

**SKAMANIA COUNTY BOARD OF COMMISSIONERS**  
**240 NW Vancouver Ave.**  
**Stevenson, WA 98648**  
**Agenda for Tuesday, July 16<sup>th</sup> & 18<sup>th</sup>, 2024**

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**Commissioner meetings are open to public attendance with limited available seating. If you would like to attend remotely, you may do so by using the following ZOOM login information:**

**To Join by Phone with Audio Only, Dial:** 1 346 248 7799

**Meeting ID:** 889 0632 1210

**Join Zoom Meeting with Audio and Video:** <https://us02web.zoom.us/j/88906321210>

Written comments are accepted until noon on the day before the meeting. If you wish written comments to be listed on the posted agenda, they need to be submitted to the Clerk of the Board by noon on the Wednesday preceding the Tuesday/Wednesday meeting. If written comments are received after noon the day before the meeting, they will be held for the following meeting. Please email comments and public comment questions to the Clerk of the Board at [sackos@co.skamania.wa.us](mailto:sackos@co.skamania.wa.us).

**Please note, when a holiday falls on Monday, the regular meeting is held on Wednesday of that week.**

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9:30 AM Call to Order  
Pledge of Allegiance  
Public Comment (3 minutes)

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 July 9<sup>th</sup>, 2024.
2. Memorandum of Understanding with U.S. Department of Agriculture, Forest Service Washington Office, Service-Wide to define the relationship and duties between the parties in the preparation of an environmental impact statement for the National Old Growth Amendment.
3. Memorandum of Understanding with the Columbia Cascade Housing Corporation for funding from the Affordable Housing fund to help stabilize households with significant rent arrearages at Carson Springs and White Cap Apartments.
4. Interagency agreement with Washington State Administration of the Courts to reimburse the extraordinary judicial, prosecutorial, clerk, court administration and/or defense-related costs of resentencing and vacating sentences related to the Blake decision.
5. Appointment of Elise Howard to the Klickitat-Skamania Developmental Disabilities Advisory Board as a Government representative.
6. Contract amendment #2 with Melody Acosta to extend the date for registered dietician and health education services.
7. Contract amendment #2 with DSHS – Division of Developmental Disabilities to add funding for the period of July 1<sup>st</sup>, 2024 to June 30<sup>th</sup>, 2025.
8. Contract with Gresham Roofing and Construction for roof repairs and/or replacement from the USFS conveyance.
9. Contract with Gresham Roofing and Construction for roof repairs and/or replacement for the Mt. St. Helens House.
10. Contract with Brycer, LLC for Fire Marshall report tracking.
11. Interagency agreement with Washington State Sheriffs and Police Chiefs for a grant to expand Body Worn Cameras programs.

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Note: Agenda subject to change. Times listed are estimates only. The Commission reserves the right to move agenda items as needed during the meeting, and may add and act on any item not included in the above agenda. If necessary, the Board may hold executive sessions on scheduled meeting days. Meeting minutes and audio recordings may be found at [www.skamaniacounty.org](http://www.skamaniacounty.org).

12. Agreement with Washington Auto Theft Prevention Authority for a grant to install ~~traffic radar units for new patrol vehicles~~; six traffic cameras that read license plates and send information to deputies.
13. Adoption of Service Animal Policy.

Voucher Approval

Noxious Weed Updates

BOCC Meeting Updates

10:00 AM Department Head Reports

11:00 AM WA Small Business Development Center updates with Regional Manager & Certified Business Advisor Ron Nielsen and Business Advisor Tessa Bowdish.

Lunch

1:30 PM Forest Service updates with Mt. Adams District Ranger Erin Black

2:30 PM Washington Gorge Action Programs updates with Programs Director Jennifer Pauletto

Recess

**Thursday, July 18<sup>th</sup>, 2024**

3:00 PM Ordinance 2024-02, Amending Title 21 (Zoning) to Adopt Land Use Definitions, Development Standards, and Revising Use Allowances Related to Recreational Facilities

Adjourn

**BOARD OF SKAMANIA COUNTY COMMISSIONERS**  
**Skamania County Courthouse**  
**240 NW Vancouver Ave. Lower Level, Room 18**  
**Stevenson, WA 98648**  
**Minutes for Meeting of July 9<sup>th</sup>, 2024**

The Board met for a staff meeting at 9:00 a.m. in the Commissioners' Meeting Room on Tuesday, July 9<sup>th</sup>, 2024. Commissioners T.W. Lannen, Richard Mahar, and Asa Leckie, Chair, were present. Reports were provided by Probation Officer Chris Wood, Financial Management Administrator Heidi Penner, Senior Services Program Manager Sophie Miller, Human Resources Specialist Cora Zettler, and Clerk of the Board Lisa Sackos. Community Events and Recreation Manager Alex Hays was absent.

The meeting recessed at 9:22 a.m.

The Commissioners' business meeting was called to order at 9:30 a.m. on Tuesday, July 9<sup>th</sup>, 2024, at the Commissioners' Meeting Room, 240 NW Vancouver Avenue in Stevenson, WA with Commissioners Richard Mahar, T.W. Lannen, and Asa Leckie, Chair, present.

The Pledge of the Allegiance was led by Commissioner Asa Leckie, Chair.

There was no public comment.

Commissioner Lannen moved, Commissioner Mahar seconded, and the motion carried unanimously to approve the consent agenda as follows:

1. Minutes for meeting June 11<sup>th</sup>, 2024.
2. Minutes for meeting June 18<sup>th</sup>, 2024.
3. Minutes for meeting June 24<sup>th</sup> – 25<sup>th</sup>, 2024.
4. Minutes for meeting July 2<sup>nd</sup>, 2024.
5. Agreement with One Washington for the Kroger settlement.
6. Agreement with the Washington State Department of Agriculture for a lean-to for the horse barn.
7. Agreement with the Washington State Department of Agriculture for the fairground bathroom restoration project.
8. Agreement with Goodwill of the Olympics and Rainier Regions for training and skills development for program participants.
9. Administrative amendment to the PTD0371 Capital grant from Washington State Department of Transportation to purchase an ADA minivan.
10. Intergovernmental agreement with Port of Cascade Locks to waive bridge toll for Skamania County Transit vehicles crossing the Bridge of the Gods.
11. Authorize the Sheriff's department to purchase a couch for the wellness room.
12. Contract with the Washington Military Department for reimbursement of 9-1-1 coordinator professional development and operational expenses for the Skamania County PSAP.
13. Interagency agreement with Washington Association of Sheriffs and Police Chiefs for the registered sex offender address verification program.

Commissioner Mahar moved, Commissioner Lannen seconded, and the motion carried unanimously to approve vouchers for the period dated July 9<sup>th</sup>, 2024, in the total amount of \$338,759.35 with \$49,305.78 being Current Expense, covering warrant numbers 198913 through 198997.

The Board reported on various meetings they attended.

The meeting recessed at 9:48 a.m. and reconvened the same day at 10:00 a.m. with Commissioners T.W. Lannen, Richard Mahar, and Asa Leckie, Chair, present.

The Board met for Department Head reports:

- David Waymire, Public Works Director, reported on Engineering, County Road, Building Division, Community Development, ER&R, Solid Waste, Information Technology, Building and Grounds, and the Wind River Business Park.
- Tamara Cissell, Community Health Director, reported on Behavioral Health, Public Health, Developmental Disabilities, and Housing.

The Board met with Chris Awwad for the County Forester report.

The meeting recessed at 10:34 a.m. and reconvened the same day at 11:00 a.m. with Commissioners T.W. Lannen, Richard Mahar, and Asa Leckie, Chair, present.

The Board met with the new Department of Ecology Southwest Region Director Bobbak Talebi and VFO Manager Shauna Hanisch-Kirkbride for a meet and greet and to discuss various topics of interest.

The meeting recessed at 11:48 a.m. and reconvened the same day at 2:46 p.m. with Commissioners T.W. Lannen, Richard Mahar, and Asa Leckie, Chair, present.

Commissioner Lannen moved, Commissioner Mahar seconded, and the motion carried unanimously to sign the amended letter of support for Yakama Nation to acquire land on the lower White Salmon River.

The Board met in Executive Session pursuant to RCW 42.30.110(1)(i), for discussion with legal counsel about current or potential litigation with Prosecutor Adam Kick and Clerk of the Board Lisa Sackos present. At 3:25 p.m., the Chair announced the session would be extended for 15 minutes. The session ended at 3:40 p.m.

Commissioner Lannen moved, Commissioner Mahar seconded, and the motion carried unanimously to approve the letter of support to the City of Stevenson regarding the Courthouse Park Plaza Project.

The Board met in Executive Session pursuant to RCW 42.30.110(1)(g) to discuss the qualifications of an applicant for public employment with Prosecutor Adam Kick and Clerk of the Board Lisa Sackos present. The session ended at 3:55 p.m.

Commissioner Mahar moved, Commissioner Lannen seconded, and the motion carried unanimously to adjourn the Skamania County Board of Commissioners meeting for Tuesday, July 9<sup>th</sup>, 2024.

The meeting adjourned at 3:56 p.m.

**ATTEST:**

**BOARD OF COMMISSIONERS  
SKAMANIA COUNTY, WASHINGTON**

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**Asa Leckie, Chairman**

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**Richard Mahar, Commissioner**

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**Lisa Sackos, Clerk of the Board**

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**T.W. Lannen, Commissioner**

**DRAFT**



## COMMISSIONERS' AGENDA ITEM COMMENTARY

<b><u>SUBMITTED BY</u></b>	Commissioners _____ Department _____ Signature _____
<b><u>AGENDA DATE</u></b>	<u>07/16/2024</u> For what meeting? <b>BOCC</b> BOH BOE
<b><u>SUBJECT</u></b>	<u>MOU with USDA FS</u>
<b><u>ACTION REQUESTED</u></b>	<u>Approve the MOU</u>

### **SUMMARY/BACKGROUND**

The National Environmental Policy Act (NEPA), as amended, authorizes Federal agencies to designate Federal, State, Tribal, or local agencies that have jurisdiction by law or special expertise as cooperating agencies (see 42 U.S.C. 4336a(a)(3)). As part of the NEPA process, a State, Tribal, or local agency with special expertise with respect to any environmental issue may become a cooperating agency by agreement with the lead agency (40 CFR 1501.8(a)). The Council on Environmental Quality's NEPA implementing regulations and guidance have emphasized early participation and flexible arrangements to facilitate input from cooperating agencies. Cooperating agency status neither enlarges nor diminishes the decision-making authority of any agency involved in the NEPA process. This MOU does not expand requirements or responsibilities beyond those found in laws and regulations, nor does it require an agency to provide financial assistance to a cooperating agency.

Forest Service land management planning regulations further provide that the agency shall coordinate land management planning with the equivalent and related planning efforts of federally recognized Indian Tribes, Alaska Native Corporations, other Federal agencies, and State and local governments (36 CFR 219.4(b)(1)).

On December 20, 2023, the Forest Service published a notice of intent to prepare an environmental impact statement on a proposal to amend 128 land management plans to conserve and steward old-growth forest conditions on national forests and grasslands. This MOU serves to establish and document cooperating agency relationships with interested local governments with special expertise relevant to the National Old Growth Amendment.

### **FISCAL IMPACT**

None

### **RECOMMENDATION**

By motion action, approve the Memorandum of Understanding with the U.S. Department of Agriculture, Forest Service to define the relationship and duties between the parties in the preparation of an environmental impact statement for the National Old Growth Amendment.

### **ATTACHMENTS**

MOU

## COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number \_\_\_\_\_

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

3. Contractor Information:                      Contractor: WA USDA Forest Service  
    Contact Person: Linda Walker  
    Title: Director of Ecosystem Management Coordination, FS  
    Mailing Address: 201 14<sup>th</sup> St SW  
    Washington, DC 20250-1124  
    Email Address: SM.FS.NFSWONGA@usda.gov

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

Memorandum of Understanding with the U.S. Department of Agriculture, Forest Service to define the relationship and duties between the parties in the preparation of an environmental impact statement for the National Old Growth Amendment.

5. Term of Contract:                      From: Date of Execution      To: June 1<sup>st</sup>, 2028

6. Contract Award Process: (Check appropriate box)

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

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

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

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

7. Amount Budgeted in Current Year:	\$ 0	
Amount Not Budgeted in Current Year	\$ 0	Source: _____
Total Non-County Funds Committed:	\$ 0	Source: _____
Total County Funds Committed:	\$ 0	
TOTAL FUNDS COMMITTED:	\$ 0	

8. County Contact Person:                      Name: Lisa Sackos  
    Title: Clerk of the Board

9. Department Approval:                      \_\_\_\_\_  
    Department Head or Elected Official Signature

10. Special Comments: \_\_\_\_\_

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
SKAMANIA COUNTY  
AND THE  
U.S. DEPARTMENT OF AGRICULTURE, FOREST SERVICE  
WASHINGTON OFFICE, SERVICE-WIDE**

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the County of Skamania, hereinafter referred to as the "Cooperator," and the U.S. Department of Agriculture, Forest Service, Washington Office, hereinafter referred to as the "Forest Service."

**BACKGROUND:** The National Environmental Policy Act (NEPA), as amended, authorizes Federal agencies to designate Federal, State, Tribal, or local agencies that have jurisdiction by law or special expertise as cooperating agencies (see 42 U.S.C. 4336a(a)(3)). As part of the NEPA process, a State, Tribal, or local agency with special expertise with respect to any environmental issue may become a cooperating agency by agreement with the lead agency (40 CFR 1501.8(a)). The Council on Environmental Quality's NEPA implementing regulations and guidance have emphasized early participation and flexible arrangements to facilitate input from cooperating agencies. Cooperating agency status neither enlarges nor diminishes the decision-making authority of any agency involved in the NEPA process. This MOU does not expand requirements or responsibilities beyond those found in laws and regulations, nor does it require an agency to provide financial assistance to a cooperating agency.

Forest Service land management planning regulations further provide that the agency shall coordinate land management planning with the equivalent and related planning efforts of federally recognized Indian Tribes, Alaska Native Corporations, other Federal agencies, and State and local governments (36 CFR 219.4(b)(1)).

On December 20, 2023, the Forest Service published a notice of intent to prepare an environmental impact statement on a proposal to amend 128 land management plans to conserve and steward old-growth forest conditions on national forests and grasslands. This MOU serves to establish and document cooperating agency relationships with interested local governments with special expertise relevant to the National Old Growth Amendment.

**TITLE:** MOU between the Forest Service and the Cooperator for the National Old Growth Amendment (NOGA).

**I. PURPOSE**

The purpose of this MOU is to document a framework for cooperation and to define the relationship and duties between the parties in the preparation of an environmental impact statement (EIS) for the National Old Growth Amendment. This MOU is established to provide coordination, communication, and the exchange of ideas and information between the Forest Service and the Cooperator pursuant to the National Environmental Policy Act and preparation of the required National Old Growth Amendment EIS analysis. The Forest Service and the Cooperator will cooperate in the areas of land management planning and natural resources management, with respect to each entity's regulations, and on matters important to the Cooperator. While the Forest Service recognizes the expertise of the Cooperator in these subjects, this agreement does not preclude the Cooperator from submitting other information, comments, and data pertaining to the National Old Growth Amendment or EIS analysis, including but not limited to the suggestion of alternatives or alternative methods of accomplishing natural resource objectives.



The purpose of this MOU is to document cooperation between the parties to conduct to prepare environmental documents under NEPA for which the Forest Service is the lead agency on National Forest System lands in accordance with the following provisions.

## **II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS**

The creation of this MOU promotes efficiency, coordination, cooperation and disclosure of relevant information during the environmental analysis process and helps to ensure successful completion of analyses in a timely, efficient, and thorough manner.

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

## **III. THE COOPERATOR SHALL:**

- A. Perform the duties of a cooperating agency as provided in 40 CFR 1501.8 for the NOGA environmental analyses for which the Cooperator has special expertise.
- B. Upon request, share with the Forest Service information relevant to the NOGA regarding cooperators' plans or policies with respect to natural-resource-based industries, the economy, culture, and traditional uses.
- C. Upon request, provide the Forest Service relevant information concerning potential effects to the Cooperators' comprehensive plans (or equivalent or related planning efforts).

