROUP	CARSON RIDGE LUXURY CABINS 1261 WIND RIVER ROAD CARSON WA 98610 0000	402573	BEER/WINE SPECIALTY SHOP BEER/WINE SPECIALTY SHOP
2. YNY, LLC	WIND RIVER MARKET & GAS 11 CARSON FRONTAGE RD CARSON WA 98610 0928	368361	GROCERY STORE - BEER/WINE

C092080-2

WASHINGTON STATE LIQUOR AND CANNABIS BOARD

DATE: 10/06/2020

LICENSED ESTABLISHMENTS IN UNINCORPORATED AREAS COUNTY OF SKAMANIA
(BY ZIP CODE) FOR EXPIRATION DATE OF 20210331

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1 . FORBIDDEN CANNABIS CLUB LLC	FORBIDDEN CANNABIS CLUB 1171 WIND RIVER HIGHWAY CARSON WA 98610 0000	422785	MARIJUANA RETAILER

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Superior Court Department	 Signature
<u>AGENDA DATE</u>	10/20/20	
<u>SUBJECT</u>	JAVS Portable Polycom system	
<u>ACTION REQUESTED</u>	Review and Approve Contract/Proposal	

SUMMARY/BACKGROUND

The Superior Court is asking to purchase a portable polycom system that can interface with our courtroom JAVS polycom system to allow us to do offsite Jury selection as needed for social distancing. This purchase will be submitted to CARES funding with a request for reimbursement.

FISCAL IMPACT

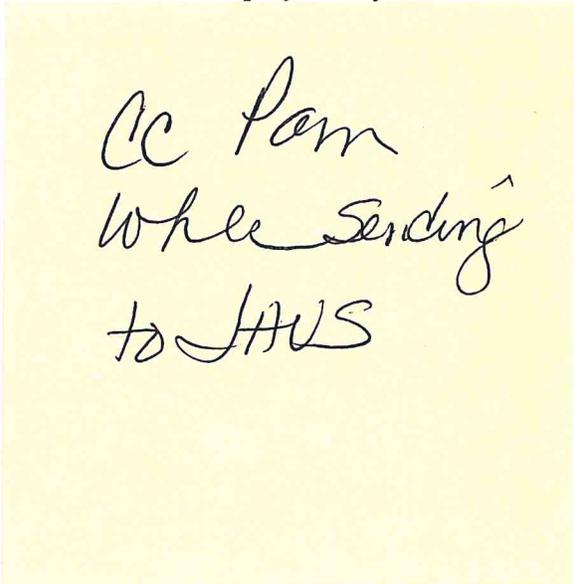
\$11,821.87 initially paid out of current expense budget with request for reimbursement through CARES funding.

RECOMMENDATION

Review and Approve Contract

LIST ATTACHMENTS

Proposal/Contract for Portable JAVS polycom system on cart



cc Pam
when sending
to JAVS



AUTHORIZATION TO PURCHASE

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

SKAMANIA COUNTY

DATE OF REQUEST: 10/13/2020

ITEM REQUESTED FOR PURCHASE: JAVS portable poloycom system

PURPOSE OF ITEM TO BE PURCHASED: Can be used at remote locations and interface with courtroom polycorr for social distancing during jury selection

* Will be requesting reimbursement through CARES funding act.

PROPOSED VENDOR: Justice AV Solutions, Inc.

APPROXIMATE AMOUNT OF PURCHASE: \$11,821.87

REQUESTED BY: Superior Court SUPERVISOR APPROVAL: _____

BUDGET OKAY: _____ SUPPLEMNTAL BUDGET YES NO

SOURCE OF FUNDING: _____

DEPARTMENT HEAD APPROVAL: *[Signature]*

COMMISSIONER APPROVAL (2 Signatures required)

PROPOSAL

JUST-1390

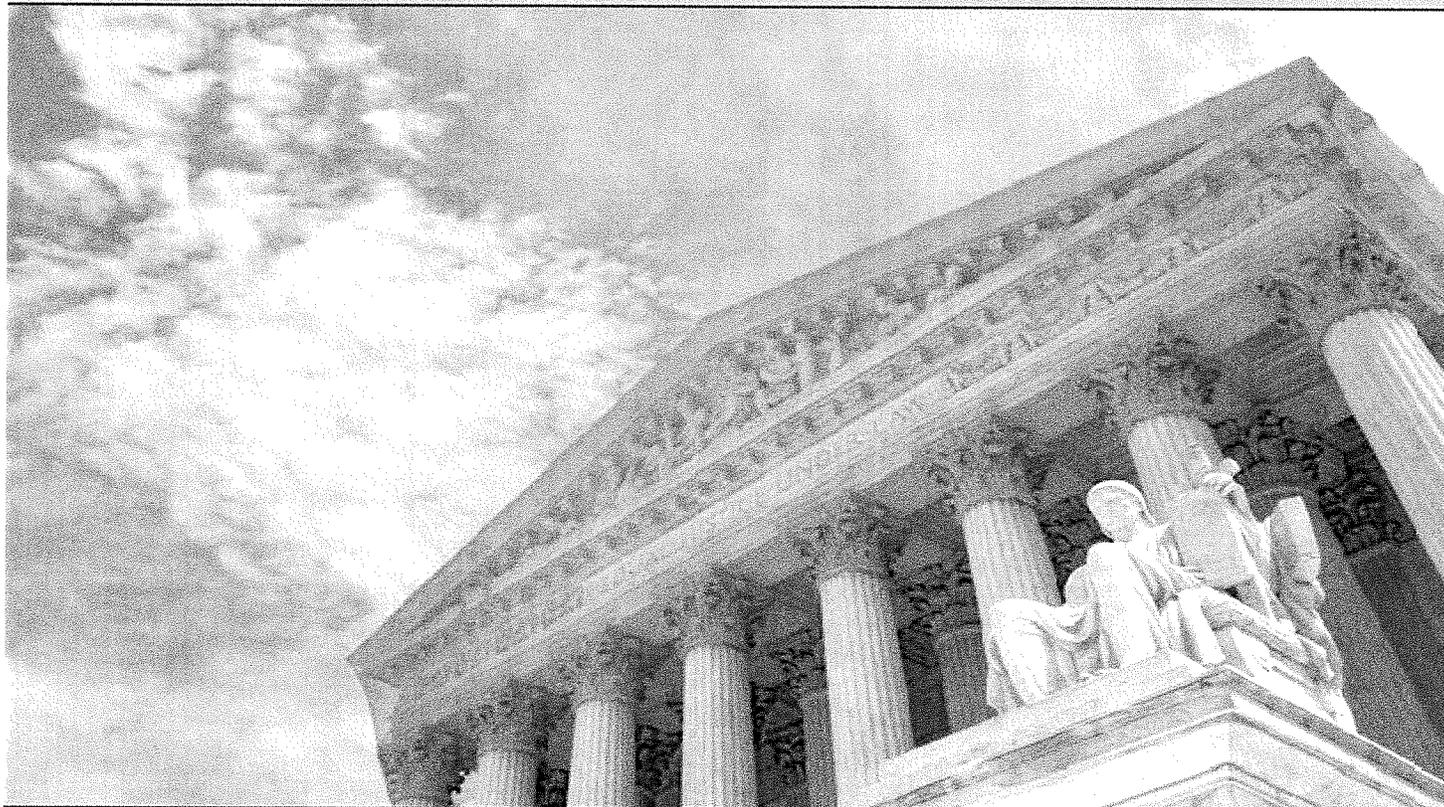
Revision:

WA Skamania County Superior Court Polycom 310

WA Skamania County Superior Court

240 Vancouver Ave
PO Box 790
Stevenson, WA 98648-0790
(509) 427-3765

Modified: 7/23/2020
Quote Valid for 90 Days
OPP-47297



Presented By:

Shelly Knopf

Justice AV Solutions, Inc

13020 Middletown Industrial Blvd
Louisville, KY 40223 US
(502) 244-8788
www.javs.com



www.javs.com

SCOPE OF WORK

The customer requests a quote for the purchase and installation of a Polycom 310 unit. The Skype license is optional, and is not part of this quote.

