

**SKAMANIA COUNTY BOARD OF COMMISSIONERS**  
**Skamania County Courthouse**  
**240 NW Vancouver Ave. Lower Level, Room 18**  
**Stevenson, WA 98648**  
**Agenda for July 14, 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

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- 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](mailto:slack@co.skamania.wa.us)

**Tuesday, July 14, 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. Minutes for meeting of June 16, 2020
2. Resolution 2020-25, Establishing ER & R Sub Fund 5010.400 for responding to COVID-19
3. Social Media Policy
4. Contract with Skamania County Public Works for Exhibit Hall project, utilizing lodging tax funds
5. Contract with Columbia Gorge Land Trust for noxious weed control at Turtle Haven property
6. Agreement with Goodwill of the Olympics and Rainer Regions for Skamania Community Service Employment Program

Voucher Approval  
Meeting Updates

10:00 AM            Department Head reports

11:00 AM            Workshop with Financial Management Administrator, Elected Officials and Department Heads to discuss FEMA and CARES funding

Lunch

1:30 PM            Board of Health Meeting

**(Continued Next Page)**

**SKAMANIA COUNTY BOARD OF COMMISSIONERS**

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**Agenda for July 14, 2020**

**Continued**

2:30 PM Workshop to discuss Title III funding awards for 2020/2021

3:00 PM Workshop with the Planning Department to discuss short term vacation rentals

5:30 PM Public Hearing to take public comment and consider approval of Resolution 2020-22, Supplemental Budget #2 to the 2020 Budget

Public Hearing to take public comment and consider approval of Ordinance 2020-05, An Ordinance Amending Skamania County Code Title 3 – Revenue and Finance, to include new Chapter 3.30 – Sales and Use Tax – Affordable and Supportive Housing

Adjourn

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

**Minutes for Meeting of June 16, 2020**

The Commissioners business meeting was called to order at 9:30 a.m. on June 16, 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 Slack, Clerk of the Board/FMC.

There was no public comment.

The Board acknowledged receipt of a written comment submitted by Mary Repar, County resident regarding COVID-19 testing and the reopening of Skamania County.

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

1. Minutes of meeting for June 9, 2020
2. Liquor License application for added privilege for Carson General Store
3. Modification #5 for Stewardship Agreement with USDA Forest Service for noxious weed control in the Gifford Pinchot National Forest and in the National Scenic Area
4. Contract with National Institute for Jail Operations

Discussion of the consent agenda included the Board discussing if the National Institute for Jail Operations contract was for required training. The motion carried unanimously.

Commissioner Mahar moved, seconded by Commissioner Lannen and the motion carried unanimously to approve vouchers in the amount of \$73,421.17 with \$26,997.77 being Current Expense, covering warrants numbers 177152 through 177207.

Commissioner Lannen moved, seconded by Commissioner Mahar and the motion carried unanimously to approve a new job description for a Real Estate Excise/Tax Revenue Deputy in the Treasurer's Office.

The Board reported on meetings they attended. Commissioner Mahar reported on taking a tour of the Skamania Lodge with Ken Daugherty, Manager. He also reported that the Fair Board postponed Gorge Grass festival, but the Fair is still being planned. He also was in attendance for calls with Representative Gina Mosbrucker regarding COVID-19, Washington State Association of Counties regarding COVID-19 and updates from Governor Jay Inslee regarding COVID-19. Commissioner Lannen was also in attendance to tour the Skamania Lodge. He also reported on a Fire Preparedness ZOOM meeting, a meeting call with the Department of Natural Resources Undersecretary, Vickie Christensen, Forest Service Chief, and other County and Forest Service representatives. Commissioner Hamlin attended a call with Representative Mosbrucker, a Forest Service recreation call, and a call with Steven Dunkin of the Department of Commerce. He reported on meeting with Staff to discuss hiring for Human Resources and Commissioners office. He also spoke with community partners regarding CARES funding. The Board also discussed Gorge Commission interviews, Risk Pool costs, health care costs and funding from sale of surplus property to be used for land acquisition. Commissioner Hamlin also reported on talking to Bob Wittenberg of the Underwood Parks and Recreation District about remodeling of the Community Center kitchen, solar panels and COVID -19.

The Board met for Department Head reports.

- Kirby Richards with Community Health brought the Board up to date on COVID-19 testing, including that 733 test kits are available, 156 tests out of 159 tests were negative and 3 tests pending. She also reported that there is not test rationing at Community Health at this point and the turnaround time for testing takes an average of 4 days for results. She also reported on Phase 3 conditions, and asked that people wear masks, wash hands and avoid congregate groups.
- Tim Elsea, Public Works Director/County Engineer reported on COVID-10 signs to be laminated for offices, cloth masks to be supplied for offices, and KN95 masks for vehicles. He also said plexiglass for sneeze shields will be delivered by July 24<sup>th</sup>. Tim also reported on the Home Valley restrooms project. There was a roof leak that got some of the new work to get wet. Buildings and Grounds will work on that after the contractor is finished. He also reported on the new panic system and delivered RFP to several departments and the Sheriff's office for review. He reported on Information Technology COVID-19 preparations. He asked the Board if the play structure at Hegewald Center could re-open with signage regarding social distancing and no sanitization. The Board agreed to open the play structure. He also reported Salmon Falls and Drano Lake toilets will be open this week.

The meeting recessed at 10:15 a.m. and reconvened at 11:00 a.m. with Commissioners Richard Mahar, Tom Lannen and Robert Hamlin, Chair present.

The Board met in a workshop to discuss policies and procedures regarding re-opening County facilities to the public. A draft policy was sent to departments for comment. A Phase 3 Safe Start Plan Template was discussed. It was discussed that each Elected Official and each Department should create their own plan for re-opening. Guidelines versus policy was discussed, as well as Labor and Industries requirements.

The meeting recessed at 11:28 a.m. and reconvened at 1:30 p.m. with Commissioners Richard Mahar, Tom Lannen and Robert Hamlin, Chair present.

The Board meet for Title III application presentations. Pat Bond, Undersheriff presented the Search and Rescue project application. The request is for \$69,503. Ann Lueders, Skamania County EMS Superintendent presented an application for Skamania County EMS and Rescue in the amount of \$45,882. Dan Richardson, of Underwood Conservation District presented a project application for the Firewise Program in the amount of \$32,264.04. Shawn Ford of North Country EMS presented an application for North Country EMS in the amount of \$82,820.

The meeting recessed at 2:13 p.m. and reconvened the same day at 3:00 p.m. with Commissioners Richard Mahar, Tom Lannen and Robert Hamlin, Chair present.

The Board met in a Financial Management workshop to discuss CARES and FEMA funding. The meeting adjourned at 11:43 a.m. Heidi Penner, Financial Management Administrator reported that the County can contract with the EDC to pass CARES funding along to businesses. That process was discussed, as well as payroll tracking, VPN, CARES funding for FEMA match, and possible contractor for IT work. Requests for funding from the Port, EDC, and PUD were discussed. The Board decided to have a workshop to discuss the CARES/FEMA funding every Tuesday for one month.

The meeting recessed at 4:24 p.m. and reconvened the same day at 4:50 p.m. with Commissioners Richard Mahar, Tom Lannen and Robert Hamlin, Chair present.

The Board met in an Executive Session pursuant to RCW 42.30.110(1)(i), litigation with Adam Kick, Prosecutor and Tim Elsea, Public Works Director for 30 minutes. At 5:20 p.m. the Chair announced they would need 10 more minutes. AT 5:30 p.m. the Chair announced they would need 5 more minutes. The session ended at 5:35 p.m.

The meeting recessed at 5:41 p.m. and reconvened on Thursday, June 18, 2020 with Commissioners Richard Mahar, Tom Lannen and Robert Hamlin, Chair present.

The Board met for the purpose of holding interviews for a vacancy on the Gorge Commission representing Skamania County. Three interviews were scheduled, but one candidate dropped out. The Board interviewed Louise Johnston. The Board asked questions of the candidate concerning renewable energy, climate change, sustainable harvest, community engagement, land acquisition by the Forest Service, and her interest in serving on the Commission.

The meeting recessed at 9:59 a.m. and reconvened the same day at 10:17 a.m. with Commissioners Richard Mahar, Tom Lannen and Robert Hamlin, Chair present.

The Board held an interview with Tamara Kaufman for a vacant position on the Gorge Commission representing Skamania County. The Board asked her interest in serving on the Commission, community engagement, rural commercial properties, renewable energy, GMA stream buffer, economic development, housing, and time commitment are serving on the Commission.

The Board met in an Executive Session pursuant to RCW 42.30.110(1)(h), qualifications of an applicant/candidate for appointment to an elective office for 20 minutes. The session started at 10:51 a.m. and ended at 11:13 p.m.

Commissioner Mahar moved, seconded by Commissioner Lannen to appoint Tamara Kaufman to the vacant position on the Gorge Commission representing Skamania County. Discussion included the candidate being well qualified, and willing to engage. The motion carried unanimously.

The meeting recessed at 11:12 a.m. and reconvened the same day at 11:58 a.m. with Commissioners Richard Mahar, Tom Lannen and Robert Hamlin, Chair present.

Commissioner Lannen moved, seconded by Commissioner Mahar and the motion carried unanimously to approve a letter to Congresswoman Jaime Herrera Beutler in support of adding a new bicycle/pedestrian pathway to the Bridge of the Gods.

The meeting adjourned at 11:57 a.m.

**ATTEST:**

**BOARD OF COMMISSIONERS  
SKAMANIA COUNTY, WASHINGTON**

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

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

**Clerk of the Board**

**Commissioner**

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

**COMMISSIONER'S AGENDA ITEM COMMENTARY**

<b><u>SUBMITTED BY</u></b>	Public Works Department	 Signature
<b><u>AGENDA DATE</u></b>	July 14, 2020	
<b><u>SUBJECT</u></b>	Creation of ER&R Sub-Fund 5010.400 for responding to COVID-19	
<b><u>ACTION REQUESTED</u></b>	Authorize creation of Sub-Fund 5010.400	

**SUMMARY/BACKGROUND**

Creation of this Sub-Fund will ensure all revenues collected for responding to the COVID-19 pandemic can be kept separate from other County Funds.

**FISCAL IMPACT**

Unknown

**RECOMMENDATION**

Authorize the creation of Sub-Fund 5010.400.

**LIST ATTACHMENTS**

Resolution

**RESOLUTION 2020-25**

**(A Resolution Establishing ER&R Sub Fund 5010.400 for responding to COVID-19)**

**WHEREAS**, the Board of County Commissioners, meeting in regular session, and having before it the request to consider creating a sub fund for the purpose of keeping revenues and expenses for responding to the COVID-19 pandemic separate; and

**WHEREAS**, creating this new sub fund assures that all revenues received and expenses necessary to respond are separated from other County Funds; and

**WHEREAS**, COVID-19 revenues and expenses will be tracked by departments and divisions within the sub fund.

**NOW, THEREFORE, BE IT RESOLVED** that the Skamania County Board of Commissioners hereby establishes sub fund 5010.400

**NOW THEREFORE BE IT FURTHER RESOLVED**, the County Treasurer will transfer \$50,000 from the Current Expense fund to create Sub fund 5010.400.