## **IV. THE FOREST SERVICE SHALL:**

- A. Be responsible for the preparation and content of the EIS and make the NOGA final decision in accordance with the National Forest Management Act implementing regulations (36 CFR 219) and the Council for Environmental Quality's Regulations for Implementing NEPA (40 CFR parts 1500-1508).
- B. Review, and incorporate into the EIS as appropriate, information provided by the Cooperator.
- C. Keep the Cooperator apprised of progress on the NOGA through regularly scheduled cooperating agency meetings to share information and collect feedback.

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

This MOU neither enlarges nor diminishes the decision-making authority of any agency involved in the NEPA process. This MOU does not expand requirements or responsibilities beyond those found in laws and regulations, nor does it require an agency to provide financial assistance to a cooperating agency.

### **A. THE U.S. FOREST SERVICE AND THE COOPERATOR WILL:**

- (1) Cooperate to achieve better outcomes while ensuring legal requirements are met.
- (2) Communicate openly and provide for the timely exchange of information.
- (3) Resolve conflicts at the lowest administrative level.

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

**Principal Contact for the Cooperator:**

*Name:*

*Address:*

*City, State, Zip:*

*Telephone:*

*Email:*

**Principal Contact for the Forest Service:**

*Name:* Linda Walker

*Address:* 201 14th Street SW

*City, State, Zip:* Washington, DC 20250-1124

*Email:* SM.FS.NFSWONGA@usda.gov

- C. NONBINDING AGREEMENT. This MOU creates no right benefit, or trust responsibility, substantive or procedural, enforceable by law or equity. The parties shall manage their respective resources and activities in a separate coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.

Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to a party, then applicable criteria must be met. Additionally, under a prospective agreement, each party operates under its own laws, regulations, and/or policies, and any Forest Service obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable law.

Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

- D. FREEDOM OF INFORMATION ACT (FOIA). Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).
- E. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through **June 1, 2028**, at which time it will expire.

F. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU.

In witness whereof, the parties hereto have executed this MOU as of the last date written below.

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ASA LECKIE  
Skamania County Board of Commissioners, Chair

Date

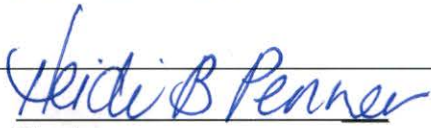
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LINDA WALKER  
Director Ecosystem Management Coordination, Forest Service

Date

*USDA is an equal opportunity provider, employer, and lender.*

COMMISSIONERS' AGENDA ITEM COMMENTARY

<b><u>SUBMITTED BY</u></b>	<u>Finance</u> Department	<u></u> Signature
<b><u>AGENDA DATE</u></b>	<u>07 / 16 /2024</u> For what meeting?	<b>BOCC</b> BOH BOE
<b><u>SUBJECT</u></b>	<u>MOU with Columbia Cascade Housing Corporation</u>	
<b><u>ACTION REQUESTED</u></b>	<u>Approve MOU</u>	

**SUMMARY/BACKGROUND**

On July 2, 2024, the BOCC approved the request from the Columbia Cascade Housing Corporation for funding from the Affordable Housing fund to help stabilize households with significant rent arrearages at the Carson Springs and White Cap Apartments.

**FISCAL IMPACT**

\$47,089

**RECOMMENDATION**

Approve the MOU

**ATTACHMENTS**

Mou  
Copy of July, 2, 2024 approval



**MEMORANDUM OF UNDERSTANDING  
COLUMBIA CASCADE HOUSING CORPORATION**

**I. PARTIES**

This document constitutes an agreement between Skamania County and Columbia Cascade Housing Corporation (CCHC).

**II. PURPOSE**

The purpose of this MOU is to provide \$47,089, to be paid from the Affordable Housing Fund to Columbia Cascade Housing Corporation to be used in a manner to help stabilize households with significant rent arrearages at the Carson Springs and White Cap Apartments.

The funds would allow Columbia Cascade Housing Corporation to write down \$26,019 in arrearages at Carson Springs and \$21,070 in arrearages at White Cap, offering a fresh start to twelve low-income (under 50% of area median income) households and crucial financial support to these properties.

**III. DURATION**

This MOU shall terminate upon receipt of funds from Skamania County to CCHC.

**DATED:** \_\_\_\_\_ **2024.**

**SKAMANIA COUNTY  
BOARD OF COMMISSIONERS**

**COLUMBIA CASCADE HOUSING  
CORPORATION**

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

\_\_\_\_\_  
**Karen Long, Interim Director**

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

\_\_\_\_\_  
**Date**

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

**APPROVED AS TO FORM ONLY:**

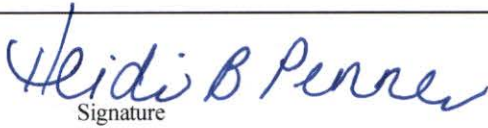
**ATTEST:**

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

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



COMMISSIONER'S AGENDA ITEM COMMENTARY

<b><u>SUBMITTED BY</u></b>	Finance Dept Department	 Signature
<b><u>AGENDA DATE</u></b>	July 9, 2024	
<b><u>SUBJECT</u></b>	Interagency Agreement with AOC for reimbursement for extraordinary expenses related to Blake decision	
<b><u>ACTION REQUESTED</u></b>	Approve agreement – IAA25195	

**SUMMARY/BACKGROUND**

This agreement is for reimbursement of extraordinary judicial, prosecutorial and/or defense-related costs of resentencing and vacating the sentences surrounding the Blake decision.

**FISCAL IMPACT**

Reimbursable from AOC

**RECOMMENDATION**

Approve amendment

**LIST ATTACHMENTS**

Amendment

**COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS**

1. Contract Number \_\_\_\_\_

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

3. Contractor Information: Contractor: Washington State AOC  
Contact Person: Sharon Fogo  
Title: AOC Program Manager  
Address: PO Box 41170  
Address: Olympia, WA 98504-1170  
Phone: 360-819-7305

4. Brief description of purpose of the contract and County's contracted duties: The purpose of this agreement is to reimburse the extraordinary judicial, prosecutorial, clerk, court administration and/or defense-related costs of resentencing and vacating the sentences of individuals who convictions or sentences are affected by the Blake decision.

5. Term of Contract: From: July 1, 2024 To: June 30, 2025

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

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

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

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

7.	Amount Budgeted in Current Year:	\$	
	Amount Not Budgeted in Current Year	\$ 74,901	Source: <u>Reimbursable from AOC</u>
	Total Non-County Funds Committed:	\$	Source: _____
	Total County Funds Committed:	\$	
	TOTAL FUNDS COMMITTED:	\$	

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

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

10. Special Comments:

**INTERAGENCY REIMBURSEMENT AGREEMENT - IAA25195**  
**BETWEEN**  
**WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS**  
**AND**  
**SKAMANIA COUNTY**

This Interagency Reimbursement Agreement ("Agreement") is entered into by and between Washington State Administrative Office of the Courts ("AOC") and Skamania County ("Jurisdiction") to reimburse extraordinary costs of resentencing and vacating sentences as required by *State v. Blake* ("*Blake*"). AOC and Jurisdiction will be known individually as *Party* and collectively as *Parties*.

**I. PURPOSE**

The purpose of this Agreement is to reimburse the extraordinary judicial, prosecutorial, clerk, court administration and/or defense-related costs of resentencing and vacating the sentences of individuals whose convictions or sentences are affected by the *Blake* decision. For Municipalities and Counties, this will include language Engrossed Substitute Senate Bill 5187, Section 114(3) passed by the 2023 Legislature, which includes simple drug possession, to include cannabis and possession of paraphernalia.

**II. REIMBURSEMENT**

- A. Extraordinary Expenses Reimbursement. AOC shall reimburse Jurisdiction up to a maximum of \$74,901 for the extraordinary judicial, clerk, court administration, prosecutorial, and/or defense-related costs of resentencing and vacating the sentences of individuals whose convictions and/or sentences are affected by the *Blake* decision. For Municipalities this will include language from the Engrossed Substitute Senate Bill 5187, Section 114(13), passed by the 2023 Legislature, which includes simple drug possession to include cannabis and possession of paraphernalia.

To be eligible for reimbursement, the Costs must be incurred between July 1, 2024 and June 30, 2025. AOC will not reimburse Jurisdiction Costs incurred after June 30, 2025. AOC may, at its sole discretion, deny reimbursement requests in excess of the amount awarded. If additional funding is or becomes available for these purposes, AOC and Jurisdiction may mutually agree to increase the amount awarded under this Agreement.

- B. General. AOC shall reimburse Jurisdiction for approved and completed reimbursements by warrant or electronic funds transfer within 30 days of receiving a properly completed A-19 invoice and the necessary backup documentation.

### III. PERIOD OF PERFORMANCE

Performance under this Agreement begins on July 1, 2024, regardless of date of execution, and ends on June 30, 2025. The period of performance may be amended by mutual agreement of the Parties.

### IV. TERMS OF REIMBURSEMENT

- A. Jurisdiction shall electronically submit, once per month, its A-19 invoices to [payables@courts.wa.gov](mailto:payables@courts.wa.gov).
- B. Jurisdiction's A-19 invoices must include:
  - 1. Payment documents from Jurisdiction indicating the amounts expended, the recipients, and the date of expenditure;
  - 2. A list of any case numbers associated with the services provided;
  - 3. A breakdown of expenses by judicial, clerk/court administration, prosecutorial, and defense-related costs;
  - 4. Any employee positions supported by Blake related funds, broken down by judicial, clerk/court administration, prosecutorial, and defense-related positions, including name of employee, title, hourly wage of the individual, time spent on *Blake*-related cases and a list of corresponding cause numbers;
  - 5. The unique three-digit court code for the Jurisdiction the work was completed on behalf of must be provided on the A-19. If a Jurisdiction contracts with another jurisdiction to provide court services, then the unique court code for the jurisdiction for which the work was completed must be provided; and,
  - 6. Data, including case numbers and aggregate data on the number and type of cases:
    - a. Vacated under *Blake*;
    - b. Resentenced under *Blake*; and
    - c. Being worked on under *Blake*.

### V. REVENUE SHARING

- A. AOC, in its sole discretion, may initiate revenue sharing. AOC will notify the Jurisdiction no later than May 1, 2025 that AOC intends to reallocate funding among courts in the program and/or to support the Supreme Court's directive for an AOC case vacating team. If AOC determines the Jurisdiction may not spend all monies available under the Agreement or if Jurisdiction declines and/or elects not to participate in the vacating of Blake eligible cases, AOC may reduce the Agreement amount as mentioned above. If AOC determines the Jurisdiction may spend more monies than available under the Agreement and for its scope, AOC may increase the Agreement amount.
- B. If the AOC initiates revenue sharing, then the Jurisdiction must submit the final revenue sharing A-19 to [payables@courts.wa.gov](mailto:payables@courts.wa.gov) between July 12, 2025 and August 1, 2025.

## **VI. AGREEMENT ALTERATIONS AND AMENDMENTS**

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

## **VII. GOVERNANCE**

- A. This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement must be construed to conform to those laws.
- B. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency will be resolved by giving precedence in the following order:
  - 1. Applicable state and federal statutes and rules;
  - 2. This Agreement; and then
  - 3. Any other provisions of the Agreement, including materials incorporated by reference.

## **VIII. WAIVER**

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

## **IX. SEVERABILITY**

If any Party to exercise its rights under this Agreement does not preclude that Party from subsequent exercise of such rights and is not a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the Party and attached to the original Agreement.

## **X. AGREEMENT MANAGEMENT**

The Program Managers/Point of Contacts noted below are responsible for and are the contact people for all communications and billings regarding the performance of this Agreement:

<b>AOC Program Manager</b>	<b>Jurisdiction Program Manager/ Point of Contact</b>
<b>Sharon Fogo</b> Blake Implementation Manager PO Box 41170 Olympia, WA 98504-1170 <u>Sharon.Fogo@courts.wa.gov</u> (360) 819-7305	<b>Heidi Penner</b> Financial Management Administrator PO Box 790 Stevenson, WA 98648 <u>penner@co.skamania.wa.us</u> 509.427.3736

**XI. ENTIRE AGREEMENT**

This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement are considered to exist or to bind any of the Parties to this agreement unless otherwise stated in this Agreement.

**AGREED:**

**Washington State Administrative  
Office of the Courts**

**Jurisdiction**

\_\_\_\_\_  
*Signature*                      *Date*

**Christopher Stanley, CGFM**

\_\_\_\_\_  
*Name*

**Chief Financial and Management  
Officer**

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Signature*                      *Date*

TW Lannen

\_\_\_\_\_  
*Name*

**County Commissioner**

\_\_\_\_\_  
*Title*



Dated this \_\_\_\_ day of \_\_\_\_ 2024.

**ATTEST:**

**BOARD OF COMMISSIONERS  
SKAMANIA COUNTY, WASHINGTON**

\_\_\_\_\_  
Asa Leckie, Chairman

\_\_\_\_\_  
Richard Mahar, Commissioner

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


\_\_\_\_\_  
Tom Lannen, 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 Health Department	Signature 
<b><u>AGENDA DATE</u></b>	BOCC, 07/16/2024	
<b><u>SUBJECT</u></b>	Klickitat-Skamania Developmental Disabilities Advisory Board	
<b><u>ACTION REQUESTED</u></b>	Approval/Signature	

**SUMMARY/BACKGROUND**

The one (1) attached letter has been submitted by the Klickitat-Skamania Developmental Disability Advisory Board requesting that Elise Howard to be appointed as a Government representative. Serving on the Board for a (3) three-year term as set forth in Resolution 2020-39.

**FISCAL IMPACT**

None

**RECOMMENDATION**

Sign

**LIST ATTACHMENTS**

Agenda Commentary  
Letter of Request for appointment from:

Elise Howard

Date: 07/02/2024

Board of County Commissioners  
PO Box 790  
Stevenson, WA 98648

Dear Commissioners:

I would like to serve on the Klickitat-Skamania Developmental Disabilities Advisory Board because:

In my current role working within the county court system, I regularly interact with individuals who are disabled in some capacity or another. I would like to learn how best to support my community in this area and bring support where I am able to.

For this reason, I would like to be appointed to serve on the Klickitat-Skamania Developmental Disabilities Advisory Board.

For this reason, I request that my term be extended for another (3) three years.

By becoming a Developmental Disabilities Advisory Board member is enables me to contribute to crucial discussions regarding how Developmental Disability issues are addressed in Klickitat and Skamania Counties. I feel that my opinions are/will be considered and that the time I spend on the DD Board is valued.

Thank you for the opportunity to make a difference. Please consider my membership with the Klickitat-Skamania Developmental Disabilities Advisory Board.

Sincerely,

Name: Elise Howard


Address: [REDACTED]

North Bonneville

Phone: [REDACTED]

Email: [REDACTED]

**COMMISSIONER'S AGENDA ITEM COMMENTARY**

<b><u>SUBMITTED BY</u></b>	Community Health Department	Signature 
<b><u>AGENDA DATE</u></b>	BOCC 7/16/2024	
<b><u>SUBJECT</u></b>	Melody Acosta Amendment 2 Registered Dietitian	
<b><u>ACTION REQUESTED</u></b>	Signature	

**SUMMARY/BACKGROUND**

Amend this Professional services contract to extend the date for performing services related to Registered Dietician and health education services related to Nutrition, Health, and Obesity to Skamania County residents.

**FISCAL IMPACT**

Up to an additional \$6,000  
Contract-FPHS

Expenditure Contract – Funded by Department of Health

**RECOMMENDATION**

Sign

**LIST ATTACHMENTS**

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

COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number \_\_\_\_\_

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

3. Contractor Information: Contractor: **Melody Acosta**  
Title: Registered Dietician  
Address: 2759 West Prospect Avenue  
Address: Hood River, OR 97031  
Phone: (541) 380-9059

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

Amend this Professional services contract to extend the date for performing services related to Registered Dietician and health education services related to Nutrition, Health and Obesity to Skamania County residents.