In addition, a mobile cart monitor with 60" display is part of the quote. The mobile display and Polycom will be used in conjunction for jurors to communicate with the courtroom at an off site location.

WA Skamania County Superior Court Polycom 310

Video Conferencing System

1	JAVS Labor for Video Conference Installation	\$1,020.00
	Labor for Video Conference Installation	
1	Polycom 4870-65340-160	\$670.00
	Total Coverage Premier, One Year, RealPresence Group 310 720p: Group 310 HD CODEC, EagleEyeIV-4x camera	
1	Polycom Group 310 with EagleEye IV 4x Camera	\$5,599.00
	Polycom RealPresence Group 310 Video Conference Codec w/ EagleEye IV-4X Camera (Maintenance Contract Required)	

Equipment: \$6,269.00

Labor: \$1,020.00

Video Conferencing System Total \$7,289.00

Display and Cart

2	Comprehensive Cable MHD18G-3PROBLK	\$49.98
	MicroFlex Pro AV/IT Certified 4K60 18G High Speed HDMI Cable with ProGrip Jet Black 3ft	
1	JAVS Labor for Display Installation on Cart	\$510.00
	Labor for Display Installation on Cart	
1	Peerless-AV ACC-320	\$87.48
	3-Outlet power strip w/ 20' cord and cable wrap	
1	Peerless-AV ACC-VCS	\$233.34
	Smart mount video conferencing camera shelf for cart or stand	
1	Peerless-AV SR560M	\$1,057.91
	Flat panel cart for 32" to 75" screen	
1	Sharp PN-LE601	\$1,499.00
	60" LED high definition Monitor	
1	Tripp-Lite SK40RUSBB	\$44.96
	(4) Outlet Surge Protector & (2) USB Outlets(3.4A) - 1080 Joule Rating	

Equipment: \$2,972.67

Labor: \$510.00

Display and Cart Total \$3,482.67

WA Skamania County Superior Court Polycom 310

Shipping

1	JAVS JAV-SHIPPING	\$205.00
	Shipping	

	Equipment:	\$205.00
--	-------------------	-----------------

	Labor:	\$0.00
--	---------------	---------------

	Shipping Total	\$205.00
--	-----------------------	-----------------

	Equipment Subtotal:	\$9,446.67
--	----------------------------	-------------------

	Labor Subtotal:	\$1,530.00
--	------------------------	-------------------

	Project Subtotal:	\$10,976.67
--	--------------------------	--------------------

PROJECT SUMMARY

Equipment:	\$9,446.67
Labor:	\$1,530.00
Sales Tax:	\$845.20
Grand Total:	\$11,821.87

Payment Terms

Payment Schedule	Amount	Due Date
PO Approval Before Installation (NET 30)	\$11,821.87	

Client accepts this Quote inclusive of its Scope of Work, Pricing and Payment Terms. Contractor agrees to furnish the equipment and materials listed and perform the work in an expedient, workmanlike and professional manner.



Client:

~~Pam Bell~~ *Randall Kroog*

Shelly Knopf

Contractor:

Justice AV Solutions, Inc

10-13-2023

Date

10/12/2020

Date

WA Skamania County Superior Court Polycom 310

DATED: _____

Chair, Board of Commissioners

Commissioner

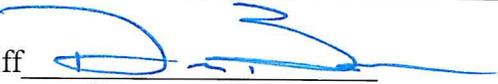
Commissioner

APPROVED AS TO FORM ONLY:

Adam N. Kick, Prosecuting Attorney

Clerk of the Board

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Skamania County Sheriff	
	Department	Signature
<u>AGENDA DATE</u>	_____	
<u>SUBJECT</u>	STOP Grant	
<u>ACTION REQUESTED</u>	____ Authorize contract _____	

SUMMARY/BACKGROUND

Extend current contract through December 31st 2021.

FISCAL IMPACT

None

RECOMMENDATION

Authorize contract x 2

LIST ATTACHMENTS

Face Sheet
Contract x 2
Dept. of Commerce letter

Grant Number: F19-31103-088

Commerce Grant Amendment Face Sheet
Amendment Number: A

Washington State Department of Commerce
Community Services and Housing Division
Office of Crime Victims Advocacy
FFY 2019 STOP Violence Against Women Formula Grant Program

1. Grantee Skamania, County Of PO Box 790 Stevenson, WA 98648		2. Grantee Doing Business As (optional) Skamania County Sheriff's Office	
3. Grantee Representative (only if updated)		4. COMMERCE Representative (only if updated)	
5. Original Grant Amount \$15,121.00	6. Amendment Amount \$0.00	7. New Grant Amount \$15,121.00	
8. Amendment Funding Source Federal: <input checked="" type="checkbox"/> State: <input type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>		9. Amendment Effective Date 11/1/2020	10. End Date 12/31/2021
11. Federal Funds (as applicable)		<u>Awarding Official</u> Department of Justice, OVW	<u>CFDA Number</u> 16.588
12. Amendment Purpose: The purpose of this amendment is to extend the grant end date through December 31, 2021.			
COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant As Amended and attachments and have executed this Grant Amendment on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant As Amended are governed by this Grant Amendment and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment A – Certification of Compliance with Federal Regulations; Attachment B – U.S. Department of Justice Certified Standard Assurances; Attachment C – Certification Form - Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements; Attachment D – Certification on Employment Eligibility; Unreasonable Restrictions; and Suitability to Interact with Minors; Attachment E – Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters; Attachment F – Scope of Work; Attachment G – Budget; and Grantee's Application for Funding as submitted and approved by COMMERCE.			
FOR THE GRANTEE		FOR THE DEPARTMENT	
Signature _____		Diane Klontz, Assistant Director	
Name _____		Date _____	
Title _____		APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	
Date _____			

EXECUTED on the day and year first written below.

SKAMANIA COUNTY SHERIFF

BOARD OF COUNTY
COMMISSIONERS, Skamania Co., WA

David S. Brown, Sheriff

Date: _____

Chairman

Commissioner

Commissioner

Approved as to form:

ATTEST:

Prosecuting Attorney

Clerk to the Board

Address for Notice:

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

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Jail	
<u>AGENDA DATE</u>	Department	Signature
<u>SUBJECT</u>	Inmate commissary vendor contract	
<u>ACTION REQUESTED</u>	Authorize contract	

SUMMARY/BACKGROUND

Renewal of inmate commissary contract

FISCAL IMPACT

None – This is a revenue only contract. No cost to us.