**PASSED IN REGULAR SESSION this 14th<sup>nd</sup> day of July 2020.**

**BOARD OF COMMISSIONERS  
SKAMANIA COUNTY, WASHINGTON**

\_\_\_\_\_  
**Chair**

**ATTEST:**

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

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

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

**APPROVED AS TO FORM ONLY:**

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

For \_\_\_\_\_  
Against \_\_\_\_\_  
Abstain \_\_\_\_\_  
Absent \_\_\_\_\_

COMMISSIONER'S AGENDA ITEM COMMENTARY

<b><u>SUBMITTED BY</u></b>	Auditor	
	Department	Signature
<b><u>AGENDA DATE</u></b>	07/14/2020	
<b><u>SUBJECT</u></b>	Social Media Policy	
<b><u>ACTION REQUESTED</u></b>	Approve Policy	

**SUMMARY/BACKGROUND**

Our Elections department would like to start a Facebook page to help get elections information to the public but the County doesn't have a Social Media policy at this time. We would like to have one in place before we start the page and have requested input from IT, the Prosecutors Office, HR, and have used MRSC resources to put this together.

**FISCAL IMPACT**

No fiscal impact.

**RECOMMENDATION**

We recommend that the BOCC and staff review the policy and that they agree that it will work for the counties needs and approve it.

**LIST ATTACHMENTS**

Skamania County Social Media Policy



## SKAMANIA COUNTY

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

## SKAMANIA COUNTY SOCIAL MEDIA POLICY

### PURPOSE

This policy is to provide guidelines and define individual and departmental responsibilities for the use of social media, such as Facebook and Twitter.

The purpose of social media is to inform as many citizens of the Counties business in an effective and efficient manner. This will build a stronger community, by providing citizens a better understanding of their government.

### DEFINITIONS

**Blog:** A self-published diary or commentary on a topic that may allow visitors to post responses, redactions, or comments.

**Content:** Any text, metadata, QR codes, digital recordings, videos, graphics, photos, and links on approved sites.

**Employee:** Elected officials and personnel appointed to a position (regular, temporary, or volunteer) of service with Skamania County.

**Employer:** Skamania County

**Page:** The specific portion of social media where content is displayed and managed by an individual or individuals with administrator rights.

**Post:** Content that an individual shares on a social media site or the act of publishing content on a site.

**Profile:** Information that a user provides about the department or himself/herself on a social networking site.

**Public Record:** Any writing containing information relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained by any state or local agency regardless of physical form or characteristics (RCW 42.56.010(3)).

**Social Media Coordinator:** The departments assigned employee who has been designated to oversee the departments social media program.

**Social Media Representative:** The departments employee who has been trained in the Social Media Policy and who has been designated to establish and/or maintain a social media account on behalf of their department.

**Social Media / Web 2.0:** Internet-based technology communication tools with a focus on immediacy, interactivity, user participation and information sharing. Examples include but are not limited to forums; weblogs; wikis; social networking, communication, and bookmarking sites; podcasts; photo or video sharing sites; and real-time web communication sites/systems.

## RESPONSIBILITIES

It is the responsibility of the Social Media Coordinator to train the Social Media Representatives, determine the content provided on the social media sites is subject to records retention requirements, assign and maintain a list of logins and passwords, and to oversee the Department's social media program generally in order to ensure the Department's social media activities adhere to the guidelines set forth herein.

It is the responsibility of Social Media Representatives to read and adhere to relevant policies, to maintain archival data, maintain current accurate information via Department social media platforms, and to ensure that the Department is being appropriately represented.

It is the responsibility of the Department Head/Elected to enforce this policy, to ensure that relevant Department standards are met, and to ensure that the use of social media platforms meets the Department's business needs. It is the responsibility of the Department Head/Elected to review and make decisions regarding the approval and distribution of information on social media platforms.

## POLICY AND PROCEDURE

Social media platforms must comply with applicable Federal, State, and County laws, regulations and policies. This includes adherence to established laws and policies regarding copyright, public records, records retention, First Amendment rights, privacy and security laws, and conduct policies established by the Department.

The best, most appropriate uses of social media platforms for the Department fall into two general categories: as channels for disseminating time-sensitive information as quickly as possible (i.e., emergency information); and as marketing or promotional channels which increase the Department's ability to deliver its messages to the widest possible audience.

### Designation of Social Media Coordinator and Social Media Representatives

Electeds/Department Heads should designate a Social Media Coordinator for the Department. As such, he/she is responsible for coordinating the activities of Social Media and overseeing the departments social media program.

### Request for Creation of Social Media Site

All requests for official Department social media sites are subject to review and approval by the Elected that oversees the department. To request a new social media site, the Social Media Representative must submit a request to the Elected.

### Access, Usernames, and Passwords

Requests for social media sites or account changes (including, but not limited to adding or removing a social media site, creating new user accounts, and changing permissions) must be submitted to the Department Head/Elected.

- a. Each social media user account will be set up in conjunction with an official Department e-mail account for the purposes of privacy, security, and records retention.
- b. The Social Media Coordinator will maintain a list of all Department social media sites, logins, and passwords. As needed, she/he may create administrative user accounts to enable the Department to change account settings and to immediately add, edit, or remove content from social media sites.

#### Site Maintenance, Format and Content

##### *Official Website -*

The Department's official website ([www.skamaniacounty.org/Department](http://www.skamaniacounty.org/Department)) will remain the Department's primary and predominant internet presence.

##### *Language -*

Content provided by the Department on social media sites should avoid the use of abbreviations, jargon, acronyms, or slang iterations. Although social media sites are often more casual than other communication tools, they still represent the Department and should maintain a professional image.

##### *Site Standards & Templates -*

For consistency and ease of use, the Department's social media sites will use approved names, official titles, and the official Department logo in the header/main page whenever possible.

##### *Equal Access -*

Social Media sites requiring membership or subscription to view content should be avoided. Security settings should be as open as possible to allow the public to view content without requiring membership or login. When posting information on a social media site that requires membership or subscription, the Department will provide an alternate source for the information so those who are not members may have equal access.

##### *Updates and Maintenance -*

A social media platform, like any communication resource, must be updated regularly to ensure the information provided is current, accurate, and useful. Social Media Representatives are responsible for maintaining social media sites by viewing and updating them as necessary and appropriate. As a general rule, social media site content should be updated at least once per week.

##### *Commenting and Discussions -*

Commenting and/or discussion boards are prohibited, unless approved by the Department.

*Disclaimers -*

Users of the Department's social media sites shall be notified that the intended purpose of the site is to serve as a mechanism for communication between departments and members of the public.

- a. All social media sites must include a general disclaimer regarding public records and external links

Appropriate Use

All Department presence on social media platforms are considered an extension of the Department's Policies.

Employees representing the Department via social media platforms must always conduct themselves as representatives of the Department. Employees who fail to conduct themselves in an appropriate manner are subject to disciplinary procedures outlined in applicable Skamania County Personnel Policy.

- a. When posting information on the Department's social media site, the Social Media Representative must address issues only within the scope of their specific authorization.
- b. All content posted by the Social Media Representative on the Department's social media sites should be true and not misleading. In the event inaccurate information is posted on the Department's social media sites it should be removed as soon as discovered and a public correction should be made.
- c. If employees exchange information on the Department's social media site but are not authorized to speak on behalf of the Department, they must clarify that they are presenting information on their own behalf and that they do not represent the position of the Department.

Public Records Act Compliance

Any public records created using social media platforms are subject to State and Local public records laws and records retention requirements.

Each Department-sponsored social media site must clearly indicate that any articles or other content posted or submitted for posting are subject to public disclosure laws.

An original record is created when unique information related to Department businesses is posted on social media sites, which are not provided via the Department's official website or in another format, and are, therefore, subject to the Public Records Act and records retention requirements. Examples of original records that may be created through use of social media sites include, but are not limited to:

- a. Account information (usernames, passwords, etc.);
- b. Listings of social media site 'friends,' 'followers,' 'fans,' etc.;
- c. Information posted to social media sites that was not first provided via the Department's official website, press release, or other format.

All social media content with public records value must be maintained for the minimum required retention period in an easily accessible format that preserves the integrity of the original record to the extent possible. The Social Media Representative should refer to the most recent versions of the Washington State approved Records Retention Schedules for applicable records retention requirements.

In general, most of the content provided by the Department on social media sites must be retained for six years. Various methods may be employed to retain public records created on social media sites. Options include:

- a. Archiving Software/Service: The Department may use software or service designed to capture content from social media sites for retention and retrieval;
- b. E-mail: Updates, comments and account change notifications are sent to a Department email account created for this purpose and retained as described in this section;
- c. Website Capture: Web capture tools may be used to capture snapshots of Department's social media sites in their native format, such as the Washington State Digital Archives website capturing program; or
- d. PDF Format: Staff may convert social media pages to PDF format, and the PDF files saved for retention purposes. This option retains the content and formatting (look and feel) of the original web page.

### Privacy and Security

Employees should not include personally identifiable information about themselves or others, such as Social Security Numbers, personal phone numbers, personal email addresses, or home address via official Department social media sites. As a security measure, Social Media Representatives shall not use the same password used in their personal accounts as the Department's password.

Employees may not post any content involving or related to any of the following:

- a. Items that are involved in litigation or that knowingly could be involved in future litigation;
- b. Violates copyright license agreements;

- c. Promotes or advertises any political campaign or ballot measure;
- d. Can be used for or to promote any illegal activity;
- e. Promotes or solicits for an outside organization or group unless authorized by the Department;
- f. Defamatory, libelous, combative, offensive, disparaging, demeaning, or threatening materials related to any person or group; or
- g. Personal, private, sensitive or confidential information of any kind.

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 \_\_\_\_\_



## COMMISSIONER'S AGENDA ITEM COMMENTARY

<b><u>SUBMITTED BY</u></b>	Community Events	
	Department	Signature
<b><u>AGENDA DATE</u></b>	07/14/20	
<b><u>SUBJECT</u></b>	2020 Lodging Tax Contracts – Exhibit Hall Project Amendment	
<b><u>ACTION REQUESTED</u></b>	Sign the amended contract	

### **SUMMARY/BACKGROUND**

The Skamania County Community Events and Recreation department has requested \$15,000 on behalf of Skamania County in Lodging Tax money to help with the Exhibit Hall re-roofing project. Public Works will be the owner of the award and use it for operations involved in the project. Some unanticipated work was required to fix the building pushing the budget \$5,159 over. The additional funds were requested and brought to the Skamania County Lodging Tax Advisory Committee. They reviewed the request and voted in favor of funding the request.