5. Term of Contract: From: October 11, 2022 To: **June 30, 2025**

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

- Exempt (Purchase is \$2,500 or less upon order of the Board of Commissioners)
- Informal Bid Process (Formal Quotes between \$2,500 and \$25,000)
- Formal Sealed Bid Process (Purchase is over \$25,000)
- This contract was awarded under RCW 39.29 or Skamania County Code \_\_\_\_\_. Please provide a summary of the competitive process by which this contract was awarded or the exemption and why it applies.

Advertised in the newspaper for this position. No other qualified applicants

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

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

7. Original Contract Amount: \$6,000  
Contract Amendment #1: \$0 Source: Dept. of Health  
Contract Amendment #2: \$6,000 Source: Dept. of Health  
Total County Funds Committed: \$  
TOTAL FUNDS COMMITTED: \$12,000

8. County Contact Person: Name: Allen Esaacson  
Title: Data & Finance Manager

9. Department Approval:   
Department Head or Elected Official Signature

Special Comments: Please email fully executed contract to [melodyacosta86@gmail.com](mailto:melodyacosta86@gmail.com) and copy Kaitlyn Moser – [kmoser@co.skamania.wa.us](mailto:kmoser@co.skamania.wa.us)

**SKAMANIA COUNTY - PROFESSIONAL SERVICE CONTRACT BETWEEN  
SKAMANIA COUNTY  
AND MELODY ACOSTA  
(2022) AMENDMENT 2**

**THIS CONTRACT**, by and between **SKAMANIA COUNTY**, a municipal corporation, hereinafter referred to as the "**COUNTY**", and **MELODY ACOSTA**, 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 **TAMARA CISELL**; provided that changes that require a change in the amount of the contract price, shall require the approval of the Skamania County Board of Commissioners.

**2. INDEPENDENT CONTRACTOR STATUS.**

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



such services.

**3. SERVICES TO BE RENDERED.**

- A. The work to be performed by the **CONTRACTOR** consists of those services that are fully described in the contract documents marked Attachment A, B and C which have been initialed by the parties, attached hereto, and by this reference incorporated herein.
- B. Amendments, modifications, or change orders to this contract must be in writing and signed by the parties designated in this contract to be the contracting officers; provided that, change orders affecting the total contract price must be signed by the Board of Commissioners for the **COUNTY**.

**4. TERMS OF CONTRACT**

The contract shall begin on October 11, 2022 and terminate on ~~June 30, 2023~~ ~~June 30, 2024~~ **June 30, 2025**; 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. PAYMENTS FOR SERVICES.**

- A. The consideration for the services to be performed by the **CONTRACTOR** shall not exceed ~~\$6,000~~ **\$12,000**, including Washington sales tax, and shall be paid as outlined below or in Attachment A.
- B. Payment on the account of the contracted services shall be made not more than monthly, based on submission by the **CONTRACTOR** to the **COUNTY'S** contracting officer of reports and invoices describing the services performed in sufficient detail to enable the **COUNTY'S** contracting officer to adequately determine the services for which payment is sought. Payment is due within thirty (30) days of submission of accepted detailed invoice.
- C. The **CONTRACTOR** agrees that funds received from the **COUNTY** can be expended for only public purposes and the **CONTRACTOR** will keep identifiable financial and performance books and records of all funds received pursuant to this contract from the **COUNTY** detailing the receipts and expenditures of such funds; that these detailed accounting records shall be made available at all reasonable times to any county, state, or federal auditor, whose duties include auditing these funds.

6. **INSURANCE**

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

7. **INDEMNIFICATION**

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

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

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

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

8. **GOVERNING LAW.**

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

9. **ASSIGNABILITY.**

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

10. **EQUAL EMPLOYMENT OPPORTUNITY.**

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

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

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

11. **NONCOMPLIANCE WITH NONDISCRIMINATION PLAN**

In the event of the **CONTRACTOR's** noncompliance or refusal to comply with the above nondiscrimination plan, this contract may be rescinded, canceled or terminated in whole or in part, and the contractor may be declared ineligible for further contracts with the **COUNTY**. The **COUNTY** shall, however, give the **CONTRACTOR** reasonable time to cure this noncompliance. Any dispute may be resolved with the "Disputes" procedure set forth herein.

12. **DISPUTES**

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

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

13. **WAGE AND HOUR COMPLIANCE.**

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

14. **DEFAULT/TERMINATION/DAMAGES.**

- A. The parties hereto agree that **TIME IS OF THE ESSENCE** of this contract.
- B. If the **CONTRACTOR** shall fail to fulfill in a timely manner any of the covenants of this agreement, the **COUNTY** shall have the right to terminate this agreement by giving the **CONTRACTOR** seven (7) day's notice, in writing, of the **COUNTY'S** intent to terminate and the reasons for said termination. And in the event of any such termination the **CONTRACTOR** shall be liable for the difference between the original contract and the replacement or cover contract as well as all administrative costs directly related to the replacement contract; that in such event the **COUNTY** may withhold from any amounts due the **CONTRACTOR** for such work or completed services any balances due the Contractor, and said amounts shall be used to totally or partially offset the **COUNTY'S** damages as a result of the **CONTRACTOR'S** breach to the extent they are adequate.
- C. Either party may cancel the contract, without fault, by giving the other party 14 days written notice.

15. **OWNERSHIP OF WORK PRODUCTS.**

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

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

DATED: 3 July, 2024.

SKAMANIA COUNTY  
BOARD OF COMMISSIONERS

MELODY ACOSTA, RD, MPH



\_\_\_\_\_  
Chairman

7/3/24  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

APPROVED AS TO FORM ONLY:

ATTEST:

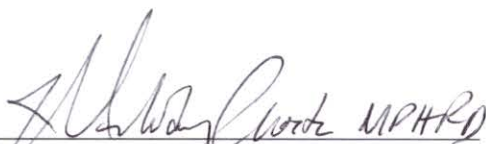
\_\_\_\_\_  
Prosecuting Attorney

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

**ATTACHMENT A  
STATEMENT OF WORK – 2022  
MELODY ACOSTA  
Registered Dietician/Health Educator**

The Contractor will perform services related to Registered Dietician and Health Educator for Skamania County Community Health. Responsibilities are as follows:

- Develop curriculum and provide Registered Dietician and Health Educator services to attendees of Skamania County Community Health’s “Living a Health Life With Chronic Conditions” workshops.
- Contractor will maintain all necessary Washington state licenses and or certificates as a Registered Dietician.
- Contractor will provide health education services to Skamania County residents in the area of Nutrition, Health and Obesity.
- Contractor will perform all other duties agreeable to both parties and within the scope of license and practice.
- Payment is set at \$65.00 per hour. Allowable contracted time shall include time from place of work, which is Stevenson Washington, Community Health Department. No additional payment will be made for travel, per diem or incidental costs. Travel costs (including mileage, lodging and per diem) related to trainings required by County will be paid at government rates to Contractor.

  
\_\_\_\_\_  
Melody Acosta, RD, MPH

7/3/24  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Allen Esaacson  
Data & Finance Manager

7/3/2024  
\_\_\_\_\_  
Date



**Attachment B**  
**HIPAA Business Associate Agreement**

**Definitions:** COUNTY shall mean **Skamania County**  
CONTRACTOR shall mean **Melody Acosta, RD, MPH**

**Obligations & Activities of Business Associate:**

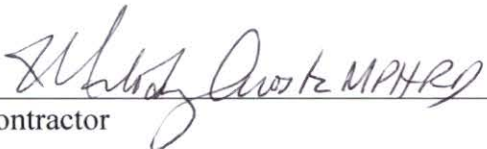
1. CONTRACTOR agrees to not use or disclose Protected Health Information (PHI), as defined in 45 CFR 164.501, other than as permitted or required by the Agreement or as required by law.
2. CONTRACTOR agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement.
3. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of PHI by CONTRACTOR in violation of the requirements of this Agreement.
4. CONTRACTOR agrees to report to COUNTY any use or disclosure of the PHI not provided for by this Agreement of which it becomes aware.
5. CONTRACTOR agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by CONTRACTOR on behalf of COUNTY, agrees to the same restrictions and conditions that apply through this Agreement to CONTRACTOR with respect to such information.
6. CONTRACTOR agrees to make internal practices and records, including policies & procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by CONTRACTOR on behalf of, COUNTY available to the Secretary of the Department of Health & Human Services, in a time and manner as agreed or designated by the Secretary, for purposes of the Secretary determining COUNTY'S compliance with Health Information Portability and Accountability Act (HIPAA).
7. CONTRACTOR agrees to document such disclosures of PHI and information related to such disclosures as would be required for COUNTY to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
8. CONTRACTOR agrees to provide to COUNTY or an individual, in time and manner as agreed, information collected in accordance with this agreement, to permit COUNTY to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
9. CONTRACTOR may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 42 CFR 164.502 (j)(1) and may use PHI for the proper management and administration or to carry out the legal responsibilities of the CONTRACTOR, provided that such use or disclosure would not violate HIPAA.

COUNTY Responsibilities:


1. COUNTY shall notify CONTRACTOR of any limitations in its notice of privacy practices of CONTRACTOR in accordance with 45 CFR 164.520, to the extent that such limitation may affect CONTRACTOR'S use or disclosure of PHI.
2. COUNTY shall notify CONTRACTOR of any changes in, or revocation of, permission by individual to use or disclose PHI, to the extent that such changes may affect CONTRACTOR'S use or disclosure of PHI.
3. COUNTY shall notify CONTRACTOR of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect CONTRACTOR'S use or disclosure of PHI.
4. COUNTY shall not request CONTRACTOR to use or disclose PHI in any manner that would not be permissible under HIPAA if done by COUNTY.

Interpretation:

1. The reference in this Agreement to HIPAA shall mean the latest version in effect or as amended.
2. This agreement shall be amended as is necessary for COUNTY to comply with the requirements and amendments of HIPAA.
3. Any ambiguity in this Agreement shall be resolved to permit COUNTY to comply with HIPAA.

  
Contractor

7/31/24  
Date

  
Allen Esaacson  
Data & Finance Manager

7/31/2024  
Date

Attachment C  
SUSPENSION & DEBARMENT CERTIFICATION

Definitions: COUNTY shall mean **Skamania County**  
CONTRACTOR shall mean **Melody Acosta, RD, MPH**

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:

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

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


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

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

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

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


  
Contractor

  
Allen Esacson  
Data & Finance Manager

7/3/24  
Date

7/3/2024  
Date

**COMMISSIONER'S AGENDA ITEM COMMENTARY**

<b><u>SUBMITTED BY</u></b>	Community Health Department	Signature 
<b><u>AGENDA DATE</u></b>	BOCC, 7/16/2024	
<b><u>SUBJECT</u></b>	DSHS – County Program Agreement for DDA services Amendment #2	
<b><u>ACTION REQUESTED</u></b>	Signature	

**SUMMARY/BACKGROUND**

Amends DSHS – DDA Contract for Developmental Disability services within Skamania & Klickitat Counties for the period of 12/1/2023 – 6/30/2025

**FISCAL IMPACT**

Funding Adds \$361,196.00 to REVENUE CONTRACT.

**RECOMMENDATION**

Sign

**LIST ATTACHMENTS**

Face Sheet  
Agreement  
Exhibit B- Program Agreement Budget



## COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number 2363-48932

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

3. Contractor Information: Contractor: **DSHS – Division of  
Developmental Disabilities**  
Contact Person: Wendi Winchel  
Title: Regional Business Manager  
Address: **PO Box 45315**  
Address: **Olympia WA 98504-5315**  
Phone: **360-725-4264**

4. Brief description of purpose of the contract and County's contracted duties:  
Amends DSHS – DDA Contract for Developmental Disability services within Skamania & Klickitat Counties for the period of 7/1/2023 – 6/30/2025 to add funding for the period of 7/1/2024 – 6/30/2025

5. Term of Contract: **From: 7/1/2023 To: 6/30/2025**

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

- Exempt (Purchase is \$2,500 or less upon order of the Board of Commissioners)  
 Informal Bid Process (Formal Quotes between \$2,500 and \$25,000)  
 Formal Sealed Bid Process (Purchase is over \$25,000)  
 Other Exempt (explain and provide RCW) 39.29

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

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

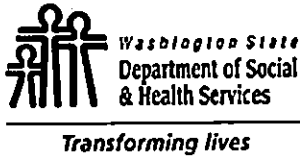
7.

Original Contract Amount:	\$324,487.00	Source: DSHS-DDA
Amendment #1 funds added	\$ 36,697.00	Source: DSHS-DDA
Amendment #2 funds added:	<u>\$361,196.00</u>	Source: DSHS-DDA
TOTAL FUNDS COMMITTED:	<b>\$722,380.00</b>	

8. County Contact Person: Name: Allen Esaacson  
Title: Data & Finance Manager

9. Department Approval:   
Department Head or Elected Official Signature

10. Special Comments: Please email signed contract to Annie Phillips – [annie.phillips@dshs.wa.gov](mailto:annie.phillips@dshs.wa.gov)



## COUNTY PROGRAM AGREEMENT AMENDMENT

DSHS Agreement Number  
2363-48932

Amendment No.  
02

This Program Agreement Amendment is by and between the State of Washington Department of Social and Health Services (DSHS) and the County identified below.

Administration or Division Agreement Number  
Click here to enter text.  
County Agreement Number

DSHS ADMINISTRATION  
Developmental Disabilities  
Admin

DSHS DIVISION  
Division of Developmental  
Disabilities

DSHS INDEX NUMBER  
1238

CCS CONTRACT CODE  
1238

DSHS CONTACT NAME AND TITLE  
Wendi Winchel

DSHS CONTACT ADDRESS  
PO BOX 45315  
Olympia, WA 98504-5315

DSHS CONTACT TELEPHONE  
(360) 725-4264

DSHS CONTACT FAX  
(360) 586-6502

DSHS CONTACT E-MAIL  
winchwa@dshs.wa.gov

COUNTY NAME  
Skamania County  
Skamania-Klickitat County DDA County  
Services

COUNTY ADDRESS  
PO Box 369  
  
Stevenson, WA 98648-

COUNTY FEDERAL EMPLOYER IDENTIFICATION  
NUMBER

COUNTY CONTACT NAME  
Heather Trollier

COUNTY CONTACT TELEPHONE  
(509) 427-3970

COUNTY CONTACT FAX  
(509) 427-0188

COUNTY CONTACT E-MAIL  
trollier@co.skamania.wa.us

IS THE COUNTY A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM  
AGREEMENT?  
No

CFDA NUMBERS

AMENDMENT START DATE  
07/01/2024

PROGRAM AGREEMENT END DATE  
06/30/2025

PRIOR MAXIMUM PROGRAM AGREEMENT  
AMOUNT  
\$361,184.00

AMOUNT OF INCREASE OR DECREASE  
\$361,196.00

TOTAL MAXIMUM PROGRAM AGREEMENT  
AMOUNT  
\$722,380.00

REASON FOR AMENDMENT;  
CHANGE OR CORRECT OTHER: SEE PAGE TWO

**EXHIBITS.** When the box below is marked with a check (4) or an X, the following Exhibits are attached and are incorporated into this Program Agreement Amendment by reference:

Exhibits (specify): Exhibit B1 Program Agreement Budget

This Program Agreement Amendment, including all Exhibits and other documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties as changes to the original Program Agreement. No other understandings or representations, oral or otherwise, regarding the subject matter of this Program Agreement Amendment shall be deemed to exist or bind the parties. All other terms and conditions of the original Program Agreement remain in full force and effect. The parties signing below warrant that they have read and understand this Program Agreement Amendment, and have authority to enter into this Program Agreement Amendment.

COUNTY SIGNATURE(S)

PRINTED NAME(S) AND TITLE(S)

DATE(S) SIGNED

DSHS SIGNATURE

PRINTED NAME AND TITLE

DATE SIGNED

This Program Agreement between the County and the State of Washington Department of Social and Health Services (DSHS) is hereby amended as follows:

1. The **Total Maximum Contract Amount** is hereby increased for FY25 in the amount of \$361,196.00 for a new Contract Amount of \$722,380.00.
2. The period of performance is extended through June 30, 2025.
3. **Section 6. Statement of Work** is revised to include the following language:

t. Partnership Project.