RECOMMENDATION

Authorize contract by signature.

LIST ATTACHMENTS

Contract x 2

EXECUTED on the day and year first written below.

SKAMANIA COUNTY SHERIFF



David S. Brown, Sheriff

Date: 10-12-20

BOARD OF COUNTY
COMMISSIONERS, Skamania Co., WA

Chairman

Commissioner

Commissioner

ATTEST:

Clerk to the Board

Approved as to form:

Prosecuting Attorney

Address for Notice:

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



Skamania County Washington
JAIL SERVICE RENEWAL AGREEMENT

THIS JAIL SERVICES AGREEMENT (“Agreement”) is entered into between Skamania County Sheriff’s Office, a political subdivision of the State of Washington, hereinafter referred to as the “Facility,” and T.W. Vending Inc. d/b/a TurnKey Corrections, hereinafter referred to as “Provider” (each a “Party” and collectively, the “Parties”).

WHEREAS, the Facility seeks to enter into an agreement for inmate services and commissary products, and

WHEREAS, Provider is capable of providing such services to the Facility and desires to do so according to the terms and conditions stated herein.

NOW THEREFORE, in consideration of the mutual undertakings and agreements contained in this Agreement, the Facility and Provider hereby agrees as follows:

1. Effective Date of Agreement

This Agreement shall be effective on most recent date set forth on the signature page (the “Effective Date.”)

2. Term of Agreement

(a) Except as otherwise provided herein, the Parties agree that the initial term of this Agreement shall be for a period of Four (4) years (“Initial Term”), beginning on the first day of the first full calendar month following the month in which Provider’s system becomes operational at the Facility (“Term Initiation Date”). This Agreement shall automatically renew on the anniversary of the Term Initiation Date for successive one-year terms, provided that, beginning in the final year of the Initial Term, either Party may terminate this Agreement for any reason by delivery of written notice to the other Party not less than 60 days prior to the termination date. Thereafter, either Party may terminate this Agreement for any reason by delivery of written notice to the other Party not less than 60 days prior to the then-effective one-year term.

(b) Facility grants Provider, as an independent contractor, the right to be the sole and exclusive provider of commissary products, communication products/services (specifically, email, video visitation picture mail and) available from Provider, regardless of the package of services initially chosen for installation by the Facility.

3. Equipment; Scope of Services

(a) Provider shall install the equipment identified below (“Equipment”) and Provider’s administrative software, known as the TEAM software system, at the Facility. The pricing for Equipment identified is this Agreement (i.e., as of the Effective Date) reflects the Facility’s purchase price as of the Effective Date, for the Equipment specified. Any Equipment purchased thereafter, including upgrades to existing Equipment, are subject to



future negotiation. Provider will install and implement the selected services and Equipment detailed below prior to the Term Initiation Date without charge to Facility, unless otherwise expressly set forth herein. Thereafter, the pricing for additional Equipment, services, or any other modifications and/or improvements desired by the Facility, are subject to future negotiation. All other recurring or future prices, expenses, or charges to Facility are fixed as set forth herein, unless this Agreement is modified in accordance with Section 23.

(b) **Trust Accounting Software:** If requested by the Facility, Provider shall furnish, install, repair, and maintain trust accounting software at the Facility. Provider shall install the software on to Facility's systems during the initial training or provide the software to the Facility for electronic download. The Facility shall be solely responsible for the installation and configuration of the software so downloaded. Provider is not responsible for any installation or configuration of software downloaded by Facility. After completing the download, the Facility shall receive an activation link for the activation of the license. Once the license has been entered or activated, the rights of use and functionalities in accordance with the Agreement shall be available to the Facility.

- i. **Software License.** Provider herewith grants the Facility the non-exclusive, non-transferrable and not sub-licensable right to install, run and use the software on Facility's computers within the limits of the scope of use specified in this Agreement. The rights of use granted shall not include any rights to the source code of the software.
 - A. The rights of use granted under the Agreement shall be limited in time to the term of this Agreement, or to the time of termination of this Agreement, whichever is earlier.
 - B. Any use of the software exceeding the contractually agreed scope of usage is expressly prohibited. The Facility shall use the software only in accordance with the provisions of the Agreement and in accordance with laws and regulations applicable to such use, and shall not infringe any third-party rights in connection with such use. When using the software, the Facility shall, in particular, comply with all applicable data protection and export control provisions.
 - C. The rights granted pursuant to this Agreement shall not include and the Facility shall not be entitled to and shall not allow a third party to (i) attempt to circumvent any technical devices of the software that are directed at, or have the effect of, enforcing the terms of the Agreement; (ii) modify, create derivative works, translate, decompile or create or attempt to create, by reverse engineering or otherwise, the source code or the object code of the software; (iii) use the software under any circumstance whatsoever directly or indirectly in a computer service business or service bureau or in a rental or commercial timesharing arrangement; (iv) remove, modify or obscure any copyright, trade secret, confidentiality, trademark, service mark or other proprietary rights, serial number, notice, legend or similar on any copy of the



software, or related data, manuals, documentation or other materials; (v) market, sell, lend, rent, lease, or otherwise distribute, the software or give or provide it to third parties; or (vi) except as otherwise expressly provided herein, assign, sublicense or otherwise transfer any rights in or to the software. Facility recognizes and agrees that there is no adequate remedy at law for a breach of this section, and that such breach would irreparably harm Provider for which monetary damages would not be an adequate remedy and that Provider is entitled, in addition to its other rights and remedies, to equitable relief.

- D. As between the parties, Provider retains all right, title and interest in and to the software (and any new versions thereof provided by Provider) and in all copies, modifications and derivative works of the software including, without limitation, all rights to patent, copyright, trade secret, trademark and other proprietary or intellectual property rights.
- E. Provider provides the Facility with the software subject to the conditions set out in this Agreement. It is not part of the software to safeguard an interruption- and latency-free end-to-end connection between different users of the software. The Facility acknowledges that the software may be unavailable or include latency from time to time due to technical difficulties or due to causes beyond the reasonable control of Provider. Additionally, the Facility acknowledges that the end-to-end connection between different users of the software is dependent on the Facility's internet connection to the data center as well as the Facility's use of hardware and software (e.g. kiosks, PC, operating system) in compliance with system requirements for the software, all of which shall not be included in the services provided by Provider and shall be Facility's responsibility. The respective costs shall be borne by Facility.
- F. Provider may, at its sole discretion, elect to offer updates to the software for download. These releases may contain the correction of errors, security patches as well as minor improvements of functions (e.g. optimizations in the program execution speed). Provider shall have no obligation to provide updates of the software. If, however, Provider does elect to provide updates of the software, then the Facility shall be obligated to update the software as soon as reasonably practicable. All rights of use set forth herein that are applicable to the software shall also apply to updates.
- G. Facility acknowledges that the software and related technical data (collectively "Controlled Technology") are subject to the import and export control and economic sanctions laws of the United States, specifically the U.S. Export Administration Regulations (EAR) and the laws of any country where Controlled Technology is imported or re-exported. Facility agrees to comply with all relevant laws and will not export, re-export, or transfer any Controlled Technology in contravention of U.S. law nor to any restricted country, entity, or person for which an export license or other governmental approval is required. Facility further agrees that it will not export, transfer, or



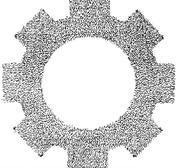
sell any Controlled Technology for use in connection with chemical, biological, or nuclear weapons, or missiles, drones or space launch vehicles capable of delivering such weapons.