### **FISCAL IMPACT**

\$20,159 in Lodging Tax

### **RECOMMENDATION**

The Skamania County Board of Commissioners furthers the process by signing the contract.

### **LIST ATTACHMENTS**

Facesheet  
Contract

**SKAMANIA COUNTY - PROFESSIONAL SERVICE CONTRACT BETWEEN  
SKAMANIA COUNTY  
AND SKAMANIA COUNTY PUBLIC WORKS**

**(2020)**

**THIS CONTRACT**, by and between **SKAMANIA COUNTY**, a municipal corporation, hereinafter referred to as the "**COUNTY**", and **SKAMANIA COUNTY PUBLIC WORKS** hereinafter referred to as the "**CONTRACTOR**",

**WITNESSETH THAT:**

1. **AUTHORITY TO CONTRACT.**

A. The **CONTRACTOR** covenants that the person whose signature appears as the representative of the **CONTRACTOR** on the signature page of this contract is the **CONTRACTOR'S** contracting officer and is authorized to sign on behalf of the **CONTRACTOR** and, in addition, to bind the **CONTRACTOR** in any subsequent dealings with regard to this contract, such as modifications, amendments, or change orders.

B. The **CONTRACTOR** covenants that all licenses, tax I.D. Nos., bonds, industrial insurance accounts, or other matters required of the **CONTRACTOR** by federal, state or local governments in order to enable the **CONTRACTOR** to do the business contemplated by this agreement, have been acquired by the **CONTRACTOR** and are in full force and effect.

C. The **COUNTY** represents that the services contracted for herein have been, or will be, appropriately budgeted for and that the **COUNTY** has the authority to contract for such services; that the contracting officer for the **COUNTY** is **TIM ELSEA**; provided that changes that require a change in the amount of the contract price, shall require the approval of the Skamania County Board of Commissioners.

2. **INDEPENDENT CONTRACTOR STATUS.**

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

B. The **CONTRACTOR** represents that it is capable of providing the services contracted for herein; that it is the usual business of the **CONTRACTOR** to provide such services.

3. **SERVICES TO BE RENDERED.**

A. The work to be performed by the **CONTRACTOR** consists of those services that are fully described in the contract documents marked Attachment A and B, consisting of a total of **two (2)** pages which has been attached hereto, and by this reference incorporated herein.

B. Amendments, modifications, or change orders to this contract must be in writing and signed by the parties designated in this contract to be the contracting officers; provided that, change orders affecting the total contract price must be signed by the Board of Commissioners for the **COUNTY**.

4. **TERMS OF CONTRACT**

The contract shall begin on **JANUARY 1, 2020** and terminate on **DECEMBER 31, 2020** PROVIDED that, in the event this contract is a personal services contract, not exempt under Chapter 39.29 of the Revised Code of Washington, this contract shall not be effective until the requirements of said statute have been met. The County may terminate this contract earlier upon five (5) days written notice.

5. ~~**PERFORMANCE AND PAYMENT BONDS (If Applicable)**~~

~~Per RCW 39.08.010, the Contractor shall provide a non-corporate surety bond for performance and payment guarantee in the full amount of the contract or in lieu of the bond, the County, at the request of the contractor, may retain fifty percent of the contract amount for a period of thirty days after the date of final acceptance, or until receipt of all necessary releases from the department of revenue and the department of labor and industries and settlement of any liens filed under chapter 60.28 RCW, whichever is later and applicable. Said bonds shall be delivered to the County business office prior to the commencement of work and not later than fifteen (15) calendar days after notification of award of bid.~~

6. **PAYMENTS FOR SERVICES.**

A. The consideration for the services to be performed by the **CONTRACTOR** shall not exceed **\$20,159**, including Washington sales tax, and shall be paid as outlined below or in Attachment B, consisting of **one (1)** pages.

B. Payment on the account of the contracted services shall be made not more than monthly, based on submission by the **CONTRACTOR** to the **COUNTY'S** contracting officer of reports and invoices describing the services performed in sufficient detail to enable the **COUNTY'S** contracting officer to adequately determine the services for which payment is sought. Payment is due within thirty (30) days of submission of accepted detailed invoice.

C. The **CONTRACTOR** agrees that funds received from the **COUNTY** can be expended for only public purposes and the **CONTRACTOR** will keep identifiable financial and performance books and records of all funds received pursuant to this contract from the **COUNTY** detailing the receipts and expenditures of such funds; that these detailed accounting records shall be made available at all reasonable times to any county, state, or federal auditor, whose duties include auditing these funds.

7. **INSURANCE**

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

8. **INDEMNIFICATION**

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

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

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

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

9. **GOVERNING LAW.**

The parties agree that this contract shall be governed by the laws of the State of Washington

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

10. **ASSIGNABILITY.**

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

11. **EQUAL EMPLOYMENT OPPORTUNITY.**

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

B. The **CONTRACTOR** shall not, on the grounds of race, color, sex, religion, national origin, creed, age or disability:

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

12. **NONCOMPLIANCE WITH NONDISCRIMINATION PLAN**

In the event of the **CONTRACTOR'S** noncompliance or refusal to comply with the above nondiscrimination plan, this contract may be rescinded, canceled or terminated in whole or

in part, and the contractor may be declared ineligible for further contracts with the COUNTY. The COUNTY shall, however, give the CONTRACTOR reasonable time to cure this noncompliance. Any dispute may be resolved with the "Disputes" procedure set forth herein.

13. **DISPUTES**

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

- a. be in writing; and
- b. state the disputed issues; and
- c. state the relative positions of the parties; and
- d. state the CONTRACTOR'S name, address, and the COUNTY department the contract is with ; and
- e. be mailed to the Board of Commissioner's, P.O. Box 790, Stevenson, Washington 98648, within thirty (30) calendar days after the party could reasonably be expected to have knowledge of the issue which he/she now disputes. This dispute resolution process constitutes the sole administrative remedy available under this contract.

14. **WAGE AND HOUR COMPLIANCE.**

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

15. **DEFAULT/TERMINATION/DAMAGES.**

- A. The parties hereto agree that TIME IS OF THE ESSENCE of this contract.
- B. If the CONTRACTOR shall fail to fulfill in a timely manner any of the covenants of this agreement, the COUNTY shall have the right to terminate this agreement by giving the CONTRACTOR seven (7) day's notice, in writing, of the COUNTY'S intent to terminate and the reasons for said termination. And in the event of any such termination the CONTRACTOR shall be liable for the difference between the original contract and the replacement or cover contract as well as all administrative costs directly related to the replacement contract; that in such event the COUNTY may withhold from any amounts due the CONTRACTOR for such work or completed services any balances due the Contractor, and said amounts shall be used to totally or partially offset the COUNTY'S damages as a result of the

CONTRACTOR'S breach to the extent they are adequate.

C. Either party may cancel the contract, without fault, by giving the other party 14 days written notice.

~~16. OWNERSHIP OF WORK PRODUCTS.~~

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

~~17. CRIMINAL HISTORY CHECKS~~

~~The CONTRACTOR agrees to assure a criminal history check for all individuals in supervisory positions with minors (including but not limited to instructors, coaches and assistant coaches) has been completed prior to unsupervised contact with a minor. The CONTRACTOR further agrees to provide the COUNTY with evidence of a criminal history check for each individual.~~

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

DATED: \_\_\_\_\_, 2020.

SKAMANIA COUNTY  
BOARD OF COMMISSIONERS

PUBLIC WORKS

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Tim Elsea

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Commissioner

APPROVED AS TO FORM ONLY:

ATTEST:

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

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

**ATTACHMENT "A"**  
**2020 SCOPE OF WORK**  
**SKAMANIA COUNTY PUBLIC WORKS**

DESCRIPTION OF PROJECT/EVENT

The Skamania County Exhibit Hall, which is located on the fairgrounds at 650 SW Rock Creek Drive, will undergo the removal and replacement of its roof. As a tourism related building, this project is covered under RCW 67.27.080.

ALLOWABLE USE OF FUNDING

Funds authorized may only be utilized on projects that meet requirements listed under RCW 67.28.1816, and more specifically the projects/tasks listed herein.

\$15,000 Repair and Improvement of the Skamania County Exhibit Hall (RCW 67.28.080)

DELIVERABLES

The CONTRACTOR will submit an invoice will backup detailing the expenditures for reimbursement.

**ATTACHMENT "B"**  
**2020 PAYMENTS FOR SERVICES**  
**SKAMANIA COUNTY PUBLIC WORKS**

To receive payment CONTRACTOR shall:

- Provide a invoice to COUNTY with back up information detailing the total expenditure.

Requests for payments shall be mailed to:

Skamania County Community Events and Recreation  
Accounts Payable  
PO BOX 369  
Stevenson, WA 98648

Schedule of Payments:

Reimbursement will be provided by invoice

Annual Reporting:

CONTRACTOR shall complete the appropriate event/project report which will be provided to CONTRACTOR by the COUNTY and will include a scheduled due date for return.

The report will be inclusive of, but not limited to the following information:

- Estimates of attendance and/or tourism in the following categories –
  - staying overnight in paid accommodations away from their place of residence or business;
  - staying overnight in unpaid accommodations and traveling more than 50 miles
  - staying for the day only and traveling more than 50 miles
- Project expense detail
- Project summary



**COMMISSIONER'S AGENDA ITEM COMMENTARY**

<b><u>SUBMITTED BY</u></b>	Noxious Weed Department	 Signature
<b><u>AGENDA DATE</u></b>	7/14/2020	
<b><u>SUBJECT</u></b>	<u>Contract with Columbia Gorge Land Trust</u>	
<b><u>ACTION REQUESTED</u></b>	<u>Approval</u>	

**SUMMARY/BACKGROUND**

Contract with Columbia Gorge Land Trust for noxious weed control at Turtle Haven

**FISCAL IMPACT**

The contract will provide refundable costs to Skamania County Noxious Weed to furnish necessary personnel, equipment, material, and/or services to perform noxious weed control at Turtle Haven. A 12% admin fee will be added to actual operating costs. Max reimbursement for 3 years is \$8250.

**RECOMMENDATION**

Review and sign. Return two copies to Sara Woods.

**LIST ATTACHMENTS**

Two copies of agreement for signature.