(1) A Job Foundation document will be completed per guidelines for eligible students. Eligible students are DDA clients who were born between:

- (a) For fiscal year 2021 9/1/00 through 8/31/01
- (b) For fiscal year 2022 9/1/01 through 8/31/02
- (c) For fiscal year 2023 9/1/02 through 8/31/03
- (d) For fiscal year 2024 9/1/03 through 8/31/04
- (e) For fiscal year 2025 9/1/04 through 8/31/05

These students currently attending school and have completed an application to participate in this Value Based Payment (VPB) project. The VPB project application will include the following minimum criteria identified in the sample application found at:

[https://www.dshs.wa.gov/sites/default/files/DDA/dda/documents/Job%20Foundation%20Application\\_040720%20%28002%29.docx](https://www.dshs.wa.gov/sites/default/files/DDA/dda/documents/Job%20Foundation%20Application_040720%20%28002%29.docx)

4. **Section 8. Billing and Payment Work** will be replaced with the following language:
  - I. Reimbursement for Partnership project: A claim of \$3,000 per student for each completed Job Foundation document that is at a satisfactory or above rating will be requested through the AWA system as other monthly cost.
  - o. Job Foundation Administration: The County may bill for administration costs as identified in **Exhibit B**. Monthly claims for administration cost will be based on the actual expenditures multiplied by 10%. King, Snohomish and Pierce Counties will use line item 13, all other participating Counties will use line item 14 (OSPI).
5. Exhibit B. **Program Agreement Budget** is hereby replaced with the following Exhibit B1, Program Agreement Budget.

All other terms and conditions of this Program Agreement remain in full force and effect.



## Program Agreement Budget

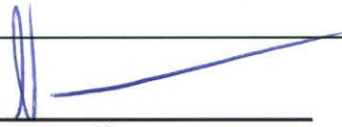
Original Budget                       Budget Revision  
**REVENUES**

Fiscal Year	Fund Source	Original	1 <sup>st</sup> Revision	2 <sup>nd</sup> Revision	3 <sup>rd</sup> Revision
2024	State only	188,603	207,065	207,065	
	Medicaid	135,884	154,119	154,119	
	<b>Total Rev.</b>	<b>\$324,487</b>	<b>\$361,184</b>	<b>\$361,184</b>	<b>\$</b>

Fiscal Year	Fund Source	Original	1 <sup>st</sup> Revision	2 <sup>nd</sup> Revision	3 <sup>rd</sup> Revision
2025	State only			207,180	
	Medicaid			154,016	
	<b>Total Rev.</b>		<b>\$</b>	<b>\$361,196</b>	<b>\$</b>

Account Title / BARS	Job Foundation Funds	PASRR Funds	State Funds	Medicaid Funds	TOTAL
<b>ADMINISTRATION</b> 11, 12, 13, 14	0	1,010	17,469	14,292	32,771
<b>OTHER CONSUMER SUPPORTS</b> 31, 32, 41, 92, 93, 94, 97	0	0	11,817	9,669	21,486
<b>CONSUMER SUPPORT STATE-ONLY</b> 62, 64, 65, 67, 69	0	0	0		0
Child Development 61			47,839		47,839
<b>MEDICAID CLIENTS</b> 62, 64, 65, 67, 69 95, 96	0	10,104	124,498	124,498	259,100
<b>ROADS to COMMUNITY LIVING</b> 62, 64, 65, 67, 69			0	0	0
<b>TOTAL</b>	0	11,114	201,623	148,459	361,196

**COMMISSIONER'S AGENDA ITEM COMMENTARY**

<b><u>SUBMITTED BY</u></b>	<u>Public Works</u>	
	Department	Signature
<b><u>AGENDA DATE</u></b>	<u>7/16/2023</u>	
<b><u>SUBJECT</u></b>	<u>Contract for roofing services</u>	
<b><u>ACTION REQUESTED</u></b>	<u>Approve contract</u>	

**SUMMARY/BACKGROUND**

As we move forward with repair buildings from the USFS conveyance there is a need for roofing repairs and or replacement in some cases. This contract is for the repair of one of those roofs.

**FISCAL IMPACT**

REET funds are budgeted for these repairs

**RECOMMENDATION**

I would recommend the board approve the contract

**LIST ATTACHMENTS**

Contract face sheet  
Contract

**COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS**

1. Contract Number \_\_\_\_\_

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

3. Contractor Information:                      Contractor: Gresham Roofing and Construction  
    Contact Person: Lester Fox  
    Title: Manager  
    Address: P.O. Box 1590  
    Address: Boring, OR  
    Phone: (503)492-7663

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

5. Term of Contract:                      From: July 22, 2024                      To: September 1, 2024

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

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

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

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

7. Budget Committed in Current Year:                      \$30,000                      Source: 3010 Reet Budget  
Amount Not Budgeted in Current Year                      \$  
Total Non-County Funds Committed:                      \$  
Total County Funds Committed:                      \$30,000  
TOTAL FUNDS COMITTED:                      \$30,000

8. County Contact Person:                      Name: David Waymire  
    Title: Public Works Director

9. Department Approval:                      \_\_\_\_\_  
    Department Head or Elected Official Signature

10. Special Comments: \_\_\_\_\_



ESTIMATE	#6851
ESTIMATE DATE	May 18, 2024
TOTAL	\$29,349.00

## Gresham Roofing and Construction

Skamania County -  
 Skamania County -  
 111 Hemlock Rd  
 Carson, WA 98610

### CONTACT US

P.O. Box 1590  
 Boring, OR 97009

☎ (509) 427-3909  
 ✉ davidw@co.skamania.wa.us

☎ (503) 492-7663  
 ✉ info@greshamroofing.com

## ESTIMATE

Services	amount
<p>Roof coating</p> <p>Pressure wash entire metal roof deck to remove any dirt and debris.            Apply seam tape and APOC 581 silicone Roof Patch on seams as needed.            Apply APOC 581 silicone Roof Patch on all exposed screws.            Apply 1 coat of APOC 585 liquid silicone roof membrane topcoat. At 2 gallons per 100 sq ft.            we will clean up and haul away all construction debris from roof project.</p> <p>Warranty: There is a 10-year no leak material warranty from APOC and a 10-year labor warranty from Gresham roofing from any leaks from roof.</p> <p>NOTES: This proposal does not include any dry-rot other than stated above. Any cable, electrical, plumbing or painting work, bond or permits. Our rate is \$68.00 per man hour plus materials.            This proposal may be withdrawn if not accepted within 10 days from date above.</p> <p>Payment:            30% Down Payment Due Upon Bid Acceptance. Remaining Balance Due Upon Completion of Work.            3% Card Payments            5% Late Fee if not Paid Upon Completion.</p>	<p>\$27,000.00</p>
<p>Services subtotal: \$27,000.00</p>	

Subtotal \$27,000.00

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Tax (Wa St 8.7%) \$2,349.00

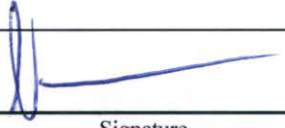
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**Total \$29,349.00**

Respectfully submitted by Lester Fox

lfox@greshamroofing.com | 503-492-7663

**COMMISSIONER'S AGENDA ITEM COMMENTARY**

<b><u>SUBMITTED BY</u></b>	Public Works Department	
<b><u>AGENDA DATE</u></b>	7/16/2023	Signature
<b><u>SUBJECT</u></b>	<u>Contract for roofing services</u>	
<b><u>ACTION REQUESTED</u></b>	Approve contract	

**SUMMARY/BACKGROUND**

As we move forward with repair buildings from the USFS conveyance there is a need for roofing repairs and or replacement in some cases. This contract is for the replacement of one of those roofs.

**FISCAL IMPACT**

REET funds are budgeted for these repairs

**RECOMMENDATION**

I would recommend the board approve the contract

**LIST ATTACHMENTS**

Contract face sheet  
Contract



**COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS**

1. Contract Number \_\_\_\_\_

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

3. Contractor Information: Contractor: Gresham Roofing and Construction  
Contact Person: Lester Fox  
Title: Manager  
Address: P.O. Box 1590  
Address: Boring, OR  
Phone: (503)492-7663

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

5. Term of Contract: From: July 22, 2024 To: September 1, 2024

6. Contract Award Process: (Check appropriate box)

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

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

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

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

7. Budget Committed in Current Year: \$27,000 Source: 3010 Reet Budget  
Amount Not Budgeted in Current Year \$  
Total Non-County Funds Committed: \$  
Total County Funds Committed: \$27,000  
TOTAL FUNDS COMMITTED: \$27,000

8. County Contact Person: Name: David Waymire  
Title: Public Works Director

9. Department Approval: \_\_\_\_\_  
Department Head or Elected Official Signature

10. Special Comments: \_\_\_\_\_





ESTIMATE	#6847
ESTIMATE DATE	May 18, 2024
TOTAL	\$26,804.33

## Gresham Roofing and Construction

Skamania County - Mount St Helen house  
carson, WA

☎ (509) 427-3909  
✉ davidw@co.skamania.wa.us

### CONTACT US

P.O. Box 1590  
Boring, OR 97009

☎ (503) 492-7663  
✉ info@greshamroofing.com

## ESTIMATE

Services	amount
----------	--------

Service - Roof Replacement on 172	\$24,659.00
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Remove existing one layer of wood shingles down to space sheeting.  
 Inspect Install new 1x2 CDX plywood over space sheeting.  
 Install new synthetic roofing felt vapor barrier.  
 Install new T Metal rake edge flashing.  
 Install new 1" x 3" gutter drip edge flashing.  
 Install new Ultimate pipe flashing around all pipe penetrations.  
 Install new weather head at power pole.  
 Install new leading edge starter strip at all gutter and rake edges.  
 Install new Armour stater over leading edge starter at gutter edge  
 Install new IKO Armour shake roofing shingles, installed by using nails and not staples.  
 Install new metal RVO-38 roof vents.  
 Install new flapper vents at all bath and kitchen exhaust fans.  
 Install new matching ridge cap.  
 Install ice and water shield at chimney.  
 Install all new chimney base flashing.  
 All flashing will be baked enamel finished and nails used will be galvanized.  
 All exposed fasteners will be sealed.  
 Clean gutters and haul all debris away

Warranty - Limited lifetime Manufacture IKO Warranty and 10-year Gresham Roofing and Construction Labor Warranty.

NOTES: This proposal does not include any dry-rot other than stated above. Any cable, electrical, plumbing or painting work, bond or permits. Our rate is \$68.00 per man hour plus materials.  
 This proposal may be withdrawn if not accepted within 10 days from date above.

**Payment:**

30% Down Payment Due Upon Bid Acceptance. Remaining Balance Due Upon Completion of Work.

3% Card Payments

5% Late Fee if not Paid Upon Completion.

---

Services subtotal: \$24,659.00

Subtotal \$24,659.00

---

Tax (Wa St 8.7%) \$2,145.33


---

**Total \$26,804.33**

Respectfully submitted by Lester Fox

lfox@greshamroofing.com | 503-492-7663

**COMMISSIONERS' AGENDA ITEM COMMENTARY**

<b><u>SUBMITTED BY</u></b>	Building Division Department	 Signature
<b><u>AGENDA DATE</u></b>	7/16/2024 BOCC	
<b><u>SUBJECT</u></b>	Contract with Brycer, LLC for Fire Marshal report tracking	
<b><u>ACTION REQUESTED</u></b>	<u>Approve and sign the contract with Brycer, LLC</u>	

**SUMMARY/BACKGROUND**

The Compliance Engine (Brycer, LLC) is an internet-based tool for code officials to track and drive code compliance within their jurisdiction. Third party contractors who inspect, test and maintain fire protections systems submit their reports via Brycer's web portal directly to the Skamania County Fire Marshal. This facilitates a more efficient review, tracking and follow-up process with occupants to correct deficiencies and maintain systems therefore creating a safer community.

**FISCAL IMPACT**

None

**RECOMMENDATION**

Approve the contract with Brycer, LLC for Fire Marshal code compliance report tracking

**ATTACHMENTS**

Bryce, LLC Contract

COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number \_\_\_\_\_

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

3. Contractor Information: Contractor: Brycer, LLC  
Contact Person: Nick Immekus  
Title: VP  
Mailing Address: 4355 Weaver Pkwy, Ste 230  
Warrenville, IL 60555  
Email Address: nimmekus@mybrycer.com  
Phone: 1-630-658-7301

4. Brief description of purpose of the contract and County's contracted duties:  
The Compliance Engine (Brycer, LLC) is an internet-based tool for code officials to track and drive code compliance within their jurisdiction. Third party contractors who inspect, test and maintain fire protections systems submit their reports via Brycer's web portal directly to the Skamania County Fire Marshal.

5. Term of Contract: From: July 2024 To: July 2027

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

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

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

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

7. Amount Budgeted in Current Year: \$0  
Amount Not Budgeted in Current Year: \$0 Source: NA  
Total Non-County Funds Committed: \$0 Source: NA  
Total County Funds Committed: \$0  
TOTAL FUNDS COMMITTED: \$0

8. County Contact Person: Name: Arnold Bell  
Title: Building Official / Fire Marshal

9. Department Approval:   
Department Head or Elected Official Signature

10. Special Comments: \_\_\_\_\_

**BRYCER, LLC**  
**4355 Weaver Parkway**  
**Suite 230**  
**Warrenville, IL 60555**

June 5<sup>th</sup>, 2024

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

**Re: "The Compliance Engine"**

Dear Skamania County:

We look forward to providing you with "The Compliance Engine" (the "Solution"). This proposal letter provides the basic terms by which Brycer, LLC ("Brycer") will provide you, Skamania County, with the Solution. The use of the Solution and all matters between Brycer and Client will be subject to the standard "Terms and Conditions" attached to this proposal as Exhibit A. The basic terms are as follows:

1. **Term**: Brycer will provide Client with the Solution for three years, commencing July 15<sup>th</sup>, 2024 (the "Initial Term"). Thereafter, the Term shall automatically renew for successive three-year periods unless terminated by Brycer or Client in writing at least 90 days prior to the expiration of the then current Term (each, a "Renewal Term" and together with the Initial Term, the "Term"). Following the expiration or termination of the Term (as provided in the Terms and Conditions), Client shall stop using the Solution; provided, however, Brycer shall make available, and Client shall have the right to download, Client's data from the Solution for a period of 60 days after the expiration or termination of the Term. Client shall have the right to terminate this agreement upon giving 90 days written notice to Brycer.

2. **Fees**: Client shall not pay any fees for use of the Solution. Brycer will collect all fees due and payable by third party inspectors in connection with activities relating to the Solution.

3. **Brycer Responsibilities**: During the Term, Brycer shall be responsible for the following in connection with Client's use of the Solution:

- **Availability**. Brycer shall make the Solution available to Client as set forth on Exhibit B. The maintenance schedule and minimum service levels for the Solution are set forth on Exhibit B.
- **Service Level**. Brycer shall provide commercially reasonable levels of customer service with respect to the Solution to all third parties who transact business with Client and access the Solution.
- **Backup**. Brycer shall backup the database used in connection with the Solution to a separate server located within the same web hosting firm which the Solution is being hosted on a real time basis. Upon request by Client (which can be no more than once a month) or made prior to or within 60 days after the effective date of termination of the Term, Brycer will make available to Client a complete and secure (i.e. encrypted and appropriately authenticated) download file of Client data in XML format including all schema and attachments in their native format. Brycer shall maintain appropriate administrative,

physical and technical safeguards for protection of the security, confidentiality and integrity of Client data. Brycer shall not (a) modify Client data or (b) disclose Client data except as required by law.