- H. Provider strictly complies with applicable data protection law. Non-personal or anonymous data may be collected automatically to improve functionality and the Facility's experience with the software. The Facility agrees that Provider owns all rights in and is free to use any such non-personal or anonymous data in any way it deems fit for development, diagnostic, corrective as well as marketing or any other purposes.
- I. SPECIFIC AS TO THE SOFTWARE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL PROVIDER OR ITS LICENSORS, RESELLERS, SUPPLIERS OR AGENTS BE LIABLE TO FACILITY FOR (i) ANY COSTS OF PROCUREMENT OF SUBSTITUTE OR REPLACEMENT GOODS AND SERVICES, LOSS OF PROFITS, LOSS OF USE, LOSS OF OR CORRUPTION TO DATA, BUSINESS INTERRUPTION, LOSS OF PRODUCTION, LOSS OF REVENUES, LOSS OF CONTRACTS, LOSS OF GOODWILL, OR ANTICIPATED SAVINGS OR WASTED MANAGEMENT AND STAFF TIME; OR (ii) ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES WHETHER ARISING DIRECTLY OR INDIRECTLY OUT OF THE USE OF THE SOFTWARE.
- J. Since Provider is not selling the software to Facility, and the functionality of the software will cease after the termination of this Agreement, Provider offers no warranty to the Facility as to the software. WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. PROVIDER MAKES NO WARRANTIES OR REPRESENTATIONS THAT THE SOFTWARE WILL MEET FACILITY'S REQUIREMENTS OR THAT OPERATION OR USE OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE. FACILITY MAY HAVE OTHER WARRANTY RIGHTS, WHICH MAY VARY FROM STATE TO STATE AND COUNTRY TO COUNTRY.

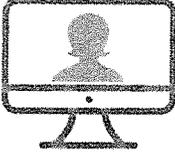
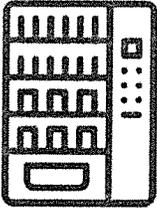
EQUIPMENT, SERVICES, CHARGES, COSTS, AND REVENUE SHARING

Accounting & Administrative Software	Provider's accounting and administrative software will be installed on all computers deemed necessary by the Facility.
-------------------------------------------------	------------------------------------------------------------------------------------------------------------------------



	
<p>Inmate Kiosk(s)</p> 	<p>One (2) kiosk(s) will be installed in the Facility. The kiosks will be compatible with all services offered by the Provider, including commissary ordering, display of account balances, video visitation (both on and off-site), inmate messaging, inmate e-mail, MP3 / Music, and additional services as available. <u>The Facility can use the services it desires on any or all kiosks.</u></p> <p>Cost for kiosk(s) \$0.00. Any additional kiosks are \$2,295 each.</p>
<p>Lobby Deposit Kiosk(s)</p> 	<p>One (1) lobby kiosk(s) available for processing all cash and credit card deposits by non-inmates. Credit card deposits made online or at the lobby kiosk will require an \$8.95 convenience fee, which shall be retained by Provider. Cash deposits at the lobby kiosk will have a \$2.00 convenience fee, which shall be retained by Provider.</p> <p>If Facility (or the County of <u>Skamania</u>, or the State of Washington) places a lien on an inmate's account for any reason, from and after the date the lien is recorded, or otherwise legally effective, all deposits to such inmate's account shall be allocated seventy percent (70%) as unrestricted cash for such inmate's discretionary use, and thirty percent (30%) to reduce the amount of such inmate's lien.</p> <p>Cost for lobby kiosk(s): \$0.00. Any additional lobby kiosks are \$2,295 each.</p>
<p>Booking/Release Station(s)</p> 	<p>One (1) booking/release station(s) that will include money intake unit, smart (vending) card programmer (if requested), credit card reader (if requested), debit release card programmer (if requested), check printer, and any other requested and available items. As with Lobby Deposits, inmate credit/debit card deposits at booking will require an \$8.95 convenience fee, which shall be retained by Provider. Facility is responsible for and must adhere to and complete all required processes to complete any such inmate credit/debit card transaction at the time of booking. The limit for any booking credit/debit card transaction by the inmate is \$100.</p> <p>Provider will charge Facility a \$1.00 service charge for each debit release card issued to released inmates. Facility can utilize Provider's TEAM software to reduce each released inmate's debit release card net balance by \$1.00.</p>

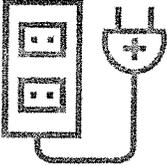


	<p>Cost for booking/release station(s): \$0.00. Any additional booking/release stations are \$2,295 each.</p>
<p>Lobby Visitation Station(s):</p>  <p>Video Visitation Costs</p> 	<p>One (1) lobby public visitation station(s). These stations allow the public to visit inmates on Provider's proprietary inmate visitation station.</p> <p>Cost for lobby visit station(s): \$0.00 Any additional lobby visit stations are \$2,295 each.</p> <p>If desired, the facility may employ TKC's off-site video visitation solution at any time.</p> <p>For off site visits, each visit will cost \$0.39 per minute to the general public. Visits performed from lobby visit stations will incur no cost to the County or the public. This is an optional service.</p>
<p>Vending Machines</p> 	<p>Two (2) Vending Machine(s). Cost for each Vending Machine: \$0.00</p> <p>Any additional Vending Machines are \$4,995 each.</p>
<p>Inmate Tablets</p> 	<p>Provider will provide No inmate tablets to the facility. In addition, provider will provide one charging station and be responsible for one half of the cost of a dedicated internet line. Facility will be charged \$1.00/tablet/day, whether the tablets are being used or not. Facility shall rent from Provider all required equipment to make the tablets functional. Payment by the Facility for these items shall be taken out of Facility commissions. The parameters and the pricing of the tablet-related equipment shall be set forth in an attached Exhibit A. If wireless equipment is needed, the facility will be responsible for terminating wire at location where wireless routers will be placed.</p>
<p>Inmate E-Mail/SMS/Picture Mail Costs</p> 	<p>Inmates who have outside parties communicating with them via email, text or picture mail, will be able to respond in-kind to such communications.</p> <p>E-Mail will cost \$0.25 per message sent. SMS will cost \$0.13 per message sent. Picture Mail will cost \$0.25 per picture sent.</p>