FRIENDS OF THE COLUMBIA GORGE | CONTRACT FOR SERVICES

This Contract is entered into by and between **Friends of the Columbia Gorge OR Friends of the Columbia Gorge Land Trust (“Friends”)**, a nonprofit corporation, through its representative:

Contact:	Sara Woods
Telephone:	541-705-5474
Email Address:	sara@gorgefriends.org

and the following person or entity (“**Contractor**”):

Name of Contractor:	Skamania County Noxious Weed Control Program
Contact:	Emily Stevenson
Address:	704 SW Rock Creek Drive, PO BOX 369, Stevenson, WA 98648
Telephone:	509-427-3941
Email Address:	estevenson@co.skamania.wa.us

- SERVICES.** Contractor agrees to perform the services and produce identified deliverables as outlined below, including any deliverables cited (collectively, the “Services”): Scope of Work is outlined and attached as Exhibit A.
- PAYMENTS.** Friends will compensate Contractor for the Services as follows:
  - Contract Fee.** For all of the Services, Friends will pay Contractor a fee (the “Contract Fee”) not to exceed a total of \$8250, paid at the rate of \$1500 per day (5.5 days total), based on invoices submitted to Friends no more frequently than monthly.
  - No Expense Reimbursement.** Unless explicitly stated otherwise in this Contract, Contractor will not be reimbursed for any expenses it incurs in performing the Services.
  - Invoices and Payments.** Requests for payment of the Contract Fee must be submitted to Friends in the form of an invoice summarizing the work performed and including any necessary supporting documentation. The final invoice is to be submitted no later than 60 days after the completion of the Services. Invoices will be subject to review and approval by Friends. Friends will make all payments by check or credit card, subject to Friends’ receipt from Contractor of a properly completed IRS Form W-9.
- CONTRACT.** This Contract will become binding when signed by both parties. Unless otherwise directed, Contractor must begin performing the Services promptly and must complete all the Services no later than 10/31/2024. Any deadline(s) set forth in this agreement may be extended only with Friends’ prior written consent. This Contract will expire once all the Services have been completed and final payment by Friends has been made. If two or more persons or entities are identified as Contractor in this Contract, their obligations under this Contract are and will be joint and several.

4. **SIGNATURES; AMENDMENTS.** This Contract may be executed in one or more counterparts, all of which will constitute the complete Contract. Scanned or digital signatures on this Contract and any related documents will be acceptable and fully binding for all purposes. No amendment will be effective except in writing signed by both parties.

5. **ASSIGNMENT; SUBCONTRACT.** Contractor may not assign this Contract or subcontract any portion of the Services without Friends' prior written consent, which may be withheld in Friends' sole discretion.

6. **TERMINATION.** Any party may terminate this Contract at any time upon 30 days notice. Upon receipt of such notice, Contractor must cease all work immediately and Friends will pay Contractor for any Services satisfactorily completed, as of the termination date upon receipt of a final invoice.

7. **INDEPENDENT CONTRACTOR.** The parties intend this Contract to create an independent contractor-client relationship and Contractor is solely responsible for the conduct and control of the Services and fulfilling its duties and obligations under this Contract. Contractor is not an agent or employee of Friends. Friends will report to the IRS on Form 1099 all fees paid to Contractor, to the extent required by applicable law. Contractor shall be appropriately and adequately licensed and bonded as required by law and relevant professional standards.

8. **CONFLICT OF INTEREST.** Contractor represents that to the best of its knowledge it has disclosed any known or potential Conflicts of Interest, including close or familial relationships with Friends' employees or directors.

9. **NOTICES.** Any formal notice, request, or demand made by one of the parties pursuant to this Contract must be in writing and given to the respective named contact above.

**10. INTELLECTUAL PROPERTY RIGHTS.**

A. **Works Made for Hire.** With the exception of works that are original to or otherwise owned by Contractor prior to the commencement of this Contract, all right, title, and interest (including copyright) in any reports, studies, photographs, software, drawings, designs, writings, or other works or documents produced in performing the Services, along with all related drafts, versions, and other material created as part of the Services (collectively the "Works"), are "works made for hire" as defined under the copyright laws of the United States. Contractor warrants to Friends and covenants that the Works will be original to Contractor alone and will not infringe the intellectual property rights of others

B. **Delivery of Works and Other Documentation.** Upon request from Friends, Contractor must deliver to Friends (i) all tangible copies (including digital copies) of the Works, supporting data, or material and (ii) any further documentation of Friends' ownership of the Works as provided under this Contract as may be requested by Friends.

C. **Authorized Use by Contractor.** Contractor may use the Works, supporting data and material only with Friends' prior written consent, and any such use must include an acknowledgment that the Works, supporting data, and material used are the property of Friends.

11. **CONFIDENTIAL INFORMATION.** In performing the Services, Contractor might have access to materials, data, strategies, trade secrets, proprietary information, systems, or other information relating

to Friends and its programs that are intended for internal use only. Contractor may not, without Friends' prior written consent, use, publish, or divulge any such information to any person, firm, or corporation, or use it in any promotion regarding Contractor or Contractor's services. Upon completion of the Services, Contractor must promptly return to Friends any and all Friends confidential information Contractor has in its possession.

**12. USE OF FRIENDS NAME AND LOGO.** Contractor may not use Friends' (or any of its affiliate's or program's) name, logo or other intellectual property in any manner, except to the extent reasonably necessary in order to perform the Services or otherwise explicitly stated in this Contract.

**13. INDEMNIFICATION.** Contractor acknowledges that it is entering into this Contract and performing the Services entirely at its own risk. Contractor shall indemnify and hold Friends, and its officers and employees, harmless from all claims, actions, liabilities, judgments and costs, including reasonable attorney fees, which arise out of or relate to the Contractor's performance of this Contract that are caused solely by Contractor. Each party shall be responsible for any claims, actions, liabilities, judgments and costs arising from their own acts or negligence to the degree of their responsibility for those acts or negligence.

**14. GOVERNING LAW; MEDIATION.** This Contract and any potential claims relating to this Contract, will be interpreted, construed and governed by the laws of the State of Washington. If the parties to this Contract become involved in a dispute regarding any of the terms, conditions, performance, or any obligations under this Contract, the parties shall submit to mediation prior to the commencement of any litigation to enforce this Contract.

**Friends of the Columbia Gorge**

By: \_\_\_\_\_  
(signature)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Skamania County Noxious Weed Program**

By: Emily Stevenson  
(signature)

Print Name: Emily Stevenson

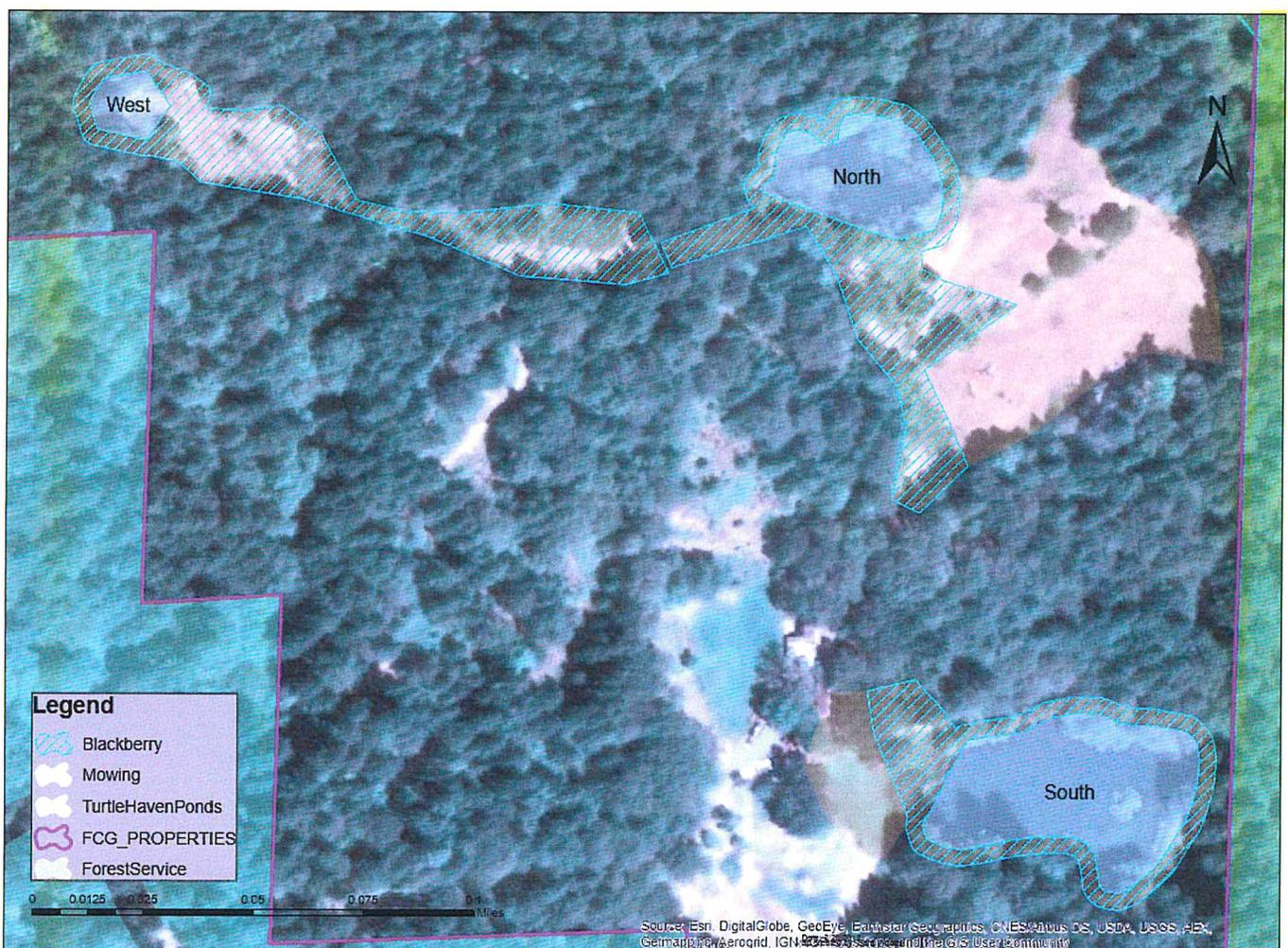
Title: Program Coordinator

Date: 7-7-2020

## Exhibit A – Scope of Work - Invasive Weed Control

This project includes the removal of all blackberry surrounding the three ponds and the connections between them (approximately 3 acres; see map) at Friends of the Columbia Gorge's Turtle Haven preserve. Skamania County Noxious Weed Control Crew will control Himalayan blackberry via herbicide treatment for 3 years (2020-2022). The herbicide treatment will entail applying triclopyr (or Vastlan) at a 1.5% rate with an aquatic formulated surfactant such as Agri-Dex and dye via backpack sprayer. The foliar application will be performed between July and September after a summer mowing is performed and as recommended in the Columbia Gorge Cooperative Weed Management Area's published best management practice for blackberry.

Friends of the Columbia Gorge Land Trust - Turtle Haven Property



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 \_\_\_\_\_



COMMISSIONER'S AGENDA ITEM COMMENTARY

<b><u>SUBMITTED BY</u></b>	Senior Services Department	 Signature
<b><u>AGENDA DATE</u></b>	July 14, 2020	
<b><u>SUBJECT</u></b>	SCSEP Host Agency Employment with Goodwill of the Olympics & Rainier Region	
<b><u>ACTION REQUESTED</u></b>	Approve Annual Host Agency Agreement for Goodwill	

**SUMMARY/BACKGROUND**

This agreement with Goodwill of the Olympics & Rainier Region is to provide training and skills development for program participants. This program constitutes Goodwill placing program participants in departments where they can work as employees, paid by Goodwill, but benefiting the county and the “employee” as they gain knowledge, experience and skills.