- **Retention of Information.** Brycer will maintain all information entered into the database by third party inspectors for at least five years from the time such information is entered into the database.
- **Notices.** Brycer will be responsible for generating and delivering the following notices to third parties in connection with the Solution: (a) reminders of upcoming inspections that are due; (b) notices that an inspection is past due; and (c) notices of completed inspection reports which contain one or more deficiencies.
- **Call Center** Phone calls by Brycer on behalf of the Client to the property for EACH life-safety system overdue for service based on dates automatically tracked within the TCE database. Brycer is not an agent of the Client and all scripts for the overdue calls will be approved by the Client.
- **Updates and Enhancements.** In the event Brycer releases any updates, corrections, or enhancements to the Solution during the Term, Brycer shall promptly provide such updates or corrections to Client free of any charge or fee.

4. **Client Responsibilities:** During the Term, Client shall be responsible for the following in connection with Client's use of the Solution:

- **Operating System.** Client shall be solely responsible for providing a proper operating environment, including computer hardware or other equipment and software, for any portion of the Solution installed on the Client's equipment (the "Client Access Software") and for the installation of network connections to the Internet. In addition to any other Client Access Software requirements, Client must use version Edge, Firefox version 76, Chrome 60 or Safari (or more recent versions), in addition to having a .pdf reader installed on machines to view attachments.
- **Training.** Client shall allow Brycer at Client's facilities to train all applicable personnel of Client on the use of the Solution.
- **Information.** Client shall promptly provide Brycer with all appropriate information necessary for Brycer to create the database for the Solution, including without limitation: (a) all commercial building addresses within [ Skamania County ] for Brycer's initial upload; and (b) quarterly updates to in a format acceptable to Brycer in its discretion.
- **Enforcement.** Client shall take all actions necessary to require (e.g. resolution, ordinance, fire policy, code amendment) the use of the Solution by third party inspection companies.
- **Reports.** Client will require all compliant and deficient test results to be submitted.

5. **Ownership of Data.** Client owns all the data provided by Client and received from third party contractors for Client. Brycer shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Client's data.

Please acknowledge your acceptance of this proposal and our standard Terms and Conditions by counter-signing this proposal below. We look forward to a long-term and mutually beneficial relationship with you.

Brycer, LLC

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Acknowledged and Agreed to this  
\_\_ day of \_\_\_\_\_, 20\_\_:

[ Skamania County ]

By: \_\_\_\_\_  
Its: \_\_\_\_\_



## Exhibit A

### Terms and Conditions

Any capitalized terms not defined in these Terms and Conditions shall have the meaning assigned to it in that certain Letter Agreement attached hereto by and between Brycer, LLC and Client (the "Agreement").

1. **Restrictions on Use.** Client shall not copy, distribute, create derivative works of or modify the Solution in any way. Client agrees that: (a) it shall only permit its officers and employees (collectively, the "Authorized Users") to use the Solution for the benefit of Client; (b) it shall use commercially reasonable efforts to prevent the unauthorized use or disclosure of the Solution; (c) it shall not sell, resell, rent or lease the Solution; (d) it shall not use the Solution to store or transmit infringing or otherwise unlawful or tortious material, or to store or transmit material in violation of third party rights; (e) it shall not interfere with or disrupt the integrity or performance of the Solution or third-party data contained therein; (f) it shall not reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code which is derived from the Solution (g) it shall not permit anyone other than the Authorized Users to view or use the Solution and any screen shots of the Solution and (h) it shall not disclose the features of the Solution to anyone other than the Authorized Users. Client is responsible for all actions taken by the Authorized Users in connection with the Solution.
2. **Proprietary Rights.** All right, title and interest in and to the Solution, the features of the Solution and images of the Solution as well any and all derivative works or modifications thereof (the "Derivative Works"), and any accompanying documentation, manuals or other materials used or supplied under this Agreement or with respect to the Solution or Derivative Works (the "Documentation"), and any reproductions works made thereof, remain with Brycer. Client shall not remove any product identification or notices of such proprietary rights from the Solution. Client acknowledges and agrees that, except for the limited use rights established hereunder, Client has no right, title or interest in the Solution, the Derivative Works or the Documentation.
3. **Independent Contractor.** Nothing in the Agreement may be construed or interpreted as constituting either party hereto as the agent, principal, employee or joint venturer of the other. Each of Client and Brycer is an independent contractor. Neither may assume, either directly or indirectly, any liability of or for the other party. Neither party has the authority to bind or obligate the other party and neither party may represent that it has such authority.
4. **Reservation of Rights.** Brycer reserves the right, in its sole discretion and with prior notice to Client, to discontinue, add, adapt, or otherwise modify any design or specification of the Solution and/or Brycer's policies, procedures, and requirements specified or related hereto. All rights not expressly granted to Client are reserved to Brycer, including the right to provide all or any part of the Solution to other parties.
5. **Use of Logos.** During the term of this Agreement, Brycer shall have the right to use Client's logos for the purpose of providing the Solution to Client.
6. **Confidential Information.** Brycer and Client acknowledge and agree that in providing the Solution, Brycer and Client, as the case may be, may disclose to the other party certain confidential, proprietary trade secret information ("Confidential Information"). Confidential Information may include, but is not limited to, the Solution, computer programs, flowcharts, diagrams, manuals, schematics, development tools, specifications, design documents, marketing information, financial information or business plans. Each party agrees that it will not, without the express prior written consent of the other party, disclose any Confidential Information or any part thereof to any third party. Notwithstanding the foregoing, the parties acknowledge that Client and Brycer shall be permitted to comply with any all federal and state laws concerning disclosure provided that any such required disclosure will not include any of Brycer's screen shots. The disclosing party shall provide prior written notice of any required disclosure of the nondisclosing party's Confidential Information to the nondisclosing party and shall disclose only the information that is required to be disclosed by law. In the event that Client requests from Brycer any reports or other information for purposes of complying with federal and state disclosure laws, Brycer shall provide such information within five business day following such request. Confidential Information excludes information: (a) that is or becomes generally available to the public through no fault of the receiving party; (b) that is rightfully received by the receiving party from a third party without limitation as to its use; or (c) that is independently developed by receiving party without use of any Confidential Information. At the termination of this Agreement, each party will return the other party all Confidential Information of the other party. Each party also agrees that it shall not duplicate, translate, modify, copy, printout, disassemble, decompile or otherwise tamper with any Confidential Information of the other party or any firmware, circuit board or software provided therewith.
7. **Brycer Warranty.** Brycer represents and warrants to Client that Brycer has all rights necessary in and to any patent, copyright, trademark, service mark or other intellectual property right used in, or associated with, the Solution, and that Brycer is duly authorized to enter into this Agreement and provide the Solution to Client pursuant to this Agreement.
8. **Disclaimer.** All information entered into Brycer's database is produced by third party inspectors and their agents. **THEREFORE, BRYCER SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION ENTERED INTO BRYCER'S DATABASE BY EITHER CLIENT OR THIRD PARTY INSPECTORS. EXCEPT AS SET FORTH IN SECTION 7, BRYCER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOLUTION OR ANY OTHER INFORMATION AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BRYCER'S SOLE LIABILITY FOR BREACH OF THE REPRESENTATION AND WARRANTY SET FORTH IN SECTION 7, AND CLIENT'S SOLE REMEDY, SHALL BE THAT BRYCER SHALL INDEMNIFY AND HOLD RECIPIENT HARMLESS FROM AND AGAINST ANY LOSS, SUIT, DAMAGE, CLAIM OR DEFENSE ARISING OUT OF BREACH OF THE REPRESENTATION AND WARRANTY.**
9. **LIMITATION ON DAMAGES. BRYCER SHALL ONLY BE LIABLE TO CLIENT FOR DIRECT DAMAGES PURSUANT TO THE AGREEMENT. EXCEPT AS OTHERWISE PROVIDED IN SECTION 7, IN NO EVENT SHALL BRYCER BE LIABLE FOR OR OBLIGATED IN ANY MANNER FOR SPECIAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS OR SYSTEM DOWNTIME. CLIENT ACKNOWLEDGES AND AGREES THAT IN NO CASE SHALL BRYCER'S LIABILITY FOR ANY LOSS OF DATA OR DATA INTEGRITY EXCEED THE REPLACEMENT COST OF THE MEDIA ON WHICH THE DATA WAS STORED.**
10. **Risks Inherent to Internet.** Client acknowledges that: (a) the Internet is a worldwide network of computers, (b) communication on the Internet may not be secure, (c) the Internet is beyond the control of Brycer, and (d) Brycer does not own, operate or manage the Internet. Client also acknowledges that there are inherent risks associated with using the Solution, including but not limited to the risk of breach of security, the risk of exposure to computer viruses and the risk of interception, distortion, or loss of communications. Client assumes these risks knowingly and voluntarily releases Brycer from all liability from all

such risks. Not in limitation of the foregoing, Client hereby assumes the risk, and Brycer shall have no responsibility or liability of any kind hereunder, for: (1) errors in the Solution resulting from misuse, negligence, revision, modification, or improper use of all or any part of the Solution by any entity other than Brycer or its authorized representatives; (2) any version of the Solution other than the then-current unmodified version provided to Client; (3) Client's failure to timely or correctly install any updates to the Client Access Software; (4) problems caused by connecting or failure to connect to the Internet; (5) failure to provide and maintain the technical and connectivity configurations for the use and operation of the Solution that meet Brycer's recommended requirements; (6) nonconformities resulting from or problems to or caused by non-Brycer products or services; or (7) data or data input, output, accuracy, and suitability, which shall be deemed under Client's exclusive control.

11. **Indemnity.** Brycer (the "Indemnifying Party") will defend and indemnify Client against any damages, losses, liabilities, causes of action, costs or expenses arising from Brycer's breach of this Agreement, gross negligence or intentional misconduct. Client will defend and indemnify Brycer against any damages, losses, liabilities, costs or expenses (including reasonable attorneys' fees) arising from Client's breach of this Agreement, gross negligence or intentional misconduct. Client acknowledges that Brycer does not create any of the data and information included in the Solution and is not responsible for and does not assess or make any suggestions or recommendations with respect to any such data or information. Client will defend and indemnify Brycer against any damages, losses, liabilities, costs or expenses (including reasonable attorneys' fees), claims, demands, suits or proceedings made or brought against Brycer by a third party in connection with Client's or an Authorized User's use of the Solution, or any action or inaction taken by a third party, including, but not limited to, third party inspectors, in connection with such third party providing services for Client or otherwise at Client's or an Authorized User's request or direction.
12. **Breach.** Brycer shall have the right to terminate or suspend this Agreement, and all of Client's rights hereunder, immediately upon delivering written notice to Client detailing Client's breach of any provision of this Agreement. If Client cures such breach within 5 days of receiving written notice thereof, Brycer shall restore the Solution and Client shall pay any fees or costs incurred by Brycer in connection with the restoration of the Solution.
13. **Illegal Payments.** Client acknowledges and agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift or anything of value from any employee or agent of Brycer in connection with the Agreement.
14. **Beneficiaries.** There are no third party beneficiaries to the Agreement.
15. **Force Majeure.** Neither party shall be responsible for any failure to perform due to unforeseen, non-commercial circumstances beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, earthquakes, blackouts, accidents, or strikes. In the event of any such delay, any applicable period of time for action by said party may be deferred for a period of time equal to the time of such delay, except that a party's failure to make any payment when due hereunder shall not be so excused.
16. **Notices.** All notices required in the Agreement shall be effective: (a) if given personally, upon receipt; (b) if given by facsimile or electronic mail, when such notice is transmitted and confirmation of receipt obtained; (c) if mailed by certified mail, postage prepaid, to the last known address of each party, three business days after mailing; or (d) if delivered to a nationally recognized overnight courier service, one business day after delivery.
17. **JURISDICTION AND VENUE.** THE AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, AND ENFORCEABLE UNDER, THE LAWS OF THE STATE IN WHICH CLIENT EXISTS APPLICABLE TO CONTRACTS MADE IN SUCH STATE AND THAT ARE TO BE WHOLLY PERFORMED IN SUCH STATE WITHOUT REFERENCE TO THE CHOICE-OF-LAW PRINCIPLES OF SUCH STATE. THE PARTIES IRREVOCABLY AGREE THAT ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT ARISING OUT OF OR FROM OR RELATED TO THE AGREEMENT SHALL BE LITIGATED ONLY IN COURTS LOCATED WITHIN THE STATE IN WHICH CLIENT EXISTS. THE PARTIES HEREBY CONSENT AND SUBMIT TO THE EXCLUSIVE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN SAID STATE. THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRANSFER OR CHANGE VENUE OF ANY SUCH ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY ON ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THE AGREEMENT, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.
18. **Attorneys' Fees.** The prevailing party in any proceeding in connection with the Agreement shall be entitled to recover from the non-prevailing party all costs and expenses, including without limitation, reasonable attorneys' and paralegals' fees and costs incurred by such party in connection with any such proceeding.
19. **Entire Agreement.** The Agreement sets out the entire agreement between the parties relative to the subject matter hereof and supersedes all prior or contemporaneous agreements or representations, oral or written.
20. **Amendment.** The Agreement may not be altered or modified, except by written amendment which expressly refers to the Agreement and which is duly executed by authorized representatives of both parties. The waiver or failure by either party to exercise or enforce any right provided for in the Agreement shall not be deemed a waiver of any further right under the Agreement. Any provision of the Agreement held to be invalid under applicable law shall not render the Agreement invalid as a whole, and in such an event, such provision shall be interpreted so as to best accomplish the intent of the parties within the limits of applicable law. The Agreement may be executed by facsimile and in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
21. **Expiration.** The rights and obligations contained in these Terms and Conditions shall survive any expiration or termination of the Agreement.

## **Exhibit B**

### **Maintenance Schedule and Minimum Service Levels**

1. **Uptime and Maintenance.**

The Solution shall be available 24 hours per day during the term of this Agreement. The Solution shall be fully functional, timely and accessible by Client at least 99.5% of the time or better and Brycer shall use reasonable efforts to provide Client with advance notice of any unscheduled downtime.

2. **Response Time.**

Brycer shall respond to telephone calls from Client within two hours of the call and/or message and all emails from Client within two hours of the receipt of the email.

3. **Customer Support**

Customer support hours are 24/7/365. The number is 630-413-9511

Brycer will assign client a dedicated customer representative with direct access to their email and work number.



## Helpful FAQs for Presenting to Fire Chief and Public Officials What do they want to know about The Compliance Engine (TCE)?

Based on 950+ successful adoptions of The Compliance Engine, the following six questions are most asked by Fire Chiefs and Public Officials (Mayor or City or Village Manager) when discussing adoption of The Compliance Engine:

### **1) What is the cost of The Compliance Engine?**

There is zero cost for any aspect of using The Compliance Engine (setup, training, ongoing service) for either the Department or the municipality. In fact, there is savings from its usage in terms of administrative time saved and reductions in false alarm activity from fewer system malfunctions.

### **2) How does The Compliance Engine get paid for?**

Contractors submitting reports pay a fee of \$20. Brycer does not charge per riser and/or flow switch. There is no upfront or additional cost. Contractors earn money due to the increased inspection and maintenance activity provided by TCE and code compliance. Building owners are not required to perform any additional inspections or maintenance that is not already required by code.

### **3) Isn't this an added cost to the contractors?**

No. Contractors receive several benefits from utilizing The Compliance Engine (TCE) – the primary being it drives revenues for them and creates a larger overall market opportunity. From Brycer's experience and conversation with contractors currently using The Compliance Engine, the potential revenue increase from inspection and maintenance revenue far outweighs the filing fee paid. Using Brycer's notification feature (renewal, overdue, and deficiency), contractors have more of an assurance that inspections and maintenance work will be scheduled and performed consistently per the code. Contractors receive a 9-1 return on their investment. TCE has over 15,000 contractor's users nationwide already participating while also earning partnerships with 800+ AHJ's nationwide. The Compliance Engine is a win-win for all parties involved: our Department, contractors, premise owners, and the community.

### **4) Isn't this an added cost on the properties?**

No, the fee is charged to the contractors that inspect, test and maintain fire and life safety systems. As The Compliance Engine has proven, contractors have witnessed a return on this minimal investment, and jurisdictions are realizing a safer community due to compliance. Brycer's education of the contractor marketplace includes the net benefits of use of The Compliance Engine, which assists in preventing a pass through of costs. Additionally, use of The Compliance Engine will benefit municipalities in reducing false alarm activity, which will positively impact properties on their taxes and their property insurance premiums/policies. It is additional information which assist with ISO reviews and ratings as well.