<p>Inmate Telephone Service</p> 	<p>TKC TeleCom LLC, an affiliated company with Provider, provides integrated telephone telecommunications equipment and services that include proprietary (and patented) software capabilities (access, monitoring, recording, and archiving), remote data service processing services, back-office data processing, resale of intra-state and inter-state telephone telecommunications, management of relationships with underlying telephone telecommunication carriers and providers, provision and maintenance of related equipment, and help desk functions.</p> <p>In consideration for the above services, the Facility agrees to pay TKC TeleCom \$0.13 per telephone-minute used this includes the enhanced investigation tool. The Facility is able to charge rates above \$0.12 per minute, but the Facility cannot charge rates above \$0.26 per minute without thirty (30) days prior written notice to the TKC TeleCom, and not without TKC TeleCom's prior written approval. The Facility retains the difference between \$0.13 and whatever amount it charges per telephone-minute used, <u>provided, however</u>, the difference shall be reduced by applicable taxes as calculated based on the total final charge to users as determined by the Facility. TKC TeleCom will be responsible for remitting all applicable sales, federal and state telephone telecommunication taxes, with the amount paid for such taxes reducing the amount due to the Facility.</p> <p>TKC TeleCom or Provider shall install kiosks and/or corrections grade inmate telephones at locations in the Facility at mutually agreed upon locations, and mutually agreed upon equipment and installation pricing.</p> <p>For the above equipment and services to be effective, the Facility must enter into a separate Facility Telephone Telecommunications Agreement with TKC TeleCom.</p>
<p>Phone PIN Sale Automation</p> 	<p>If Inmate Telephone Service is not applicable, Provider will provide the Facility with the ability to automate the sale of phone pins from Facility's phone provider. Provider will provide this service free of charge for the first 30 days. If the Facility wishes to continue to use this feature after the initial 30 days, Provider shall receive 10% of gross sales from this feature.</p>
<p>Other features available</p> 	<p>The Facility will be able to use all features offered by the Provider, including paperless kites, law library, attorney and bond agency directory, inmate handbook, PREA automation, and other features. Please check with your salesperson to obtain a detailed list of additional available services and costs.</p>



<p>Installation Costs</p> 	<p>Provider does not charge the Facility for the initial installation. Facility is responsible for providing electrical and data connections.</p>
<p>Delivery</p> 	<p>Provider will package, label and deliver commissary orders ready for distribution twice weekly from its warehouse. The Facility will be responsible for distribution of any such packages.</p>
<p>Commission Rate</p>	<p>Unless a different rate is expressly stated for specific sales or services, the Facility will earn a commissary commission rate of 25% of gross commissary sales (net of sales taxes) and a communication commission rate of 20% of gross Inmate E-Mail/SMS/Video Visitation/Picture Mail Costs sales (net of sales tax) beginning on the 1st day of the month after the Term Initiation Date through the end of the Initial Term, and any renewals, of this Agreement. Notwithstanding the foregoing, no such commission rate will accrue to Facility during the first 90-day period following the completion of the installation, or the Term Initiation Date, whichever occurs later.</p>

(c) Additional Requirements and Specification

- i. **Equipment Ownership:** All Equipment provided at no charge is and remains owned exclusively by Provider. Provider shall maintain installed Equipment within the service standards outlined within this Agreement.
- ii. **Credit/Debit Card Processing:** Amounts deposited into the Trust Accounts via credit/debit cards are the property of the applicable inmate Trust Account. If any amount so deposited is disputed by the card holder, Provider, at its sole and exclusive option, may process or make a refund to any such card holder. Amounts disputed shall be deducted from the applicable inmate's Trust Account, logged as a debit against such inmate's Trust Account history at the Facility, or the Facility may choose to seek restitution from such inmate for such disputed amount.
 - A. Provider does not warrant that the processor will function appropriately for the Facility or for any person making a deposit into the Trust Account. Any errors in processing any transaction shall be and remain the responsibility of the processor.
 - B. Neither Party shall impose any surcharge or similar fee on any transaction that would, or could reasonably be expected to, violate any applicable credit card network rules or applicable law. In cases where Provider's banking or financial partners or similar service providers, impose changes in



processing costs payable by Provider, Provider reserves the right to modify transaction processing fees to reflect such changes and to charge such costs to system users. Provider also reserves the right to change processors, at any time and at its sole discretion.

- iii. Commissary: All Facility commissary products shall be supplied by Provider, and Facility shall not accept commissary products from any other vendor during the term of this Agreement.
- iv. Delivery and Support: Provider shall deliver, or cause to be delivered through a reputable transportation/shipping business, commissary to Facility on a mutually agreeable schedule.
- v. Facility Systems and Cooperation: If the Facility requests an interface with its systems and/or with its third-party service provider(s), then the Facility shall provide access to any necessary technical information and specifications of its systems in order for Provider to be able to interface with the Facility systems and with any such service provider(s). Such technical information shall include, at a minimum, contact information for relevant Facility and service provider personnel, and a general description of the intended interface. Technical information should also include application programming interface (API) specifications and documentation, network service endpoint URI's, and authentication credentials. Only if Provider has an existing interface with the Facility's service provider(s), shall this requirement be waived, and then only at Provider's sole discretion. In addition, the Facility shall provide any technical specifications required for the introduction of any new TEAM features and/or Provider services as they are introduced and/or agreed to by the Facility. Such technical information should include, at a minimum, detailed descriptions of intended operations of the requested feature(s), and any additional required Facility and/or service provider contact information necessary to implement such new feature(s). Best practices require technical information to include flow charts, technical drawings, and/or screenshots of similar features in other software applications. All such systems and contact information shall be submitted by the Facility to the Provider within thirty (30) days of the Effective Date. The failure of Facility to provide the required technical and contact information may be considered a breach of this Agreement by Provider, impacting commission rates, and shall result in diminished service capabilities by Provider.



(d) **System Features**

i. **Video Visitation**

- A. All visits are recorded. Visits are recorded in real time audio and four frames per second on video. Facility has 24/7/365 access to all recordings on Provider's web-based system. Although recordings are maintained on Provider's servers, the recordings are property of the Facility, and Provider shall provide Facility with a disk of recordings upon request and at no cost.
- B. Visits are able to be monitored by the Facility and Provider. Monitoring allows for visits to be terminated immediately for inappropriate conduct. Visits constituting attorney-client communications, or other legally privileged communications, can be eliminated from monitoring.
- C. The Facility will determine the parameters necessary for visitors to be approved and allowed to schedule a visit. Visiting hours can also be set for the Facility both as a whole and relating to specific pods.
- D. Visitors, inmates, groups, and pods can all be tagged for real-time review by outside agencies and the Facility's administration.
- E. Privileges may be revoked or suspended at any time for any reason for any user.
- F. The Facility's staff can be assigned various authority levels to maintain integrity and security of the system.
- G. Except as otherwise detailed herein, there are no Provider servers located at the Facility necessary for the Equipment or the services to function.
- H. All recordings are maintained on Provider's servers for 90 days. The Facility will be notified of recordings scheduled to be deleted on a monthly basis.

ii. **Inmate Email**

- A. Messages can be sent both internally and externally.
- B. Ability to send and receive email can be blocked for internal and external parties for any reason at any time.
- C. Screening system is in place to identify and block inappropriate words.
- D. Messages can be sent to administrative queue for review before delivery to internal or external parties, or can be scored in an automated fashion and delivered directly to the inmate or external party if below a score threshold, or routed to a queue for review if above a score threshold. Messages constituting attorney-client communications, or other legally privileged communications, can be eliminated from monitoring.
- E. All messages are saved and kept for the term of the Agreement plus four years.