The agreement covers 7/1/2020-6/30/2021

**FISCAL IMPACT**

None. Wages are paid by Goodwill.

**RECOMMENDATION**

Approve Host Agency Agreement from Goodwill.

**LIST ATTACHMENTS**

Agreement



# SCSEP HOST AGENCY AGREEMENT

## Senior Community Service Employment Program

HOST AGENCY: SKAMANIA COUNTY SENIOR CENTER PY: 20

As part of the **Senior Community Service Employment Program (SCSEP)**, operated under Title V of the Older Americans Act, this Agreement is voluntarily entered into by **Skamania Co. Senior Center**, a governmental agency or a non-profit agency designated under Section 501(c)(3) of the Internal Revenue Code, (hereinafter referred to as the Host Agency), and **Goodwill of the Olympics & Rainier Region** (hereinafter referred to as Goodwill). The intent of this agreement is to provide useful community service assignments for low-income mature workers, in order to increase their skills and assist transition to permanent employment.

### THE HOST AGENCY AGREES:

- To provide a safe and healthy training site, adequate orientation and training, additional training as needed, and to treat each participant as a valued partner in the host agency.
- To assist Goodwill in transitioning fully trained participants off the program; and to consider participants for regular employment on its staff when vacancies occur or when new positions are created.
- To abide by mutually agreed to training schedules, documented through properly prepared time sheets, activity reports and periodic performance evaluations: Volunteer or overtime hours are not permitted. Participants are required to attend periodic meetings during regular working hours, and the host agency recognizes that participants will be unavailable for training during these times.
- To report any in-kind contributions accurately, documenting supervisors' rates of pay, time spent training and providing oversight of the participant, and any other and all other records and assistance necessary to prove Goodwill's compliance with SCSEP regulations. (See Host Agency In-kind Supervision Report and Host Agency Handbook)
- Sponsorship of a participant will not result in the partial or total displacement of currently employed workers; will not reduce regular hours worked, wages, or benefits; will not be used as a replacement for a position from which a person has been laid off; will not impair existing contracts or result in the substitution of Federal funds for other funds in connection with work that would otherwise be done. See Host Agency Handbook for more information on Maintenance of Effort violations.
- To assure that participants are not discriminated against based on age, race, color, religion, sex, national origin, disability, veteran status, political affiliation, or any other basis prohibited by law.
- To send a representative to a group meeting of host agency supervisors. Group meetings of host agency supervisors or designated representatives will be held annually to acquaint all concerned with the SCSEP goals and objectives.
- To not serve as a host agency for any other SCSEP project sponsor site while this agreement is in effect unless approved by Goodwill SCSEP Project Director.
- To inform Goodwill immediately if its Section 501(c) (3) certification changes.
- To furnish any tools, equipment, supplies and safety training, equipment or preparation required to perform the participant's training assignment.
- To comply with applicable provisions of the Americans with Disabilities Act.
- To maintain adequate insurance covering participants while acting under the host agency's supervision. This obligation includes the maintenance of comprehensive general liability insurance. Additionally, if participants have been authorized to drive as part of their assignments, the agency will insure that all documentation required is completed before participant is assigned to drive. This includes an agreement of continuous liability coverage (\$100,000/\$300,000), agency insurance information, insurance declaration pages, official driving record of the participant, a copy of their valid driver's license and any other information necessary to minimize the agency's liability.
- To not hold Goodwill liable for any damages incurred in the case of a driving accident involving an assigned participant.
- Assure that participants are not assigned to positions that involve political activities on behalf of either partisan or non-partisan groups.
- To adhere to policies and responsibilities as detailed in the Goodwill SCSEP Host Agency Handbook.
- To record any **recordable injuries** on the host agency OSHA Log as stated in WAC 296-27-02103 section 2d. [www.lni.wa.gov](http://www.lni.wa.gov), Tacoma Goodwill/SCSEP remains responsible for the employee claim and all related costs associated with the claim, which is separate from recordkeeping responsibility of a claim.

**GOODWILL AGREES:**

- To recruit, enroll, and assign a participant to the host agency for the purpose of engaging in productive community service training with duties and tasks as specified in a written description of a community service training assignment.
- To be responsible for all administrative and fiscal controls of the SCSEP and for paying wages and providing applicable fringe benefits, including worker's compensation, to each participant as defined in the Goodwill SCSEP Participant Handbook.

Goodwill reserves the right to reassign any participant whenever reassignment will increase opportunities for training or unsubsidized employment, will serve the best interests of the participant, or will better support the goals and objectives of the program. Host agency understands that they have no inherent right to a participant and that assignment of participants to that host agency depends upon the training needs and job goals of that participant. The host agency may terminate its participation as a host agency at any time for any reason upon notification to Goodwill. This agreement may be amended by written mutual agreement.

**This Host Agency Agreement is in effect from:** 07/01/2020 **to:** 06/30/2021  
 (Date) (Date)

**\*\*PLEASE NOTE MAINTENANCE OF EFFORT VIOLATIONS:**

Sponsorship of a participant will not result in the partial or total displacement of currently employed workers; will not reduce regular hours worked, wages, or benefits; will not be used as a replacement for a position from which a person has been laid off; will not impair existing contracts or result in the substitution of Federal funds for other funds in connection with work that would otherwise be done. See Host Agency Handbook for more information on Maintenance of Effort violations. This organization agrees not to willingly violate any maintenance of effort.

**Host Agency:** Skamania County Senior Center

**Address:** 710 SW Rock Creek Dr. Stevenson WA, 98648

**County:** Skamania Co. Senior Center

**FEIN:** 91-6001363

**Title:** Chairman

**Name:** Robert Hamlin

**Signature:** \_\_\_\_\_

**Date:** 7-14-20

**Goodwill of the Olympics & Rainier Region**

**201 NE 73<sup>rd</sup>. Street**

**Vancouver, WA. 98665**

**Title:** SCSEP Employment Specialist

**Name:** Brinda Wood

**Signature:** \_\_\_\_\_

**Date:** 07/01/2019

**Host Agency Status:**

- This host agency is a government agency.
- This host agency is a non-profit agency under Section 501(c) (3) of the U.S. Internal Revenue Code
- 501(c) (3) documentation attached.
- 501(c) (3) documentation at Goodwill.

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Skamania County Prosecutor



# 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

### MEMO

**TO:** Board of County Commissioners  
**FROM:** Alan Peters, Assistant Planning Director  
**DATE:** July 14, 2020  
**RE:** Short-term Vacation Rentals Planning Commission Discussion Draft

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#### Introduction

Under the direction of the Board of County Commissioners, Planning Staff is working on developing regulations for short-term vacation rentals (STVR). The Board has requested that new regulations be adopted by August 2020 and go into effect in January 2021. Due to the pause on Planning Commission meetings because of COVID-19, adoption is more likely to occur in September.

Based on prior public outreach (including stakeholder meetings and an online survey) and Planning Commission/Board of County Commission workshop discussions, Staff prepared a draft ordinance for Planning Commission discussion. The Planning Commission discussed this draft at their July 7, 2020 Meeting and accepted comment from members of the public. After discussing the proposal, the Planning Commission felt comfortable with Staff presenting the draft to the Board of County Commissioners for their review and direction.

The purpose of this workshop is to share the Planning Commission's progress with the Board of County Commissioners and receive input on the draft ordinance. Following this workshop, Staff will take the draft back to the Planning Commission for a final round of edits before scheduling a public hearing. This workshop is not a public hearing, but Staff would request that the Board consider allowing for public comment during the workshop.

#### Summary of Draft

The draft was prepared using new language drafted by staff and language from RCW 64.37 which includes the state's requirements for STVRs, and language from the City of Stevenson's short-term rental regulations. The Planning Commission expressed their support for the proposed language, with the exception of the permit requirements and application process. There is particular concern on the burden of fees and annual renewals on short-term operators. The Planning Commission has also expressed concern about implementing new STVR regulations at a time of uncertainty for the hospitality industry, and how these standards would be applied to any pre-existing vacation rentals.

Definition – The draft adopts a definition for “short-term vacation rental” which uses language found in RCW 64.37.

Purpose – The draft includes a purpose statement for STVR regulations and describes their applicability.

Development Standards and Operational Requirements – This section includes the basic requirements for operating a STVR, including standards for how and where short-term vacation rentals can be developed. Some key standards in this section include:

- STVRs can be located within a dwelling unit, in an accessory dwelling unit, or in an accessory building.
- Occupancy limit of 2 guests per bedroom, plus 2 additional guests. The Planning Commission had concerns with this restriction, as it does not account for rooms that are designed for higher occupancy and could limit the use of vacation rentals by large families. Staff feels this is an important standard as it clear and objective and more easily enforceable. Restricting the number of adult occupants only may be a more reasonable approach.
- On-site parking required.
- Small signage allowed.
- Must adhere to building code, provide fire extinguisher.
- Must prevent disturbances to neighboring properties not typical of a residential neighborhood, including but not limited to, loud music, loud noises, excessive traffic, loud and uncontrolled parties, junk/debris/garbage accumulation in the yards, trespassing, barking dogs, or excess vehicles, boats or recreational vehicles parked in the streets in front of the unit. The rental shall not be used at any time to host commercial events.
- Local contact who can respond to inquiries and complaints.
- Consumer safety requirements from RCW 64.37.
- Good neighbor guidelines and neighbor notification.

Liability Insurance – Required by RCW 64.37

Taxes – Required by RCW 64.37

Permit Requirements – The bulk of the ordinance draft describes the process for obtaining a STVR permit. The Planning Commission has reservations about the requirements as described in this draft.

- Application requirements. Applicants will self-certify compliance with operational and development standards.
- Permit term. Permits will be issued for one year and may be renewed annually.
- Revocation. Survey respondents strongly supported the ability for the County to revoke STVR permits. This section utilizes language from the City of Stevenson’s code that would allow the County to revoke a STVR permit and would provide an appeal process for operators if their STVR permit is revoked.

Accessory Dwelling Units – STVRs are currently prohibited from operating within ADUs. Based on input from the Planning Commission, staff proposes removing language from this section that would prohibit the use of ADUs as a short-term vacation rental.

**SHORT-TERM VACATION RENTALS  
PLANNING COMMISSION DISCUSSION DRAFT**

**KEY:** Language in blue is borrowed from or a requirement of RCW 64.37.  
Language in green is borrowed from the Stevenson Municipal Code

NEW DEFINITION

21.08.010      **DEFINITIONS - INTERPRETATION**

...

Short-term vacation rental: means a lodging use, that is not a hotel or motel or bed and breakfast, in which a dwelling unit, or portion thereof, that is offered or provided to a guest by a short-term vacation rental operator for a fee for fewer than thirty consecutive nights.