### **5) What is needed by us (the AHJ) to have reports submitted ... an ordinance, internal policy, etc.?**

To save time and cost by streamlining our reporting process, we need to make it a requirement that reports be submitted through The Compliance Engine. Brycer does not dictate how we establish such a requirement. In the 2015 IFC, the AHJ can use code section 107.3 Recordkeeping. This section states the "fire code official can prescribe the forma and format of such recordkeeping". What Brycer then becomes, is that form and format of



such recordkeeping. In the 2018 IFC, the code section we use is 108.3 Recordkeeping. Some of Brycer's clients have made submission mandatory via an internal policy (i.e. lock box), department resolutions and/or local ordinances. In the 2021 IFC, code section 109.3 Recordkeeping has same language as 15' and 18' IFC language.

With a mandatory, streamlined process that still allows contractors to use their own inspection forms, we gain better visibility into which buildings are compliant and which ones are not. This will allow us to immediately focus on the non-compliant buildings. If the submitted inspection data is not streamlined into and managed in one database, it will become extremely difficult for us to ensure the quality of code compliance across the life safety systems within our premises and jurisdiction.

Accurate, real-time knowledge of code compliance creates fewer false alarms, greater confidence of response in the event of an incident, and improved life safety for our first responders, property owners, and the community as a whole.

**6) *What are the next steps to implement The Compliance Engine [after the Chief and/or Mayor and/or Village Manager provide buy-in]?***

- Define how we will require submission of all reports via The Compliance Engine and obtain legal review if necessary. Typically, the most delays occur when involving any type of legal review, so it is best to get started as soon as possible. Note: Brycer has examples of currently enacted ordinance language that it can share.
- Brycer will take an extraction of our premise data from our records management system (such as Firehouse or Image Trend]. This is a very quick process (15-20 minutes) and is done seamlessly. If we don't have a records management system, Brycer can take an excel file containing premise information and upload that data into The Compliance Engine. Brycer's product development and customer service teams will work with us Bureau to ensure the data is accurate and clean, to ensure reporting efficiency once the system goes live.
- Review, approval, and sign-off of the Brycer Service Level Agreement, which specifies our access to data within The Compliance Engine, as well as the terms and conditions of service. Brycer has found it most successful when this Agreement is provided to our attorneys for the Fire Department as soon as possible, as they may have certain vendor addendums that may need to be added.
- Review and approval (or edit) of the template notifications to be sent out via The Compliance Engine. The notifications are the renewal, overdue and deficiency notification.
- Review and approval (or edit) of the letter / email to be sent to contractors informing them of the Department's implementation of The Compliance Engine and the passing of the ordinance. Brycer will send this letter/email on our letterhead to all contractors operating within our jurisdiction.
- Brycer will schedule an extensive training session for any users of The Compliance Engine, prior to going live.





## THE COMPLIANCE ENGINE

The Compliance Engine is a simple, internet-based tool for code officials to track and drive code compliance, reduce false alarm activity and provide a safer community. It provides a secure cloud environment in which third party contractors who inspect, test and maintain fire protections systems, submit their reports via Brycer's (The Compliance Engine) web portal directly to the AHJ. This facilitates a more efficient review, tracking and follow-up process with occupants to correct deficiencies and maintain systems. In addition to the web-based technology, our services include a team to administer hard and soft copy notifications, build your database and perform follow up calls to help increase testing and maintenance activity in each jurisdiction. The end result is a comprehensive and accurate aggregation of data around which buildings have what types of systems, when they were last tested, and if there are any open deficiencies that could jeopardize their successful deployment in the event of an incident. With The Compliance Engine, AHJs are better equipped to do more with less in their mission to drive 100% code compliance with fire and life safety laws.

### Current Landscape

- 40% of life safety systems go uninspected or maintained every year
- 32.5% of false alarms are due to lack of maintenance and testing
- 29% of fire code official-s time is spent administering 3rd Party ITM reports
- 95% of AHJs do not have the resources to enforce their adopted fire code
- Current process is manual, paper based, reactionary, inefficient and expensive

### The Compliance Engine Benefits

- Drives 100% compliance with fire & life safety code
- Electronically collects, organizes and tracks fire and life safety test results
- Offers API Services with RMS and software inspection companies
- Maximizes limited resources, saves time and streamlines communication
- Built to ensure a safer environment for firefighters, citizens and guests
- Saves AHJs money while strengthening life safety and offers cost recovery

### Revenue Model

- Free for AHJs (revenue share/cost recovery model also available to AHJ's)
- No charge to the building owners
- Fee paid by 3rd party contractors on per system, per premises basis (ITM's).
- Delivers compliance resulting in new business and maintenance revenue for 3rd party contractors
- Endorsed by IKECA and the Western Fire Chiefs Association

Learn more at [www.thecomplianceengine.com](http://www.thecomplianceengine.com) or 630.413.9511

Collect. Connect. Comply.


## NOTABLE NATIONAL PARTNERS



Los Angeles, CA  
Chicago, IL  
Houston, TX  
Phoenix, AZ  
San Jose, CA  
Austin, TX  
Seattle, WA  
Albuquerque, NM  
Kansas City, MO  
Colorado Springs, CO  
Raleigh, NC  
Long Beach, CA  
State of Nevada  
Corpus Christi, TX  
Greensboro, NC  
Laredo, TX  
Boise, ID  
Tacoma, WA  
State of Mississippi  
State of Maryland  
San Diego, CA  
Flagstaff, AZ  
Naperville, IL  
Syracuse, NY  
Scottsdale, AZ  
Fort Lauderdale, FL  
Oklahoma City, OK  
Harris County, TX  
Boulder, CO



COMMISSIONER'S AGENDA ITEM COMMENTARY

<b><u>SUBMITTED BY</u></b>	<u>Sheriff/Jail</u> Department	 Signature
<b><u>AGENDA DATE</u></b>	<u>July 16<sup>th</sup>, 2024</u>	
<b><u>SUBJECT</u></b>	<u>WASPC Body Worn Camera Grant</u>	
<b><u>ACTION REQUESTED</u></b>	<u>Approval of Grant</u>	

**SUMMARY/BACKGROUND** Washington Association of Sheriffs and Police Chiefs (WASPC) Body Worn Camera Grant program to assist law enforcement agencies to expand body worn camera programs.

**FISCAL IMPACT** No Change for Sheriff/Jail

**RECOMMENDATION** Approve WASPC Grant

**LIST ATTACHMENTS** Copy of The Body Worn Camera (BWC) Grant Program Agreement No: BWC-25-11

## COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number BWC-25-11

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

3. Contractor Information: Contractor: WASPC  
Contact Person: Sydney Hansen  
Title: BWC Program Coordinator  
Address: 3060 Willamette Dr NE  
Address: Lacey, WA 98516  
Phone: 360-486-2402

4. Brief description of purpose of the contract and County's contracted duties:  
BWC Grant to Assist Law Enforcement Agencies expand BWC Programs

5. Term of Contract: From: July 1, 2024 To: June 30<sup>th</sup>, 2025

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

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

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

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

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

8. County Contact Person: Name: Summer Scheyer  
Title: Sheriff/Skamania County

9. Department Approval:   
Department Head or Elected Official Signature

10. Special Comments: \_\_\_\_\_

**WASHINGTON ASSOCIATION OF SHERIFFS AND POLICE CHIEFS  
INTERAGENCY AGREEMENT—SPECIFIC TERMS AND CONDITIONS**

**BODY-WORN CAMERA (BWC) GRANT PROGRAM FY 2025**

**OVERVIEW:**

The Washington State Legislature, via budget proviso in the 2023 Legislative Session (see [ESSB 5187](#)), allocated \$1,600,000 to the Washington Association of Sheriffs and Police Chiefs (WASPC) for 2023-2025 biennium, for a body-worn camera grant program in order to assist law enforcement agencies to establish and expand body-worn camera programs. The funds are to be distributed to local law enforcement agencies to fund the following:

- the initial purchase, maintenance, and replacement of body-worn cameras;
- ongoing costs related to the maintenance and storage of data recorded by body-worn cameras;
- costs associated with public records requests for body-worn camera footage

**AGREEMENT:**

This AGREEMENT is entered into by and between the **WASHINGTON ASSOCIATION OF SHERIFFS AND POLICE CHIEFS** (hereinafter referred to as WASPC) and the **SKAMANIA COUNTY SHERIFF'S OFFICE** (hereinafter referred to as the RECIPIENT).

<b>Award Recipient Name and Address:</b> Skamania County Sheriff's Office 200 Vancouver Ave Stevenson, WA 98648	<b>Agency Contact:</b> <b>Title:</b> Sheriff Summer Scheyer <b>Email:</b> summers@co.skamania.wa.us <b>Phone:</b> 509-427-22966
<b>Project Title:</b> Body-Worn Camera Grant Program FY 2025	<b>Funding Cycle:</b> July 1, 2024 – June 30, 2025
<b>Agreement No:</b> BWC-25-11	<b>Funding Authority:</b> WA Association of Sheriffs and Police Chiefs
<b>Grant Award:</b> \$29,402.13	<b>Service Area:</b> Skamania County

The WASPC point of contact for the Body-Worn Camera Grant Program is Sydney Hansen, Program Coordinator, 360-486-2402 or [shansen@waspc.org](mailto:shansen@waspc.org).

**FUNDING SOURCE:**

Funding for this AGREEMENT is provided to WASPC through the Criminal Justice Training Commission from the State of Washington. These are state funds allocated by the Washington State Legislature. Funding awarded the RECIPIENT shall not exceed the amount shown above.

**SCOPE OF WORK:**

Grant recipient shall:

- Use agency procurement procedures for the one-time purchase of body-worn cameras in the amount of \$11,886.85 (13 cameras).
- Use agency procurement procedures for one-year (July 1, 2024-June 30, 2025) costs of the AXON body-worn camera contract (Core Bundle) in the amount of \$17,515.28.

Grant funds may not be used to purchase tasers or any other bundled contract items not associated with body-worn cameras.

Grant funds must be utilized, and all items purchased must be received on or before June 30, 2025, in compliance with the State Administrative and Accounting Manual.

[https://ofm.wa.gov/sites/default/files/public/legacy/policy/SAAM\\_24A-03\\_2024\\_06\\_01.pdf](https://ofm.wa.gov/sites/default/files/public/legacy/policy/SAAM_24A-03_2024_06_01.pdf)

**DATA COLLECTION AND REPORTING:**

The Body-Worn Camera Grant Report form (link below) shall be completed by July 15, 2025.

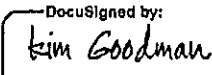
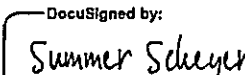
<https://waspc.formstack.com/forms/2025waspcbwcgrantreport>

**INVOICES FOR REIMBURSEMENT:**

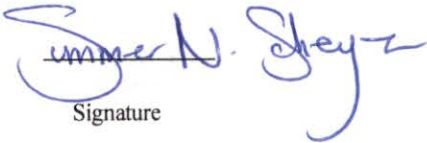
Requests for reimbursement shall be included in the BWC Grant Report and must include a completed and signed A-19 and any applicable receipts. Requests for reimbursement shall be submitted by July 15, 2025.

**SIGNATURE:**

IN WITNESS WHEREOF, WASPC and RECIPIENT acknowledge and accept the terms of this AGREEMENT and attachments hereto, and in witness whereof have executed this AGREEMENT as of the date and year written below. The rights and obligations of both parties to this AGREEMENT are governed by the information on this Award Sheet and Letter and other documents incorporated herein.

<p><b>For WASPC</b></p> <p>Name: Kim Goodman  Title: Chief of Staff  Agency: Washington Association of Sheriffs &amp; Police Chiefs  Date: 6/18/2024</p>	<p><b>For RECIPIENT</b></p> <p>Name: Summer Scheyer  Title: Sheriff  Agency: Skamania County Sheriff's Office  Date: 6/18/2024</p>
<p>Signature: </p> <p><small>206109CCD4184ES...</small></p>	<p>Signature: </p> <p><small>13875081181C4PS...</small></p>

**COMMISSIONER'S AGENDA ITEM COMMENTARY**

<b><u>SUBMITTED BY</u></b>	<u>Sheriff's Office</u>	 Signature
<b><u>AGENDA DATE</u></b>	Department <u>July 16<sup>th</sup>, 2024</u>	
<b><u>SUBJECT</u></b>	<u>WATPA Grant</u>	
<b><u>ACTION REQUESTED</u></b>	Authorize the Sheriff's Office to accept the WATPA Grant	

**SUMMARY/BACKGROUND**

The WATPA grant is for six flock cameras in strategic places within the county. The cameras identify stolen vehicles, wanted persons associated, Amber alerts, criminals associated with identified vehicles.

**FISCAL IMPACT**

The funding will provide for the greater amount of installation and operations of the system for two years.

**RECOMMENDATION**

By motion action, approve the acceptance of the WATPA grant to move forward with the installation of the camera system.

**LIST ATTACHMENTS**

See attached list:.

COUNTY FACE SHEET FOR CONTRACTS/LEASES/AGREEMENTS

1. Contract Number \_\_\_\_\_

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

3. Contractor Information: Contractor: Washington Association of Sheriff’s & Police Chiefs  
Contact Person: Brian Jeter  
Title: Executive Director  
Address: 3060 Willamette Drive NE  
Address: Lacey, WA 98516  
Phone: 253-677-8576

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

5. Term of Contract: June 1<sup>st</sup> 2024 From: To: June 30<sup>th</sup> 2025

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

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

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

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

7. Amount Budgeted in Current Year: \$ 24,195.00  
Amount Not Budgeted in Current Year \$ 15,705.00 Source: County  
Total Non-County Funds Committed: \$ 24,195.00 Source: WA Ass. Of Sheriff’s & Police Chief’s  
  
Total County Funds Committed: \$ 24,195.00  
TOTAL FUNDS COMITTED: \$ 39,900.00

8. County Contact Person: Name: Tracy Wyckoff  
Title: Undersheriff

9. Department Approval: \_\_\_\_\_  
Department Head or Elected Official Signature

10. Special Comments: This Grant has been approved by WA ST. Sheriff’s and Police Chief’s. This will fund the installation of 6 traffic cameras that read license plates and send information to deputies related to stolen vehicles, wanted persons etc.

**WASHINGTON AUTO THEFT PREVENTION AUTHORITY**  
WASHINGTON ASSOCIATION OF SHERIFFS AND POLICE CHIEFS

July 9, 2024

Skamania County Sheriff's Office  
PO Box 790  
Stevenson, WA 98648

I am pleased to inform you that Washington Auto Theft Prevention Authority (WATPA) Board of Directors has approved the **Skamania County Sheriff's Office** grant application for funding of **Equipment & Technology**. The award is in the amount of **\$24,195.00**. The grant award is effective **June 1, 2024 and expires on June 30, 2025**. This award is a one-time event and does not imply or promise availability of funds for replacement or continuation of funding after June 30, 2025.