- F. Messages are sent from and delivered to the inmate kiosks, eliminated the need for paper.
- G. Indigent credit programs are available to dramatically reduce indigent postage expense.
- H. All email messages are the property of the Facility.

iii. **Account Management**

- A. Easy-to-use interface walks users through account creation (booking) and account close (release) processes.
- B. Track general inmate information including name, inmate number / criminal history number, unit number, language, status, and audit information (user and date/time stamp of record creation and last time the account was altered).
- C. Search for accounts based on any combination of the following: inmate number, first/middle/last name, unit number, language, status, account group and sound-ex searches.

iv. **Reports**

- A. Customization available.
- B. Automatically generates Account Balance Summary, Deposit Transactions, Cash-in Transactions, System Balance, Transaction History, Refund Transactions, Check Register, Voided Checks, Daily Balance, Daily Shift, Inmate Deposits, Inmate Detail, Inactive Accounts, Closed Accounts, Event Log, Kiosk Status, Site Charge Detail, Site Charge Grouping reports, and various additional reports.
- C. Export reports to Adobe Acrobat, Microsoft Excel, CSV, HTML, and Comma Delineated.

v. **Equipment and Maintenance**

- A. Provider shall furnish, install, repair, and maintain all Equipment and software. Provider is responsible for any security devices or software it deems necessary to protect hardware, software, and data from unauthorized access or disclosure. Provider agrees to keep all Equipment in good order and operating condition. Provider will train Facility staff on how to install a replacement kiosk should it be deemed pertinent to continued performance of the system. Provider maintains a 24/7/365 customer service system. Equipment failures will be addressed within 24 hours. It is the goal of Provider to respond to other service requests within 2 hours of requests and resolve on a priority basis, which is outlined upon installation. All customer service requests are resolved or provided an agreed-upon action plan within 24 hours.



- B. Facility will provide:
 - Building AC power (typically 110 v AC)
 - CAT 5 network cabling from and to areas as specified by the Provider.
 - Dedicated, exclusive internet service.
- C. Provider agrees to train Facility staff in software and account reporting as needed. It is mutually agreed that within reason, Facility staff will learn and apply procedures that allow Provider's services to be effectively implemented and operated within the Facility.
- D. Provider agrees to assist the Facility with customized inmate account reports requested by the Facility for tracking, bookkeeping, auditing purposes, and related training.
- E. The Parties agree to cooperate and perform all tasks necessary and desirable in order to facilitate the services contemplated by this Agreement. To the extent there is any ambiguity as to the nature or scope of services to be provided by Provider under this Agreement, the Parties will cooperate in good faith to agree upon the precise nature and scope of such services and set forth such agreement in a writing, dated, signed by the authorized representatives, and made part of this Agreement. If the Parties are unable to reach such agreement within sixty (60) days, then Provider may elect either (a) to exercise its commercially reasonable efforts to provide the service as requested by the Facility or (b) to terminate the Agreement upon an additional ninety (90) days' written notice. Any such termination shall not relieve either Party from any payment obligations arising prior to the effective date of termination.

(e) **Tampering.** Facility agrees that it is responsible for physical security of all Equipment after delivery and installation, and shall immediately notify Provider of any evidence of tampering, damage, the presence of foreign physical devices, any other abuse, misuse or theft of the Equipment. The Facility shall not modify, alter, install or attach, or permit to be modified, altered, installed or attached, on or to the Equipment, or on or to any software, code or hardware provided therewith. If the Facility becomes aware that any Equipment or attendant software has been modified or tampered with, it shall immediately notify Provider, and Provider shall then immediately disable such Equipment until such time as it can be replaced or removed. Payment for such replacement or removal shall be in accordance with the terms set forth herein.

4. Changes in Features, Fees and/or Prices

(a) During the term of this Agreement, economic conditions may dictate that prices for commissary products be adjusted. Facility acknowledges this fact and consents to any such price adjustments. Provider will communicate all price adjustments to Facility verbally and in writing at least 15 days in advance of price adjustments taking effect. Provider agrees not to adjust commissary product prices more than three times annually.



(b) In addition to adjustment of commissary product prices, economic conditions may require Provider to adjust its fees under this Agreement. Provider will communicate all fee adjustments to Facility verbally and in writing at least 30 days in advance of fee adjustments taking effect. Provider agrees not to adjust fees more than once annually.

(c) Provider may provide “care packages” to inmates when they are booked in at the Facility at a price agreed upon by both Parties based on item requirements.

(d) Provider will offer the features designated in this Agreement for the full term of the Agreement, with one exception: In the event that a feature offered by Provider becomes the subject of a dispute or legal action, Provider has the right to stop providing such feature to the Facility. The Facility agrees that in such circumstance, Provider will not be considered in breach of the Agreement.

5. Compensation and Terms of Payment

The Facility’s authorized agent shall have the authority to review and approve invoices issued by the Provider. Payments to Provider shall be made within thirty (30) days after receipt of the invoices.

6. Condition of Payment

Should Provider’s provision of services under this Agreement be found to violate applicable federal, state, or local laws, the Facility may withhold payment until Provider is in compliance with such laws, **provided, however**, that Provider shall be entitled to terminate this Agreement upon delivery of written notice if the Facility withholds payment for more than sixty (60) days.

7. Authorized Agents

The Facility shall appoint an authorized agent for the purpose of administration of this Agreement. Authorized agents for the Provider are:

Dewey Wahlin -President
Phone: 651-261-7158
deweyw@tkc32m.com

Eric Bloms – IT Information
Phone: 715-636-0411
ericb@turnkeycorrections.com

TurnKey Corrections
3329 Casey Street
River Falls, WI 54022

8. County and State Audit



Pursuant to the laws of the State of Washington, the books, records, documents, and accounting procedures and practices of Provider relating to this Agreement shall be subject to examination by the County and the State Auditor. Complete and accurate records of the work performed pursuant to this Agreement shall be kept by Provider for a minimum of six (6) years following termination of this Agreement for such auditing purposes. The retention period shall be automatically extended during the course of any administrative or judicial action involving the Facility regarding matters to which the records are relevant. Such extension expires when the administrative or judicial action is completed or when the authorized agent of the Facility notifies Provider in writing that the records no longer be kept.

9. Indemnity

(a) Provider agrees to defend, indemnify, and hold the Facility, its employees and officials harmless from any third-party claims, demands, actions or causes of action, including reasonable attorneys' fees and expenses, resulting directly from the gross negligence and/or intentional wrongdoing on the part of Provider or its subcontractors, including any of their agents or employees, in the performance of the work and services to be performed or furnished by Provider under the terms of this Agreement.

(b) Facility agrees to defend, indemnify, and hold Provider, its affiliates and their respective employees, contractors, representatives and other agents harmless from any third-party claims, demands, actions or causes of action, including reasonable attorneys' fees and expenses, arising from or relating to (a) the work and services performed or furnished by Provider under the terms of this Agreement provided such provision of work and services comply with the terms of this Agreement, or (b) any breach of this Agreement by the Facility.