NEW SECTION

21.70.190      **SHORT-TERM VACATION RENTALS**

A. PURPOSE

The purpose this section is to establish regulations for the operation of short-term vacation rentals (STVRs) in Skamania County. These regulations do not apply to hotels, motels, or bed and breakfasts which operate as commercial uses. The provisions in this section are necessary to promote tourism and economic development within Skamania County while preventing unreasonable burdens on services and minimizing impacts to rural residential neighborhoods.

B. DEVELOPMENT STANDARDS AND OPERATIONAL REQUIREMENTS

1. A STVR may be located within any dwelling unit (including any entire dwelling unit or any portion of a dwelling unit), within any accessory dwelling unit, or within a residential accessory building. The exterior of the STVR shall retain a residential appearance with address numbers visible from the road.
2. *Occupancy shall be limited to no more than two guests per bedroom, plus two additional guests. (The Planning Commission has reservations about this requirement)*
3. Dedicated on-site parking shall be provided to accommodate all guests.
4. One sign either attached to the dwelling or placed in front of the dwelling and containing no more than four square feet, is permitted. No off-premise signage is permitted.
5. STVR shall conform to all applicable standards in the building, plumbing, electrical, mechanical, fire, health, and any other applicable codes. Functioning carbon monoxide detectors and smoke detectors shall be kept in operating order and installed as required by the International Residential Code (IRC). At least one functioning fire extinguisher shall be installed within the STVR.
6. The STVR shall be operated in a way that will prevent disturbances to neighboring properties not typical of a residential neighborhood, including but not limited to, loud music, loud noises, excessive traffic, loud and uncontrolled parties, junk/debris/garbage accumulation in the yards, trespassing, barking dogs, or excess vehicles, boats or recreational vehicles parked in the streets in front of the unit. The rental shall not be used at any time to host commercial events.
7. A local contact must be provided who is able to respond 24 hours a day, seven days a week to any complaints or inquiries.
8. Operators must post the following information in a conspicuous place within each STVR:
  - a. The STVR street address;

- b. The emergency contact information for summoning police, fire, or emergency medical services;
- c. The floor plan indicating fire exits and escape routes;
- d. The maximum occupancy limits;
- e. The contact information for the operator or designated contact;
- f. The STVR permit issued by the Community Development Department; and
- f. The “good neighbor” guidelines provided by the Community Development Department.

9. Notice to Neighbors. Upon approval of a STVR permit, the owner or contact person shall provide a mailing or otherwise distribute by hand, a flier to all property owners of record and/or occupants of properties adjacent to and abutting the STVR and shall provide a copy of this notice to the Community Development Department. The notice shall include the telephone number of the owner and contact person. The purpose of this notice is so that neighboring property owners and residents can contact a responsible person to report and request resolution of problems associated with the operation of the STVR. If the permanent contact information changes during the license period, the new information must be mailed or distributed again.

### C. LIABILITY INSURANCE

A STVR operator must maintain primary liability insurance to cover the STVR in the aggregate of not less than one million dollars or conduct each STVR transaction through a platform that provides equal or greater primary liability insurance coverage. Nothing in this section prevents an operator or a platform from seeking contributions from any other insurer also providing primary liability insurance coverage for the STVR transaction to the extent of that insurer's primary liability coverage limits.

### D. TAXES

STVR operators must remit all applicable local, state, and federal taxes unless the platform does this on the operator's behalf. This includes occupancy, sales, lodging, and other taxes, fees, and assessments to which an owner or operator of a hotel or bed and breakfast is subject in the jurisdiction in which the STVR is located. If the STVR platform collects and remits an occupancy, sales, lodging, and other tax, fee, or assessment to which a STVR operator is subject on behalf of such operator, the platform must collect and remit such tax to the appropriate authorities.

### E. SHORT-TERM VACATION RENTAL PERMITS

All operators of STVRs shall maintain a short-term vacation rental permit as required in this section. It is a violation of this section to rent, offer for rent, or advertise for rent a STVR without first obtaining a STVR permit.

#### 1. APPLICATION PROCEDURE

- a. An application for a STVR permit shall be made to the Community Development Department on a form provided by the Department. The application shall include at a minimum:
  - i. Owner Information. Owner's name, permanent residence address, telephone number, owner's mailing address.
  - ii. Contact Person Information. If the owner does not permanently reside in the local area or is not always available when the property is being rented, the owner shall provide the name, telephone number and email of a contact person from the local area to represent the owner regarding the use of the property and/or complaints related to the STVR.
  - iii. Tax Information. A statement of intent to collect and remit all taxes associated with the vacation rental home as required by RCW 64.37.020.

- iv. Inspection Access. A statement allowing the County reasonable access to the property for the purpose of reviewing the proposal for the health and safety requirements in RCW 64.37.030 and this section.
  - v. Self-certification. A statement that the STVR complies with the development standards and operational requirements in SCC 21.70.190(B).
  - vi. Right to Publish Contact Information. A statement allowing the county to make owner and contact person phone numbers publicly available.
  - vii. Neighborhood Notice. A statement of intent to notify neighbors of the STVR.
  - viii. Good Neighbor Guidelines. A statement of intent to provide the county-provided Good Neighbor Guidelines to guests of the STVR.
  - ix. Parking Diagram. A statement of intent to provide guests of the STVR with a diagram of parking spaces that are available to or intended for use by the vacation rental home.
  - x. Liability Insurance. A statement of intent to provide liability insurance coverage as required by RCW 64.37.050.
- b. Application Fee. Applications shall be accompanied by a nonrefundable fee payable to the Skamania County Treasurer in an amount established by the Board of County Commissioners. Application fees will be prorated if issued for less than half of the annual term.
  - c. Approval. Upon receipt of a complete application, the Community Development Department will verify compliance with the requirements of this section and issue a STVR permit.

## 2. TERM OF ANNUAL PERMIT

- a. A STVR permit shall be issued for a period not to exceed one year, with its effective date running from the date of issuance to December 31<sup>st</sup>.
- b. Permits may be renewed annually by the owner upon a showing that all applicable standards continue to be met.
- c. The Community Development Department shall send annual notice prior to December 31<sup>st</sup> informing operators of the expiration and renewal requirements.

## 3. REVOCATION

- a. In addition to other enforcement options available to the County under SCC 21.100, the County following provisions apply to violations of this section:
  - i. Failure to meet the operational requirements of SCC 21.70.190(B) is grounds for immediate revocation of the permit.
  - ii. The discovery of material misstatements or providing of false information in the application or renewal process is grounds for immediate revocation of the permit.
  - iii. Such other violations of this chapter of sufficient severity in the reasonable judgement of the Community Development Department, so as to provide reasonable grounds for immediate revocation of the permit.
  - iv. Other violations of this chapter, including but not limited to investigation/sustaining of complaints, shall be processed as follows:
    - 1. For the first and second violations within a twelve-month period, the sanction shall be a warning notice.
    - 2. If the same offense continues to occur or a third similar offense occurs at any time during a twelve-month period, the County may either issue a third warning, update the permit to include reasonable special operational standards, or revoke the permit.
- b. Notice of Decision/Appeal/Stay. If the STVR permit is updated or revoked as provided in this section, the Community Development Department shall send written notice to the owner stating the basis for the decision. The notice shall include

information about the right to appeal the decision and the procedure for filing an appeal with the Board of County Commissioners. Upon receipt of an appeal, the Community Development Department shall stay the update or revocation decision until the appeal has been finally determined by the Board of County Commissioners.

OTHER AMENDMENTS

21.70.180 **ACCESSORY DWELLING UNITS**

B. STANDARDS AND CRITERIA

...

8. Either the ADU or the principal unit may be rented, but both may not be rented at the same time. ~~Neither the ADU nor the principal unit shall be used at any time as a short-term vacation rental. A short-term vacation rental is a unit rented out for any period of less than sixty days.~~

**RESOLUTION 2020-22**

(Supplemental Budget #2 for 2020 budget for various funds)

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

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

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

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

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

**PASSED IN REGULAR SESSION this 9<sup>th</sup> day of June 2020.**



ATTEST:

Heidi B Penna  
Clerk of the Board *FMA*

SKAMANIA COUNTY, WASHINGTON

*[Signature]*

Chairman

*[Signature]*

Commissioner

*[Signature]*

Commissioner

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

**BOARD OF COMMISSIONERS  
SKAMANIA COUNTY, WASHINGTON**

\_\_\_\_\_  
**Chairman**

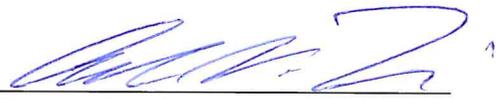
ATTEST:

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

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

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

**APPROVED AS TO FORM ONLY:**



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

For \_\_\_\_\_  
Against \_\_\_\_\_  
Abstain \_\_\_\_\_  
Absent \_\_\_\_\_

**Resolution 2020-22**  
**Supplemental Budget #2 Explanation**  
**Attachment A**  
**Public Hearing**  
**July 14, 2020**  
**5:30 p.m.**

**The total Current Expense spending authority requested not covered by increased revenues or other budget offsets is \$**

**\$3,014 – External Services – Current Expense Fund (0010.360) – WSAC litigation and lobbying dues not budgeted for.**

**\$40,000 External Services – Current Expense Fund (0010.360) – Funds deposited in the debit card account for purchasing of PPE during onset of COVID – 19. Funds are still in the debit account and will be moved back to Current Expense**

**\$145,000 – Buildings and Grounds (0010.220) – Revenue and expenses for Exhibit Hall Roof**

**\$22,150 - Drug Fund (1070.000) – Revenue and expenditures for donation to purchase a new K9 and training.**

**\$64,762- Senior Services (1160.000) – Additional revenue from AAADSW for COVID-19 related expenses that was not submitted in original budget.**

**\$80,000 – Election Reserve (1180.000) – Expenditures for Elections will be related to COVID preparation for the 2020 elections. The funds will be used to help protect employees by using glass on the counters, antimicrobial countertops, sanitizing stations, tablets (for voter registration) and others. In addition, preparation for employees to work from home if another outbreak happens which will include vpn, laptops, and other equipment that will be needed in case employees have to run elections from a remote location including homes. Two grants have been received by Elections. They are: CARES Act in the amount of \$133,885.94 that must be used by the end of the year, and election security grant for \$107,321.64 that can be used through September 30, 2024. Both grants are limited in what they can be used for. Full amounts are not being asked for as spending fully by the end of the year might not be possible.**

**\$14,100– ER & R Senior’s Vehicle Replacement (5010.105) – Authorize spending for a Senior’s vehicle purchase**

**ATTACHMENT A - RESOLUTION 2020-22**

**Supplemental Budget #1 to 2020 Budget**

<b>Total YTD Current Expense Ask before this supplemental</b>	<b>\$ 610,997.27</b>
<b>Total Needed from Current Expense for this Supplemental</b>	<b>\$ 43,014.00</b>