Enclosed is an award agreement. This agreement is to be signed and returned to WATPA. No funds will be reimbursed until the signed agreement is received. Expenditures prior to the award effective date or after the grant expiration date are not authorized and will not be reimbursed. All grant awards are subject to Grant Policies and Procedures of the Washington Auto Theft Prevention Authority. Costs will be paid on a reimbursement basis. Your agency will be reimbursed for actual expenses only up to the limit of the award categories. All grantees must sign the attached non-supplanting agreement before reimbursement can begin. Also, please note that reimbursement requests by grant recipients will only be processed upon receipt of current semi-annual reports by the WATPA office. The semi-annual report form is available on the WATPA website, [www.WaAutoTheftPreventionAuthority.org](http://www.WaAutoTheftPreventionAuthority.org)

If you have any questions, please contact me at Phone: 253-677-8576 E-mail: [bjeter@waspc.org](mailto:bjeter@waspc.org)

Sincerely,



Bryan Jeter, Executive Director  
Washington Auto Theft Prevention Authority



**AGREEMENT BETWEEN SKAMANIA COUNTY SHERIFFS OFFICE AND THE  
WASHINGTON AUTO THEFT PREVENTION AUTHORITY**

*AUTO THEFT PREVENTION GRANT PROGRAM AWARD AGREEMENT*

Award Recipient Name and Address:

**Skamania County Sheriff's Office**

**PO Box 790**

**Stevenson, WA 98648**

Award Period:

**06/1/2024 - 06/30/25**

Amount Approved

**\$24,195.00**

Funding Authority:

**WASHINGTON AUTO THEFT**

**PREVENTION AUTHORITY**

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Requests for reimbursement under this agreement are subject to the following Budget:

**TRAVEL/TRAINING**

**\$2,875.00**

**EQUIPMENT & TECHNOLOGY**

**\$21,320.00**

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IN WITNESS WHEREOF, the WATPA and RECIPIENT acknowledge and accept the terms of this AGREEMENT and attachments hereto, and in witness whereof have executed this AGREEMENT as of the date and year last written below. The rights and obligations of both parties to this AGREEMENT are governed by the information on this Award Sheet and other document incorporated herein by reference: Non-Supplanting Declaration.

**WATPA**

**RECIPIENT**

*Name*

/ Bryan Jeter

*Title:* WATPA, Executive Director

*Name*

/

*Title:*

*Date:*

*Date:*

# WATPA

## Non-supplanting Declaration

### Supplanting

WATPA funds must be used to supplement existing funds for program activities and must not replace those funds that have been appropriated for the same purpose (RCW 46.66.080 (5)). Supplanting shall be the subject of application review, as well as pre-award review, post-award monitoring, reimbursement and audit. If there is a potential presence of supplanting, the applicant or grantee will be required to supply documentation demonstrating that the reduction in non-WATPA resources occurred for reasons other than the receipt or expected receipt of WATPA funds.

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The Skamania County Sheriff (Applicant Agency) certifies that any funds awarded through **WATPA** shall be used to supplement existing funds for program activities and will not replace (supplant) non-WATPA funds that have been appropriated for the purposes and goals of the grant.

The Skamania County Sheriff off. (Applicant Agency Chief or designee) understands that supplanting violations may result in a range of penalties, including but not limited to suspension of future funds under this program, suspension or debarment from **WATPA** grants, recoupment of monies provided under this grant, and civil and/or criminal penalties.

Printed Name and Title: SUMMER N. SCHEYER - SHERIFF

Signature: Summer N. Scheyer Date: 07/10/2024

**Flock Safety + WA - Skamania  
County SO**

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Flock Group Inc.  
1170 Howell Mill Rd, Suite 210  
Atlanta, GA 30318

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**MAIN CONTACT:**  
Mack Larkin  
mack.larkin@flocksafety.com  
3603942071

Created Date: 06/11/2024  
Expiration Date: 07/31/2024  
Quote Number: Q-86161  
PO Number:

**flock safety**

# flock safety

## Budgetary Quote

This document is for informational purposes only. Pricing is subject to change.

Bill To: 200 Vancouver Ave Stevenson, Washington 98648

Ship To: 200 Vancouver Ave Stevenson, Washington 98648

Billing Company Name: WA - Skamania County SO

Billing Contact Name:

Billing Email Address:

Billing Phone:

Subscription Term: 24 Months

Payment Terms: Net 30

Retention Period: 30 Days

Billing Frequency: Total Contract Billed at Signing

### Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
<b>Flock Safety Platform</b>			<b>\$18,000.00</b>
<b>Flock Safety Flock OS</b>			
FlockOS™ - Essentials	Included	1	Included
<b>Flock Safety LPR Products</b>			
Flock Safety Falcon®	Included	6	Included

### Professional Services and One Time Purchases

Item	Cost	Quantity	Total
<b>One Time Fees</b>			
<b>Flock Safety Professional Services</b>			
Professional Services - Standard Implementation Fee	\$650.00	6	\$3,900.00
			Estimated Tax: \$3,072.30
			<b>Contract Total: \$39,900.00</b>

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This is not an invoice - this document is a non-binding proposal for informational purposes only. Pricing is subject to change.

Billing Schedule	Amount (USD)
Total Contract Due at Signing	\$39,900.00

\*Tax not included

## Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

## FlockOS Features & Description

FlockOS Features	Description
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety Falcon® LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state.
Nationwide Network (License Plate Lookup Only)	With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just their devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations.
Law Enforcement Network Access	The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Map-based interface that consolidates all data streams and the locations of each connected asset, enabling greater situational awareness and a common operating picture.
Real-Time NCIC Alerts on Flock ALPR Cameras	Receive automated alerts when vehicles entered into established databases for missing and wanted persons are detected, including the FBI's National Crime Information Center (NCIC) and National Center for Missing & Exploited Children (NCMEC) databases.
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

**ATTEST:**

**BOARD OF COMMISSIONERS  
SKAMANIA COUNTY, WASHINGTON**

\_\_\_\_\_  
Asa Leckie, Chairman

\_\_\_\_\_  
Richard Mahar, Commissioner

\_\_\_\_\_  
Lisa Sackos, Clerk of the Board

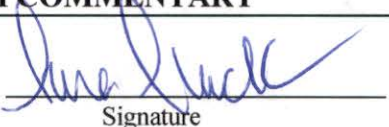
\_\_\_\_\_  
T.W. Lannen, Commissioner

**Approved as to form only:**

\_\_\_\_\_  
Adam Kick,  
Skamania County Prosecuting Attorney

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

**COMMISSIONER'S AGENDA ITEM COMMENTARY**

<b><u>SUBMITTED BY</u></b>	<u>Human Resources</u> Department	 Signature
<b><u>AGENDA DATE</u></b>	July 16th, 2024	
<b><u>SUBJECT</u></b>	<u>Proposal for Service Animal Policy Approval</u>	
<b><u>ACTION REQUESTED</u></b>	<u>Adoption of Service Animal Policy</u>	

**SUMMARY/BACKGROUND**

The Service Animal Policy has been developed to ensure compliance with the Americans with Disabilities Act (ADA) and provide clear guidelines for the use of service animals on our premises. The policy aims to create an inclusive environment for individuals with disabilities who rely on service animals while maintaining the health and safety of all staff. This policy outlines the rights and responsibilities of service animal handlers, defines acceptable behavior for service animals, and provides protocols for staff to verify and accommodate service animals.

**FISCAL IMPACT**

No impact

**RECOMMENDATION**

We recommend that the board of commissioners approve the Service Animal Policy and rescind all previous service animal policies. By adopting this new policy, we will ensure compliance with the Americans with Disabilities Act (ADA) and provide a safe and inclusive environment for individuals with disabilities who rely on service animals. This policy establishes clear guidelines for service animal handlers, service animal behavior, and staff protocols.

**LIST ATTACHMENTS**

- Service Animal Policy
- ADA Service Animal Approval form
- MH-Provider form
- Animal Accommodation Acknowledgment and Waiver of Liability Form



## Service Animal Policy

In compliance with the Americans with Disabilities Act (ADA), Skamania County accommodates employees with disabilities who require the assistance of a service animal. To request accommodation, employees must contact the Human Resources (HR) department and complete the necessary documentation. All service animals must be registered with HR.

A service animal is defined as an animal individually trained to do work or perform tasks for the benefit of an employee with a disability. Service animals are not considered pets. The ADA requires that all service animals be licensed, vaccinated against rabies and other common diseases, and wear a tag displaying their vaccinated status.

Employees accompanied by service animals must be in complete control of their animals at all times. Employees are solely liable for any injuries or property damage caused by their service animals and will be responsible for any related repair or cleaning costs.

For safety reasons, service animals riding in county vehicles must be secured in a crate or other appropriate restraint system.

Service animals are generally permitted in all unrestricted areas of Skamania County premises and may attend meetings, classes, and other events. However, exceptions may apply in certain areas.

Employees with authorized service animals must ensure that their animals do not disrupt the workplace. Service animals may be removed from county premises if:

- The animal is out of control, behaves poorly, or disrupts others, and the employee fails to take effective action to control the animal.
- The animal is not housebroken.

To bring a service animal to work, employees must complete the approval process and sign a waiver of liability, promising to ensure that the animal is under their care and control for the entire period it is in a county building or on county premises. By signing the waiver, employees agree to abide by this policy and acknowledge that failure to do so may result in the revocation of their permission to bring the service animal to work.

A non-service animal is generally not permitted inside County Buildings or vehicles. If an exception is granted by an Elected Official or Department Head, allowing a non-service animal on County premises or in vehicles, the following steps must be taken:

1. The Elected Official or Department Head must provide a written exception notice, specifying the details and reasoning for the exception.
2. The employee responsible for the animal must sign an acknowledgment form, confirming their understanding of the Service Animal Policy and their responsibilities under it.
3. By granting this exception, the Elected Official or Department Head assumes sole liability and waives this liability from the County.

4. If the animal causes damage to the building or vehicle, the employee shall be responsible for the cost of the repairs.

Human Resources will maintain a record of these exceptions in a dedicated file to ensure proper documentation and policy adherence.

## SERVICE ANIMAL REQUEST FOR EXCEPTION

The employee must complete this form and provide documentation from their healthcare to be considered for an exception. The Department Head and the Human Resources Department must approve the request for the exception. Once approved, the exception is valid for one year. The employee will be required to renew the exception each year.

**To be completed by the Employee:**

Employee Name:	
Department:	
Position:	
Date of Request:	

Type of animal:	
Breed:	
Weight:	

**By signing this form:** Employee understands and agrees to abide by the Skamania County Service Animal Policy and all State laws. The employee understands the definition of a service animal. The employee has provided the Human Resources Department with their healthcare certification. The employee understands that misrepresentation of a service animal could lead to disciplinary action.

I hold harmless and release Skamania County, its elected & appointed officials, employees, agents & volunteers from all liability, claims, demands, causes of action, damages, and expenses (including attorneys' fees) arising out of or in connection with my animal's presence on Skamania County premises.

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**To be completed by the Department Head and Human Resource Administrator:**

<input type="checkbox"/>   	Department Head authorizes the request for a Service Animal to accompany the employee during working hours on County property.
--------------------------------------	--

<input type="checkbox"/>   	Human Resource Administrator authorizes the request for a Service Animal to accompany the employee during working hours on County property.
--------------------------------------	---

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

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

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

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

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

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

# MEDICAL/MENTAL HEALTH PROFESSIONAL FORM

This form must be completed by a licensed health professional (psychiatrist, psychologist, licensed clinical social worker) including a medical doctor specifically treating the employees mental or emotional disability.

## To be completed by the Employee:

Name:

Department:

Position:

Animal:

Animal Breed:

Animal weight and description:

## To be completed by the medical/health professional:

Initials

<input type="checkbox"/>	I certify that the employee has a mental or emotional disability* listed in the Diagnostic and Statistical Manual of Disorders.
<input type="checkbox"/>	I am a licensed medical/mental health professional currently treating the employee's mental or emotional disability.
<input type="checkbox"/>	The employee is under my current and ongoing professional care.
<input type="checkbox"/>	I have prescribed treatment that requires the animal identified above to accompany the employee to work to accommodate his/her mental or emotional disability in the following manner:
<input type="checkbox"/>	Outside of a kennel or carrier
<input type="checkbox"/>	Inside of a kennel or carrier
<input type="checkbox"/>	Other:

## Medical/mental health professional's license information:

Date and type of license: \_\_\_\_\_

License number: \_\_\_\_\_

State or Jurisdiction on which the license was issued: \_\_\_\_\_

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Contact number: \_\_\_\_\_

\*A mental or emotional disability means a mental impairment that, on a permanent or temporary basis, substantially limits one or more life activities. Major life activities mean functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

## **Animal Accommodation Acknowledgment and Waiver of Liability Form**

I, \\\\\_ (Employee or Elected Official), acknowledge that I am bringing my animal, \\\\\_ to Skamania County premises.

In exchange for the privilege of bringing my animal to work, I agree to the following:

- I assume full responsibility and liability for my animal's actions and behavior while on Skamania County premises, including any injuries or damages caused by my animal.
- I hold harmless and release Skamania County, its elected & appointed officials, employees, agents & volunteers from all liability, claims, demands, causes of action, damages, and expenses (including attorneys' fees) arising out of or in connection with my animal's presence on Skamania County premises.
- I have read, understood, and agree to abide by Skamania County's Service Animal Policy, as applicable to my animal.
- Although my animal may not meet the definition of a service animal under the Americans with Disabilities Act (ADA), I have been granted permission to bring my animal to the workplace by an elected official or department head.
- I understand that my animal must be always under my control and must be well-behaved while on the premises.
- I acknowledge that any violation of this policy may result in disciplinary action, including the potential removal of my animal from the premises.

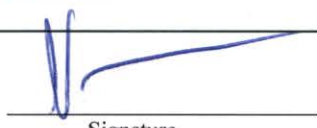
Signature

**Employee:** \\\\\_ Date: \\\\\_

**Elected Official or Department Head:** \\\\\_ Date: \\\\\_

\*Once completed and signed by all parties, please submit this form to Human Resources (HR) for review of signatures and record-keeping. Please note that HR's role is limited to reviewing the form for completeness and maintaining records and does not imply any responsibility for the animal or its behavior.

**COMMISSIONER'S AGENDA ITEM COMMENTARY**

<b><u>SUBMITTED BY</u></b>	<u>Public Works/Community Development</u> Department	 _____ Signature
<b><u>AGENDA DATE</u></b>	<u>7-18-2024</u>	
<b><u>SUBJECT</u></b>	<u>Adopting Ordinance 2024-02</u>	
<b><u>ACTION REQUESTED</u></b>	<u>Adopt ordinance 2024-02 as presented.</u>	

**SUMMARY/BACKGROUND**

Resolution 2023-37 placed a moratorium on accepting any recreational permit applications pending a full review of ordinance changes in 2021 related to recreational zoning. After several Planning Commission meetings and a formal public hearing a recommendation was made to the BOCC. After the BOCC public hearing the attached was the formal approval for updates related to this.

**FISCAL IMPACT**

There is no fiscal impact with this ordinance.

**RECOMMENDATION**

I recommend the board adopt ordinance 2024-02 as presented.

**LIST ATTACHMENTS**

Ordinance 2024-02

**ORDINANCE No. 2024-02**

**AN ORDINANCE AMENDING TITLE 21 (ZONING) TO ADOPT LAND USE DEFINITIONS, DEVELOPMENT STANDARDS, AND REVISING USE ALLOWANCES RELATED TO RECREATIONAL FACILITIES**

**WHEREAS**, RCW 36.70 authorizes Skamania County to adopt or amend zoning regulations; and

**WHEREAS**, on October 24, 2023, at an open public workshop, the Skamania County BOCC adopted Resolution No. 2023-37. This resolution placed a moratorium on the acceptance of all development applications for recreational uses within Skamania County. After extensive public comment and input regarding a large-scale recreational facility proposal in the west end of Skamania County, and concerns that the new changes to the West end Comprehensive Plan regarding recreational uses did not adequately protect the residential nature of the West End Sub Area as described in the West End Sub Area Comprehensive Plan, the Board of County Commissioners voted to implement a moratorium on new recreational use development applications until the issue could be further explored by the Planning Commission; and

**WHEREAS**; on December 19, 2023, the BOCC continued to have concerns that the changes made in the June 2021 ordinance (recreational use amendments) may allow uses that are inconsistent with the County Wide Subarea Plans and its goal to preserve the rural character of the community. The temporary moratorium was extended for six months at this time to allow for the Planning Department to continue to work with the Planning Commission to consider possible amendments to ensure protection and adherence to the plans; and

**WHEREAS**, the Skamania County Planning staff held nine workshops with the Planning Commission from November 2023 – April 2024 to discuss how the zoning code changes of 2021 can better support the Comprehensive Plan’s vision for recreation and

**WHEREAS**, on May 7, 2024, the Planning staff coordinated, and the Planning Commission held a public hearing. The Commission made a motion to move forward with a recommendation to the BOCC which included updated and new recreational definitions with development standards as well as a new land use matrix that indicates where each of these recreational uses may be allowed; and

**WHEREAS**, the BOCC conducted a public hearing on June 18, 2024; and

**WHEREAS**, the BOCC, after said hearing, voted to recommend approval of these various text amendments; and

**WHEREAS**, a SEPA Determination of Non-Significance (DNS) was issued on July 3, 2024, for the proposed amendments with the 14-day waiting period ending on July 17,



2024; and

**WHEREAS**, the amendments will provide guidelines for the development of recreational facilities related to Skamania County's abundant recreational, scenic, and natural amenities in a manner that is respectful of adjoining land uses and consistent with the Comprehensive Plan; and

**WHEREAS**, the amendments protect the general health, safety, and welfare of the public.

**NOW THEREFORE BE IT HEREBY ORDAINED AND ESTABLISHED** the Board of County Commissioners adopts Ordinance 2024-02, amending the Skamania County Code Title 21 as follows:

**SECTION 1:** Section 21.08.010 (Definitions-Interpretation) shall be amended to modify the existing definition of "Outdoor recreational facility" and adopt a new definition for "Large-scale recreational facility".