(c) The sole and exclusive remedy for each Party with respect to any and all third-party claims relating to a breach of this Agreement (other than claims of, or causes of action arising from, actual fraud) shall be pursuant to the indemnification provisions set forth in this Section 9. In furtherance of the foregoing, each Party hereby waives, to the fullest extent permitted under applicable law, any and all rights, claims and causes of action (other than claims of, or causes of action arising from, actual fraud) it may have against the other Party arising under or based upon any federal, state, local or foreign law.

i. **Inmate Complaints.** The Facility agrees to act as mediator between the Provider and inmates of the Facility for any issue or claims by inmates against Provider arising during the course of this Agreement. All such disputes shall be first subject to such mediation prior to the ability of any inmate to pursue any other remedy. The obligation to mediate shall be specifically enforceable under applicable law in any court having jurisdiction thereof. Specific as to any claim pertaining to the delivery of a defective product, such claim shall be solely satisfied through the provision of a non-defective product of the same or similar nature.



10. Insurance

(a) Provider shall not commence work under this Agreement until it has obtained, at its own cost and expense, all insurance required herein. All insurance coverage is subject to approval by the Facility and shall be maintained by Provider throughout the term of this Agreement.

i. Workers' Compensation

A. State: - Statutory

B. Employer's Liability with minimum limits of:

Bodily Injury by Accident: \$100,000 each Accident

Bodily Injury by Disease: \$100,000 each Employee

Bodily Injury by Disease: \$500,000 policy limit

C. Benefits required by union labor contracts: as applicable

ii. Commercial General Liability

Including Premises, Operations, Products, Completed Operations, Advertising and Personal Injury Liability, with the following minimum limits of liability:

\$2,000,000 Aggregate

\$1,000,000 Products & Completed Operations Aggregate

\$1,000,000 Personal Injury & Advertising Injury

\$1,000,000 Occurrence

\$ 100,000 Fire Damage Limit

\$ 10,000 Medical Expense

iii. Commercial Auto Liability

Minimum limits of liability shall be:

If split limits: \$ _____

\$ _____

If combined single limit: \$1,000,000 per occurrence

iv. Proof of Insurance

Insurance certificates evidencing the above insurance in the amounts required shall be submitted to the Facility upon the execution of this Agreement. The insurance certificate shall name the Facility as an additional insured and specifically provide that the certificate shall not be modified, canceled or non-renewed except upon thirty (30) days' prior written notice to the Facility. Facility's failure to require or insist upon the certificates or other evidence of insurance does not affect Provider's responsibility to comply with the insurance requirements.

11. Subcontracts

Provider shall not subcontract any portion of the work to be performed under this Agreement without the prior written approval of the authorized agent of the Facility. Provider shall ensure and require that any subcontractor agrees to and complies with the terms of this Agreement. Any subcontractor of Provider used to perform any portion of



this Agreement shall report to and bill Provider directly. Provider shall be solely responsible for the breach, performance, or nonperformance of any subcontractor.

12. Force Majeure

The Facility and Provider agree that Provider shall not be liable for any delay or inability to perform this Agreement directly or indirectly caused by or resulting from strikes, labor troubles, accidents, fire, flood, breakdowns, war, riot, civil commotion, lack of material, delays of transportation, acts of God, or other causes beyond reasonable control of Provider.

13. Data Practices

Provider, its agents, employees and any subcontractors of Provider providing services under this Agreement agree to abide by the laws and regulations of State of Washington regarding data privacy. Provider understands that it must comply with these provisions to the extent of applicable law. Provider agrees to indemnify and hold the Facility, its officers, and employees harmless from any claims resulting from Provider's unlawful disclosure of data protected under such state laws.

14. Access to Premises

The Facility shall arrange access to work sites for Provider as necessary for the purpose of performing the work described in this Agreement. Provider agrees and understands only persons authorized by the Facility may have access to the Facility, and Provider shall provide, at its expense, such verification as is necessary to allow the Facility to approve such persons that Provider desires to have access to the Facility.

15. Independent Contractor Relationship

It is agreed that nothing contained in this Agreement is intended to or should be construed as creating the relationship of a partnership, a joint venture, or an association between the Facility and Provider. Provider is an independent contractor to the Facility and neither it nor its employees, agents, subcontractors, or representatives, shall be considered employees, agents, or representatives of the Facility. Except as otherwise provided herein, Provider shall maintain, in all respects, its present control over the means and personnel by which this Agreement is performed. The Facility shall not deduct from the amounts due to Provider any federal income tax, FICA payments, state income tax, or any other amounts associated with an employer/employee relationship unless otherwise required by law. Payment of federal income tax, FICA payments, state income tax, unemployment compensation taxes, and other payroll deductions and taxes are the sole responsibility of Provider.

16. Immigration Status Verification

In accordance with Federal and local laws, Provider warrants that it has registered with and uses a federal immigration verification system to determine the work eligibility status of new employees physically performing services at the Facility.



17. Notices

Any notices provided under this Agreement shall be given by enclosing same in a sealed envelope, postage prepaid, via certified mail, and depositing the same in the United States Postal Service, addressed to one of the authorized agents of Provider at its address stated herein or to the authorized agent of the Facility, as applicable.

18. Dispute Resolution and Governing Law

This Agreement, the validity, construction and enforcement hereof, shall be governed by and construed in accordance with the laws of the State of Wisconsin without regard to any conflicts of law rules that would result in the application of the law of any other jurisdiction. The Parties agree that any matter not able to be resolved through the dispute resolution mechanism set forth below shall be resolved exclusively according to Wisconsin law, but in the state district court of Skamania County, Washington, and the Parties each agree to submit to personal jurisdiction therein.

(a) The Parties hereto agree that they shall first attempt to resolve any disputes arising hereunder through communication by and between the respective teams at each Party responsible for the obligations hereunder of each Party to the other. Should such communications fail, and in the absence of governmental regulations to the contrary, the Parties hereto agree to resolve disputes through the use of binding arbitration. The Parties agree to the use of the American Arbitration Association, and to its rules then in force at the time the dispute arises. Venue for the arbitration shall be in a forum convenient to the Facility, and the panel for the arbitration shall consist of three (3) members. Each Party hereto shall select one (1) member of the panel, and the two (2) Party selected panel members shall select the third (3rd) member of the panel. The decision of the arbitrators need not be unanimous, but it shall be binding. Among the determinations to be made by the arbitrators is the division or allocation of the fees and costs incurred by each Party, both as and for attorneys' fees and costs, and as and for the costs and fees of the panelists. The decision of the arbitration panel shall be final and shall be entered into a court of competent jurisdiction, and shall be a binding obligation of the Parties hereto.

19. Notice and Termination

Should a Party assert that the other Party has failed to comply with an obligation contained in this Agreement, the complaining Party shall provide notice in writing to the breaching Party. Such notice shall describe the specific breach and provide a reasonable plan of corrective action to cure the alleged breach. If the Parties do not agree upon and implement a mutually-acceptable cure of the alleged breach within sixty (60) days, then either Party may terminate the Agreement upon an additional ninety (90) days' written notice. Any such termination shall not relieve either Party from any payment obligations arising prior to the effective date of termination.