**Current Expense Funds**

Non-Departmental Revenues	0010.380.308.0000.000	Beginning Cash - CE	\$ 3,014.00
External Services	0010.360.511.600.495	WSAC - Litigation & Lobbying Dues	<u>\$ 3,014.00</u>
Non-Departmental Revenues	0010.380.308.000.000	Beginning Cash - CE	\$ 40,000.00
External Services	0010.360.522.200.310	COVID-19 Supplies	<u>\$ 40,000.00</u>
Buildings and Grounds	0010.220.367.000.000	Hotel/Motel Tx City of Stevenson	\$ 15,000.00
Buildings and Grounds	0010.220.397.000.000	Transfers In (.09 and Co. Lodging tax)	\$ 40,000.00
Buildings and Grounds	0010.220.333.100.000	Department of Agriculture Special Assistant Grant	<u>\$ 90,000.00</u> <u>\$ 145,000.00</u>
Buildings and Grounds	0010.220.518.300.620	Exhibit Hall and Midway Restrooms	<u>\$ 145,000.00</u>

**Special Revenue Funds**

Sheriff's Drug Fund	1070.000.367.000.000	Donation	<u>\$ 22,150.00</u>
Sheriff's Drug Fund	1070.000.521.231.491	Registrations & Tuitions	\$ 10,000.00
Sheriff's Drug Fund	1070.000.594.210.640	Capital Equipment	<u>\$ 12,150.00</u> <u>\$ 22,150.00</u>
Senior Services	1160.000.333.930.442	CARES Transportation Fund	\$ 21,817.00
Senior Services	1160.000.333.930.452	FFCRA/CARES Nutrition Funds	\$ 68,459.00
Senior Services	1160.000.334.036.110	WSDOT Rural Mobility	<u>\$ 46,340.00</u>

			\$	<b>136,616.00</b>
Senior Services	1160.000.569.000.100	Salaries & Wages	\$	<b>40,000.00</b>
Senior Services	1160.000.569.000.310	Office & Operating	\$	<b>16,616.00</b>
Senior Services	1160.000.569.000.311	Non Food Supplies	\$	<b>30,000.00</b>
Senior Services	1160.000.569.000.313	Food Supplies	\$	<b>30,000.00</b>
Senior Services	1160.000.569.000.410	Professional Services	\$	<b>10,000.00</b>
Senior Services	1160.000.569.000.489	Interfund Repairs & Maint	\$	<b>10,000.00</b>
Election Reserve Fund	1180.000.333.904.400	Election CARES Act - Fed	\$	<b>66,600.00</b>
Election Reserve Fund	1180.000.334.003.000	Election CARES Act - State	\$	<b>13,400.00</b>
			\$	<b>80,000.00</b>
Election Reserve Fund	1180.000.514.400.310	Office & Operating	\$	<b>10,000.00</b>
Election Reserve Fund	1180.000.514.400.490	Miscellaneous	\$	<b>40,000.00</b>
Election Reserve Fund	1180.000.594.140.640	Machinery & Equipment	\$	<b>30,000.00</b>
			\$	<b>80,000.00</b>

**Internal Service Fund**

ER & R Senior's Vehicle Replacement	5010.105.508.800.000	Year End Cash	\$	<b>(14,100.00)</b>
ER & R Senior's Vehicle Replacement	5010.105.594.480.640	Seniors Vehicle Purchase	\$	<b>14,100.00</b>

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

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

Oral (see below) and written comments will be considered at the public hearing by the Board of Commissioners. Written comments may be sent to Skamania County Board of Commissioners, Attn: Clerk of the Board, PO Box 790, Stevenson, WA 98648 or [slack@co.skamania.wa.us](mailto:slack@co.skamania.wa.us) Due to the Washington State Governor's Proclamation 20-28 of March 24, 2020 the public may only attend through telephonic access, internet, or other remote access. The ZOOM platform is used for public participation by Skamania County using the following call in numbers:

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

Anyone interested may use ZOOM to be heard.

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

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

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

**DATED** this 9th day of June 2020.

**Debbie Slack**  
Clerk of the Board

Publish: June 17<sup>th</sup> and June 24<sup>th</sup>, 2020

**DATE:** June 9, 2020

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

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

Please publish the following documents on the dates indicated:

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

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

**ORDINANCE NO. 2020-05**

**AN ORDINANCE ADOPTING LEGISLATION TO AUTHORIZE THE MAXIMUM CAPACITY OF THE SALES AND USE TAX AUTHORIZED BY RCW 82.14.540 FOR AFFORDABLE AND SUPPORTIVE HOUSING, ADDING A NEW CHAPTER TO TITLE 3 OF THE SKAMANIA COUNTY CODE, CHAPTER 3.30, SALES AND USE TAX, AFFORDABLE AND SUPPORTIVE HOUSING IN ACCORDANCE WITH SUBSTITUTE HOUSE BILL 1406 (Chapter 338, Laws of 2019), AND OTHER MATTERS RELATED THERETO**

**WHEREAS**, IN 2019 Regular Session, The Washington State Legislature approved, and the Governor signed, Substitute House Bill 1406 (Chapter 338, Laws of 2019) (“SHB 1406”); and

**WHEREAS**, SHB 1406 authorizes the governing body of a city or county to impose a local sales and use tax for the acquisition, construction or rehabilitation of affordable housing or facilities providing supportive housing, for the operations and maintenance costs of affordable or supportive housing, and providing rental assistance to eligible tenants; and

**WHEREAS**, the tax will be credited against state sales taxes collected within the County and, therefore, will not result in higher sales and use taxes within the County and will represent an additional source of funding to address housing needs in the County; and

**WHEREAS**, the tax must be used to assist persons whose income is at or below sixty percent of the County median income; and

**WHEREAS**, the County has an unmet need for affordable rental housing as well as supportive housing for people exiting homelessness and has determined that imposing the sales and use tax to address this need will benefit its citizens; and

**WHEREAS**, in order for a city or county to impose the tax, within six months of the effective date for SHB 1406, or January 28, 2020, the governing body must adopt a resolution of intent to authorize the maximum capacity of the tax, and within twelve months of the effective date of SHB 1406, or July 28, 2020, must adopt legislation to authorize the maximum capacity of the tax; and

**WHEREAS**, the Board of County Commissioners adopted Resolution 2019-30, a resolution of intent to authorize the maximum capacity of the tax, in open session on August 13, 2019; and

**WHEREAS**, the Department of Revenue requires 30 days’ notice of adoption of sales tax credits and the credit will then take effect on the first day of the month following the 30-day period; and

**WHEREAS**, there exists a Skamania County Homeless Housing Council consisting of area partners such as the Columbia Cascade Housing Corporation, Washington Gorge Action Programs, Skamania County and the City of Stevenson; and

**WHEREAS**, there have been discussions considering cooperative action and pooling public and private resources to address affordable housing needs in Skamania County; however, no decisions have been made at this time; and

**WHEREAS**, the County has determined it is in the best interest of the County and its residents to begin implementation of the tax and then later determine the process for the distribution of the funds collected by the resolution of the Skamania County Board of Commissions to meet the requirements of Chapter 338, Laws of 2019.

**NOW, THEREFORE, the Board of Skamania County Commissioners** do hereby ordain as follows: the following findings of fact and conclusions of law are hereby made:

Findings of Fact:

1. On July 1, 2020 a Notice of Public Hearing was published in the Skamania County Pioneer.
2. The Board of County Commissioners held a public hearing on July 14, 2020.

Conclusions of Law:

1. The proposed amendments to Skamania County Code Title 3, adding Chapter 3.30 Sales and use Tax – Credit against prior tax are necessary to address affordable housing issues in Skamania County.
2. RCW 82.14.055(2) states that, “In the case of a local sales and use tax that is a credit against the state sales tax or use tax, a local sales and use tax change may take effect (a) no sooner than thirty days after the department receives notice of the change and (b) only on the first day of a month.” The County intends to notify and contract with the Department of Revenue for the collection of the sales and use tax.

**NOW THEREFORE BE IT ORDAINED**, by the Skamania County Board of Commissioners that, based on the findings of fact and conclusions of law above, that the tax is imposed, and a new chapter of the Skamania County Code created as follows:

Section 1. Skamania County Code is amended to create a new Chapter 3.30 as shown on the attached Exhibit A.

Section 2. Effective Date. This ordinance is effective upon signing. The Chair of the Board of County Commissioners shall immediately proceed with notifying and, if needed, contracting with the Department of Revenue.

Section 3. Savings and Severability. If any section, subsection, paragraph, sentence, clause or phrase of this ordinance is declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining parts of this ordinance.

**PASSED** by the Skamania County Board of Commissioners in regular session at Skamania County, Washington, then signed by its membership and attested by its Clerk in authorization of such passage this 14th day of July 2020.

\_\_\_\_\_  
Robert Hamlin, Chairman, District 3

\_\_\_\_\_  
T.W. Lannen, Commissioner, District 2

\_\_\_\_\_  
Richard Mahar, Commissioner, District 1

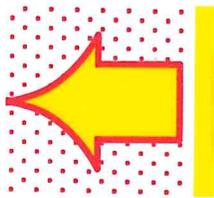
*Constituting the Board of County Commissioners  
of Skamania County, Washington*

Approved as to form:

Attest:

\_\_\_\_\_  
Adam Kick, Prosecuting Attorney

\_\_\_\_\_  
Debbie Slack, Clerk of the Board



## EXHIBIT A

### Chapter 3.30 Sales and use Tax – Credit against prior tax.

#### 3.30.010 – Definitions

“Nonparticipating City,” “Nonparticipating County,” “Participating City,” “Participating County,” and “Qualifying Local Tax” shall have the definitions provided in RCW 82.14.540 as it exists or is hereafter amended.

#### 3.30.020 – Imposition

Skamania County is a “participating county” under RCW 82.14.540. There is authorized, fixed and imposed a sales and use tax on every taxable event, as defined in RCW 82.14.020, in nonparticipating cities and participating cities identified in RCW 82.14.540, as appropriate for taxation by a participating county. There is also authorized, fixed and imposed a sale and use tax on every taxable event, as defined in RCW 82.14.020, in unincorporated Skamania County for the time period identified as appropriate for taxation by a participating county under RCW 82.14.540. The tax shall be imposed upon and collected from those persons from whom the state sales or use tax is collected pursuant to RCW 82.08 and RCW 82.12.

#### 3.30.030 – Rate.

The rate of the tax shall be the maximum rate permitted participating counties under RCW 82.14.540 as it exists or is hereafter amended.

#### 3.30.040 – Administration and collection.

The tax imposed by this chapter shall be administered and collected in accordance with RCW 82.14.540. The Chairman of the Board of County Commissioners is authorized and directed to execute any contracts with the Department of Revenue that may be necessary to provide for the administration or collection of the tax.

#### 3.30.050 – Fund Created.

The proceeds of the tax imposed by this chapter shall be deposited in a special fund in Skamania County to be known as the “Affordable and Supportive Housing Fund.”

#### 3.30.060 – Use of funds

Monies collected may only be used for affordable and supportive housing purposes as provided in RCW 82.14.540(6)(b) as it exists or is hereafter amended. Monies shall be administered by the Board of County Commissioners, in accordance with budgetary processes and state statutes.

#### 3.30.070 – Report by Administrative Director of the Community Health Department

The Administrative Director of the Community Health Department shall report annually to the Department of Commerce as required by RCW 82.14.540(11).

#### 3.30.080 - Expiration.

The tax imposed by this chapter expires 20 years after the date on which the tax is first imposed.

3.30.100 - Severability.

If any provision of this chapter, or its application to any person or circumstance is held invalid, the remainder of the chapter or the application of the provisions to other persons or circumstances is not affected.

**NOTICE OF PUBLIC HEARING**  
**Before the**  
**Board of Skamania County Commissioners**

**PURPOSE:** Skamania County Board of Commissioners hereby gives notice that a public hearing will be held to consider Ordinance 2020-05, Adopting Legislation to Authorize the Maximum Capacity of the Sales and Use Tax Authorized by RCW 82.14.540 for Affordable and Supportive Housing, Adding a new chapter to Title 3 in the Skamania County Code, Chapter 3.30, Sales and Use Tax, Affordable and Supportive Housing in Accordance with Substitute House Bill 1406 (Chapter 338, Laws of 2019) and Other Matters Related Thereto.

The Washington State Legislature adopted Chapter 388, Laws of 2019, relating to encouraging investments in affordable housing and for rental assistance in the 2019 session. The Skamania County Board of Commissioners adopted Resolution 2019-30 to declare the intent of the Count to adopt legislation to authorize a sales and use tax for affordable and supportive housing in accordance with substitute House Bill 1406 on August 13, 2010.

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

Copies of Ordinance 2020-05 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](http://www.skamaniacounty.org)

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

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

**DATED** this 23rd day of June 2020.



**Debbie Slack**  
**Clerk of the Board**

*publish: July 1, 2020*

**DATE:** June 23, 2020  
**TO:** The Skamania County Pioneer  
PO Box 250  
Stevenson, WA 98648

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

Please publish the following documents on the dates indicated:

1. Document: Notice of Public Hearing to consider approval of Ordinance 2020-05, an ordinance amending Skamania County Code Title 3 – Revenue and Finance, to include new Chapter 3.30 – Sales and Use Tax – Affordable and Supportive Housing

Publish as: Legal Notice  
Publish on July 1, 2020

Send Bill to Skamania County Commissioners  
P.O. Box 790  
Stevenson, WA 98648

**CITY OF STEVENSON, WASHINGTON  
ORDINANCE 2020-1159**

**AN ORDINANCE OF THE CITY OF STEVENSON, WA AUTHORIZING THE MAXIMUM  
CAPACITY OF A LOCAL SALES AND USE TAX TO FUND INVESTMENTS IN  
AFFORDABLE AND SUPPORTIVE HOUSING IN ACCORDANCE WITH SUBSTITUTE  
HOUSE BILL 1406 (CHAPTER 338, LAWS OF 2019), AND ADDING CHAPTER 3.10  
SALES AND USE TAX FOR AFFORDABLE HOUSING; PROVIDING FOR  
SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE**

**WHEREAS**, in the 2019 Regular Session, the Washington State Legislature approved, and the Governor signed, Substitute House Bill 1406 (Chapter 338, Laws of 2019) (“SHB 1406”); and

**WHEREAS**, SHB 1406 authorizes the governing body of a city or county to impose a local sales and use tax for the acquisition, construction or rehabilitation of affordable housing or facilities providing supportive housing, and for the operations and maintenance costs of affordable or supportive housing; and

**WHEREAS**, the tax will be credited against state sales taxes collected within the City and, therefore, will not result in higher sales and use taxes within the City and will represent an additional source of funding to address housing needs in the City; and

**WHEREAS**, the tax must be used to assist persons whose income is at or below sixty percent of the City median income; and

**WHEREAS**, the City has a lack of available affordable housing and has determined that imposing the sales and use tax to address this need will benefit its citizens; and

**WHEREAS**, in order for a city or county to impose the tax, within six months of the effective date of SHB 1406, or January 28, 2020, the governing body must adopt a resolution of intent to authorize the maximum capacity of the tax, and within twelve months of the effective date of SHB 1406, or July 28, 2020, must adopt legislation to authorize the maximum capacity of the tax; and

**WHEREAS**, resolution 2019-345 was adopted on September 19, 2019 and constitutes the resolution of intent required by SHB 1406; and

**WHEREAS**, the City of Stevenson intends to impose the maximum local sales and use tax authorized under Chapter 338, Laws of 2019 within one year of the date on which said law takes effect; and

**WHEREAS**, the Department of Revenue requires 30 days' notice of adoption of sales tax credits and the credit will then take effect on the first day of the month following the 30-day period; and

**WHEREAS**, Chapter 338, Laws of 2019 authorizes the City of Stevenson to issue general obligation or revenue bonds to carry out the purposes of the legislation and to pledge the revenue collected by the local sales and use tax to repay the bonds; and

**WHEREAS**, there exists a Skamania County Homeless Housing Council consisting of area partners such as the Columbia Cascade Housing Corporation, Washington Gorge Action Programs, Skamania County and the City of Stevenson; and

**WHEREAS**, there have been discussions considering cooperative action and pooling public and private resources to address affordable housing needs in Skamania County; however, no decisions have been made at this time; and

**WHEREAS**, the City has determined it is in the best interest of the City and its residents to begin implementation of the tax and then later determine the process for the distribution of the funds collected by a resolution of the Stevenson City Council to meet the requirements of Chapter 338, Laws of 2019.

**NOW, THEREFORE**, the City Council of the City of Stevenson do hereby ordain as follows:

**Section 1. Chapter 3.10 of the Stevenson Municipal Code Established.** A chapter of the Stevenson Municipal Code entitled "Sales and Use Tax for Affordable Housing," to be codified as Stevenson Municipal Code (SMC) Chapter 3.10, is hereby established to read as follows:

**CHAPTER 3.10**  
**SALES AND USE TAX FOR AFFORDABLE HOUSING**

Sections:

- |          |  |
|----------|--|
| 3.10.010 | Imposition of Sales and Use Tax for Affordable Housing |
| 3.10.020 | Purpose of Tax   |
| 3.10.030 | Administration and Collection - Statutory Compliance   |

**Section 2. Regulations Established.** SMC Section 3.10.010, "Imposition of Sales and Use Tax for Affordable Housing," is hereby established to read as follows:

**3.10.10 Imposition of Sales and Use Tax for Affordable Housing**

- A. There is imposed a sales and use tax as authorized by Washington State Legislature Chapter 338, Laws of 2019, which shall be codified in Chapter 82.14 RCW, upon every taxable event, as defined in Chapter 82.14 RCW, occurring within the City of Stevenson. The tax shall be imposed upon and collected from those persons from whom the State sales tax or use tax is collected pursuant to Chapter 82.08 and 82.12 RCW.
- B. The rate of the tax imposed by SMC Section 3.10.010 shall be 0.0073 percent of the selling price or value of the article used.
- C. The tax imposed under SMC Section 3.10.010 shall be deducted from the amount of tax otherwise required to be collected or paid to the Department of Revenue under Chapter 82.08 or 82.12 RCW. The Department of Revenue will perform the collection of such taxes on behalf of the City of Stevenson at no cost to the City.
- D. The Department of Revenue will calculate the maximum amount of tax distributions for the City of Stevenson based on the taxable retail sales in the City in State Fiscal Year 2019, and the tax

imposed under SMC Section 3.10.010 will cease to be distributed to the City of Stevenson for the remainder of any State Fiscal Year in which the amount of tax exceeds the maximum amount of tax distributions for the City as properly calculated by the Department of Revenue. Distributions to the City of Stevenson that have ceased during a State Fiscal Year shall resume at the beginning of the next State Fiscal Year.

**Section 3. Regulations Established.** SMC Section 3.10.020, "Purpose of Tax," is hereby established to read as follows:

### **3.10.20 Purpose of Tax**

- A. The City may use the moneys collected by the tax imposed under SMC Section 3.10.20 or bonds issued only for the following purposes:
  - 1. Acquiring, rehabilitating, or constructing affordable housing, which may include new units of affordable housing within an existing structure or facilities providing supportive housing services under RCW 71.24.385; and
  - 2. Providing the operations and maintenance costs of new units of affordable or supportive housing; and
  - 3. Providing rental assistance to tenants.
- B. The housing and services provided under SMC Section 3.10.020 may only be provided to persons whose income is at or below 60 percent of the median income of the City.
- C. In determining the use of funds under SMC Section 3.10.020, the City must consider the income of the individuals and families to be served, the leveraging of the resources made available under SMC Section 3.10.010, and the housing needs within the City.
- D. The City Administrator must report annually to the Washington State Department of Commerce, in accordance with the Department's rules, on the collection and use of the revenue from the tax imposed under SMC Section 3.10.010.
- E. The tax imposed by the City under SMC Section 3.10.010 will expire 20 years after the date on which the tax is first imposed. The City Administrator shall provide notice to the City Council and the Mayor of the expiration date of the tax each year beginning three years before the expiration date, and shall also promptly notify the City Council and the Mayor of any changes to the expiration date.

**Section 4. Regulations Established.** SMC Section 3.10.030, "Administration and Collection - Statutory Compliance," is hereby established to read as follows:

### **3.10.030 Administration and Collection - Statutory Compliance**

The administration and collection of the tax imposed by Chapter 3.10 shall be in accordance with the provisions of Washington State Legislature Chapter 338, Laws of 2019, which shall be codified in Chapter 82.14 RCW.

**Section 5.** The City Administrator is authorized to provide any necessary notice to the Department of Revenue to effectuate the tax enacted by this ordinance and to execute, for and on behalf of the City of Stevenson, any necessary agreement with the Department of Revenue for the collection and administration of the tax enacted by this ordinance.

**Section 6. Corrections by City Clerk or Code Reviser.** Upon approval of the City Attorney, the City Clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; references to other local, state or federal laws, codes, rules, or regulations; or ordinance numbering and section/subsection numbering.

**Section 7. Severability.** If any section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance.

**Section 8. Effective Date.** This ordinance shall become effective following passage and publication as provided by law.

PASSED by the City Council of the City of Stevenson and approved by the Mayor this 18<sup>th</sup> day of June, 2020.

\_\_\_\_\_  
Mayor of the City of Stevenson

ATTEST:

\_\_\_\_\_  
Clerk of the City of Stevenson

APPROVED AS TO FORM:

\_\_\_\_\_  
Attorney for the City of Stevenson