20. Successors and Assigns



This Agreement shall be binding upon, and shall inure to the benefit of, the Parties and each of their successors, assigns, and legal representatives, and affiliates. Provider reserves the right to assign, sublet, or transfer any interest in this Agreement without the prior written consent of the Facility.

21. Limitation of Liability

IN NO EVENT SHALL PROVIDER BE LIABLE TO THE FACILITY, REGARDLESS OF THE BASIS OR GROUND OF LIABILITY, FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER FORESEEABLE OR NOT, EVEN IF THE FACILITY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE SERVICES TO BE PROVIDED HEREUNDER. SHOULD PROVIDER BE LIABLE UNDER THIS AGREEMENT FOR ANY LIABILITY THAT IS NOT EXCLUDED UNDER THE PRECEDING SENTENCE, OR IF SUCH EXCLUSION OF LIABILITY IS NOT VALID OR ENFORCEABLE UNDER APPLICABLE LAW, SUCH LIABILITY OF PROVIDER SHALL, IN THE AGGREGATE, NOT EXCEED THE AGGREGATE AMOUNT OF THE PRICE PAID TO AND RECEIVED BY PROVIDER UNDER THIS AGREEMENT DURING THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

22. Equal Employment and Americans with Disabilities

In connection with the provision of services contemplated under this Agreement, Provider agrees to comply with the applicable provisions of state and Federal equal employment opportunity and nondiscrimination statutes and regulations.

23. Changes

The Parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, signed by the authorized representatives, and made part of this Agreement.

24. Severability

In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall be valid and binding upon the Parties unless such invalidity would cause the Agreement to fail its purpose. The waiver by any Party of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any Party, nor shall any waiver operate or be construed as a rescission of this Agreement.

25. Government Immunity

The terms of this Agreement do not remove constitutional or statutory governmental immunity.



IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed intending to be bound thereby.

SKAMANIA COUNTY

TURNKEY CORRECTIONS

By: _____
SKAMANIA COUNTY

By: _____
TIM WESTBY, CFO

Date _____, 20__

Date _____, 20__

Approved as to form:

SKAMAINA COUNTY ATTORNEY

Date _____, 20__



EXECUTION INSTRUCTIONS:

1. Please and sign the last page.
2. Please scan and send to: Dewey Wahlin, at DeweyW@TurnKeyCorrections.com
And a copy to Bill Daehler at BillD@turnkeycorrections.com
3. We will return a signed signature page with our CFO's signature for your records.

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	<u>Human Resources</u>	
	Department	Signature
<u>AGENDA DATE</u>	10/20/2020	
<u>SUBJECT</u>	2019-2021 Manager's Union Contract amendment	
<u>ACTION REQUESTED</u>	Adopt the 2019-2021 Manager's Union Contract amendment	

SUMMARY/BACKGROUND

Due to the COVID impact and uncertainty of county revenues, the County asked the Manager's unit to forego negotiations for a Cost Of Living Adjustment for 2021. The union has agreed if the county will review the cost of living in July 2020 and that if any other bargaining unit or non bargaining unit receives a Cost of Living Wage Adjustment the same will be afforded to the Manager's Union membership.

FISCAL IMPACT

No impact

RECOMMENDATION

Approve the Manager's Bargaining Unit 2019-2021 contract amendment.

LIST ATTACHMENTS

2 original contract amendments

REFERENCE

None



Office & Professional Employees International Union, Local 11, AFL-CIO
3815 Columbia Street Vancouver, WA 98660
Vancouver Line: 360-719-1766
General Email: opeiu11@opeiu11.org

Phone: 503-257-6691
Toll Free: 800-547-8902

October 05, 2020

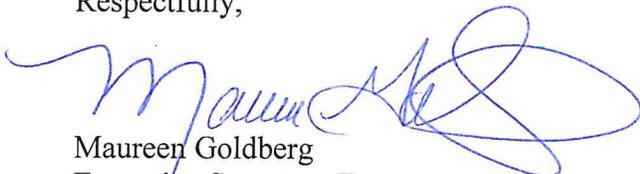
Skamania County Washington
Human Resources Department
c/o Debi Van Camp
PO Box 790
Stevenson, WA 98648

Dear Ms. Van Camp,

Enclosed please find two (2) originals of the Memorandum of Understanding between the Skamania County, Washington Managers bargaining unit and the Office & Professional Employees International Union, Local 11.

Please review and have all documents signed where indicated, retain one (1) original for your records, and return one (1) fully executed original to OPEIU Local 11. An addressed envelope is included for your convenience. You may reach out to me at the Union office with any questions or concerns. Thank you for your assistance in this matter.

Respectfully,



Maureen Goldberg
Executive Secretary-Treasurer

MG/cw
opeiu11/afl-cio

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SKAMANIA COUNTY WASHINGTON – MANAGER’S BARGAINING UNIT
AND THE
OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 11**

This Memorandum of Understanding is entered into between Skamania County, Washington – Manager’s Bargaining Unit and the Office & Professional Employees International Union, Local 11 with the intent to allow proper communication between the parties listed above and in accordance with Article 5/Rates of Pay within the Collective Bargaining Agreement.

The County communicated that the current pandemic has led to a significant economic downturn and that they are trying to assess the current state of their budget; and trying to forecast the fiscal strength of Skamania County. Their goal over the next twelve (12) to eighteen (18) months is to maintain the County’s essential services to the community and maintain the workforce that serve the County and that due to a lack of good forecasting information, there is a revenue shortage and an uncertain future in maintaining current staffing levels.

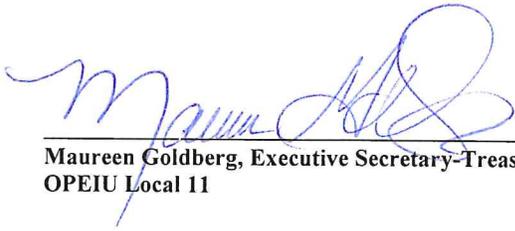
It is mutually agreed by the parties that to avoid furloughs/layoffs of bargaining unit employees that members of the Union shall forgo a wage increase per Article 5.1.3 within the Collective Bargaining Agreement for the 2021 calendar year; and that the Employer agrees to have a mid-year review in July of the 2021 calendar year for consideration on a wage increase for bargaining unit employees.

Be it further agreed that the County agrees to a non-precedent setting “me too” clause; in that in the event any other bargaining unit or non-bargaining unit employee receives a general cost of living increase, lump sum amount or additional vacation; the same shall be provided to all bargaining unit employees as well.

This Memorandum of Understanding shall be pursuant to the terms of Article 14 Grievance Procedure should there be any dispute regarding the interpretation and/or application.

Agreed on this ____ day of October 2020

Robert Hamlin, Chair
Skamania County, Washington



Maureen Goldberg, Executive Secretary-Treasurer
OPEIU Local 11

Tom Lannen, Commissioner
Skamania County, Washington

Clay Moser, Steward
OPEIU Local 11

Richard Mahar, Commissioner
Skamania County, Washington

Toni Farris, Steward
OPEIU Local 11