~~"Outdoor recreational facility" means a facility provided for outdoor recreation encompassing a varying range of activities pursued for purposes such as physical exercise, general wellbeing, spiritual renewal, and education. Examples include, but are not limited to, camping, hiking, skiing, fishing, hunting, shooting, backpacking, picnicking, wildlife and botanical viewing, horseback riding, swimming, rock climbing, cycling, windsurfing, rafting, sailing, and outdoor team sports such as soccer, baseball, tennis, and basketball.~~

"Outdoor recreational facility" A facility provided for outdoor recreation encompassing a varying range of activities including those pursued for the purposes of physical exercise, general well-being, spiritual renewal, and education. Examples include but are not limited to, camping, hiking, skiing, fishing, hunting, shooting, backpacking, picnicking, wildlife and botanical viewing, horseback riding, swimming, rock climbing, cycling, windsurfing, rafting, sailing, and outdoor team sports such as soccer, baseball, tennis, and basketball. This designation shall not include any applications that have significant traffic impacts, increase noise levels (sustained or not), or which, for any other reason are inconsistent with the vision statement of the related comprehensive or subarea plan.

"Large-scale recreational facility" A facility for outdoor activities that are likely, due to the nature of the activity or the commercial nature of the proposal, to have greater noise, traffic, or other impacts on the surrounding community than an outdoor recreational facility. Examples include but are not limited to, ziplines, aerial canopies, aerial nets, bungee jumping, mountain coasters, challenge courses, motorsports tracks, and other such activities, and any activities that are primarily commercial in nature. A large-scale recreational facility may only be permitted in areas that are able to provide buffers from residential areas that will eliminate traffic, noise, lighting, or other impacts on neighboring residential properties. A large-scale

recreational facility is deemed to include all accessory uses, including parking areas, private roads, or any buildings that facilitate or support the facility. All applications for large-scale recreational facilities will require a public presentation at a regularly scheduled Planning Commission meeting and shall be considered a conditional use.

**SECTION 2:** Chapter 21.70 (Supplementary Development and Use Standards) shall be amended as follows:

**21.70.210 RECREATION FACILITIES**

**G. Standards for Large-scale Recreational Facilities.**

1. Adequate on-site parking shall be provided to include designated parking for Emergency Services vehicles as well as ingress and egress for all fire apparatus.
2. Any lighting shall be fully shielded and directed downward to limit off-site glare.
3. Adequate sanitation facilities shall be provided for all uses. Adequate sanitation shall be determined by consultation with local Environmental Health officials.
4. Fire suppression plans shall be required. This includes but is not limited to fire hydrants, adequate water supply, appropriate fire apparatus access, or any other factors determined by the Skamania County Fire Marshall.
5. Uses shall comply with the noise regulations in Chapter 8.22. In addition to those regulations if the proposal includes potential noise concerns that may not be sustained levels such as thrill rides or other like activities causing intermittent screams or any loud noises this must have a noise mitigation plan to ensure adjacent properties are not adversely impacted. Any conditional use application for a large-scale recreational facility may require a noise study to demonstrate that noises from the facility will not adversely impact adjacent properties or the community in general.
6. Uses shall comply with all environmental health requirements, including those related to water, septic, food service, pools, or any other possible environmental health-related requirements.
7. A caretaker's residence may be allowed upon a demonstrated need.
8. A minimum of 20 Acres is required to apply for a Large-scale recreational facility project.
9. All facilities shall be set back no less than three hundred feet from neighboring property lines. This setback should be increased by the hearing examiner if necessary, to eliminate adverse impacts to neighboring properties. The minimum 300-foot setback may only be decreased by the hearing examiner where mitigation or other factors will result in no adverse impact on neighboring properties by a shorter setback.
10. Conditional use applications for any proposal meeting the large-scale recreational definition shall include proposed hours and days of operation, the proposed maximum number of annual events, maximum event occupancy, and a comprehensive traffic impact study that contains a plan showing mitigation for all potential impacts.

**SECTION 3:** The following chapters in Title 21 shall be amended as follows:

## **21.67.060 Rural lands 2 zone classification (RL2).**

A. Purpose - Intent. The rural lands 2 (RL2) zone classification is intended to provide areas of lower residential density to preserve the rural character of the community. Typically rural lands are used to accommodate demands for rural living and to provide buffers between urban, agricultural, and forestry uses. These lands are proposed to be dividable into a minimum of two acres.

### B. Allowable Uses.

1. Single-family dwellings;
2. Public facilities and/or utility systems;
3. Residential care facilities, (in accordance with SCC Chapter 21.85);
4. Child care facilities, (in accordance with SCC Chapter 21.86);
5. Public or private schools (K-12);
6. Safe homes and/or shelter homes;
7. Cottage occupations, (in accordance with SCC Chapter 21.70);
8. Light home industries, (in accordance with SCC Chapter 21.70);
9. Professional services;
10. Religious facilities;
11. Commercial and domestic agriculture;
12. Forest practices and associated management activities of any forest crop, including but not limited to timber harvesting of forest resources (mushrooms, bear grass, boughs berries etc.), Christmas trees, and nursery stock;
13. Management and enhancement of unique biological areas, propagation of fish and wildlife, and water resource management facilities;
14. Scientific monitoring or research devices;

15. Landscaping features, (not located within a critical area);
16. Libraries;
17. Parks and/or public water access facilities;
18. Attached communication facilities located on BPA towers, (in accordance with SCC Section 21.70.160);
19. Accessory uses normally associated with allowable uses.

C. Administrative Review Uses.

1. Attached communication facilities located on non-BPA towers, (in accordance with SCC Section 21.70.160).

D. Conditional Uses.

1. Communication tower(s) (in accordance with Section 21.70.160);
2. Meeting halls (such as civic, social, and fraternal organizations);
3. Commercial kennel facilities;
4. Auto repair yards, vehicle storage yards, and/or the sale of new and/or used automobiles, motorcycles, marine, recreational vehicles, and/or off-road vehicles. Provided the outdoor storage of nonfunctioning vehicles and parts thereof are fully screened from view from a roadway (public or private) and from adjacent properties under different ownership than the subject property;
5. ~~Small and large scale recreational vehicle parks;~~
6. Multifamily dwellings (up to two units);
7. Expansion of existing legally established mineral resource extraction and/or processing sites;
8. Expansion of existing legally established group camps;
9. ~~Outdoor recreational facilities;~~
10. ~~Campgrounds.~~

E. Temporary uses permitted.

1. Temporary uses shall be permitted in accordance with the requirements of SCC Section 21.70.120

F. Prohibited Uses.

1. Any uses not listed above are prohibited.

## **21.67.070 Rural lands 5 zone classification (RL5).**

A. Purpose - Intent. The rural lands 5 (RL5) zone classification is intended to provide areas of lower residential density to preserve the rural character of the community. Typically rural lands are used to accommodate demands for rural living and to provide buffers between urban, agricultural, and forestry uses. These lands are proposed to be dividable into a minimum of five acres.

B. Allowable Uses.

1. Single-family dwellings;
2. Public facilities and/or utility systems;
3. Residential care facilities, (in accordance with SCC Chapter 21.85);
4. Child care facilities, (in accordance with SCC Chapter 21.86);
5. Public or private schools (K-12);
6. Safe homes and/or shelter homes;
7. Cottage occupations, (in accordance with SCC Chapter 21.70);
8. Light home industries, (in accordance with SCC Chapter 21.70);
9. Professional services;
10. Religious facilities;
11. Commercial and domestic agriculture;
12. Forest practices and associated management activities of any forest crop, including but not limited to timber harvest, harvesting of forest resources (mushrooms, bear grass, boughs, berries, etc), Christmas trees, and nursery stock;
13. Management and enhancement of unique biological areas, propagation of fish and

wildlife, and water resource management facilities;

14. Scientific monitoring or research devices;

15. Landscaping features, (not located within a critical area);

16. Libraries;

17. Parks and/or public water access facilities;

18. Attached communication facilities located on BPA towers, (in accordance with SCC Section 21.70.160);

19. Accessory uses normally associated with an allowable use.

#### C. Administrative Review Uses.

1. Attached communication facilities located on non-BPA towers, (in accordance with SCC Section 21.70.160).

#### D. Conditional Uses.

1. Communication tower(s) (in accordance with Section 21.70.160);

2. Meeting halls (such as civic, social and fraternal organizations);

3. Commercial kennel facilities;

4. Auto repair yards, vehicle storage yards, and/or the sale of new and/or used automobiles, motorcycles, marine, recreational vehicles, and/or off-road vehicles. Provided the outdoor storage of nonfunctioning vehicles and parts thereof are fully screened from view from a roadway (public or private) and from adjacent properties under different ownership than the subject property;

5. Small- and large-scale recreational vehicle parks;

6. Multifamily dwellings (up to two units);

7. Expansion of existing legally established mineral resource extraction and/or processing sites;

8. Group camps;

9. ~~Outdoor recreational facilities;~~

Ordin:

10. Campgrounds;

11. Rural event centers;

12. Retreat centers.

E. Temporary Uses Permitted.

1. Temporary uses shall be permitted in accordance with the requirements of SCC Section 21.70.120

F. Prohibited Uses.

1. Any uses not listed above are prohibited.

## **21.67.080 Rural lands 10 zone classification (RL10).**

A. Purpose - Intent. The Rural Lands 10 (RL10) zone classification is intended to provide areas of lower residential density to preserve the rural character of the community. Typically rural lands are used to accommodate demands for rural living and to provide buffers between urban, agricultural, and forestry uses. These lands are proposed to be dividable into a minimum of ten acres.

B. Allowable Uses.

1. Single-family dwellings;

2. Public facilities and/or utility systems;

3. Residential care facilities, (in accordance with SCC Chapter 21.85);

4. Child care facilities, (in accordance with SCC Chapter 21.86);

5. Public or private schools (K-12);

6. Safe homes and/or shelter homes;

7. Cottage occupations, (in accordance with SCC Chapter 21.70);

8. Light home industries, (in accordance with SCC Chapter 21.70);

9. Professional services;

10. Religious facilities;

Ordin:



11. Commercial and domestic agriculture;
12. Forest practices and associated management activities of any forest crop, including but not limited to timber harvest, harvesting of forest resources (mushrooms, bear grass, boughs, berries, etc), Christmas trees, and nursery stock;
13. Management and enhancement of unique biological areas, propagation of fish and wildlife, and water resource management facilities;
14. Scientific monitoring or research devices;
15. Landscaping features, (not located within a critical area);
16. Libraries;
17. Parks and/or public water access facilities;
18. Attached communication facilities located on BPA towers, (in accordance with SCC Section 21.70.160);
19. Accessory uses normally associated with an allowable use.

C. Administrative Review Uses.

1. Attached communication facilities located on non-BPA towers, (in accordance with SCC Section 21.70.160).

D. Conditional Uses.

1. Communication tower(s) (in accordance with Section 21.70.160);
2. Meeting halls (such as civic, social and fraternal organizations);
3. Commercial kennel facilities;
4. Auto repair yards, vehicle storage yards, and/or the sale of new and/or used automobiles, motorcycles, marine, recreational vehicles, and/or off-road vehicles. Provided the outdoor storage of nonfunctioning vehicles and parts thereof are fully screened from view from a roadway (public or private) and from adjacent properties under different ownership than the subject property;
5. Small- and large-scale recreational vehicle parks;
6. Multifamily dwellings (up to two units);

Ordin:

7. Expansion of existing legally established mineral resource extraction and/or processing sites;

8. Group camps;

9. ~~Outdoor recreational facilities;~~

10. ~~Campgrounds;~~

11. ~~Rural event centers;~~

12. ~~Retreat centers.~~

E. Temporary Uses Permitted.

1. Temporary uses shall be permitted in accordance with the requirements of SCC Section 21.70.120

F. Prohibited Uses.

1. Any uses not listed above are prohibited.

## **21.67.090 West End Forest Lands 20 (WE-FL20).**

A. Purpose - Intent. The West End Forest Lands 20 (WE-FL20) zone classification is intended to provide land for present and future non-industrial forestry operations. A secondary purpose is to provide buffers between commercial resource lands and rural lands designations.

B. Allowable Uses.

1. Forest practices and associated management activities of any forest crop, including but not limited to timber harvest, harvesting of forest resources (mushrooms, bear grass, boughs, berries, etc.), Christmas trees, and nursery stock;

2. Log sorting and storage areas, scaling stations, and forest industry storage and maintenance facilities, provided the intent of the processing is initial reduction in bulk and/or to facilitate transport of products to a secondary processing center. These uses shall not include commercial and manufacturing uses such as but not limited to: manufacture of finished wood products, such as furniture, lumber, or plywood, nor the retail sales of products from the site;

3. Commercial and domestic agriculture;

4. Management and enhancement of unique biological areas, propagation of fish and

wildlife, and water resource management facilities;

5. Scientific monitoring or research devices;

6. Storage of explosives, fuels and chemicals allowed by state and federal laws;

7. Attached communication facilities located on BPA towers (in accordance with Section 21.70.160);

8. Public facilities and/or utility systems;

9. Group camps;

10. One single-family dwelling per legal lot of record;

11. Cottage occupations (in accordance with Chapter 21.70);

12. Light home industries (in accordance with Chapter 21.70);

13. Professional services;

14. Landscaping features (not located within a critical area);

15. Accessory uses normally associated with an allowable use.

#### C. Administrative Review Uses.

1. Attached communication facilities located on non-BPA towers (in accordance with Section 21.70.160);

2. Temporary crew quarters and/or farm labor housing in conjunction with forest or agricultural activities.

#### D. Conditional Uses.

1. Extraction and processing of gravel and rock for construction and maintenance of roads and trails within the forest owner's property, provided:

a. Ownership is a minimum of twenty contiguous acres;

b. Land is in a forest tax classification;

c. There is a forest management plan for the property;

2. Outdoor recreational facilities;
3. Indoor recreational facilities;
4. Campgrounds;
5. Rural event centers;
6. Retreat centers;
7. Commercial kennel facilities;
8. Semi-public facilities and utilities;
9. Sawmills, shake and shingle mills, and chipper facilities;
10. Communication tower(s) (in accordance with Section 21.70.160);
11. Expansion of existing legally established commercial mineral resource extraction and/or processing sites.

E. Temporary Uses Permitted.

1. Temporary uses shall be permitted in accordance with the requirements of SCC Section 21.70.120

F. Prohibited Uses.

1. Any uses not listed above are prohibited.

## **21.67.100 West End Commercial Resource Lands 40 (WE-CRL40).**

A. Purpose - Intent. The West End Commercial Resource Lands 40 (WE-CRL40) zone classification is intended to designate and protect forest, agricultural, and mineral resource lands of long-term significance. This designation shall take into account the proximity to human settlement, the size of the parcel, and the long-term economic conditions for the commercial production of timber and agriculture, and the commercial extraction of minerals.

B. Allowable Uses.

1. Forest practices and associated management activities of any forest crop, including but not limited to timber harvest, harvesting of forest resources (mushrooms, bear

grass, boughs, berries, etc), Christmas trees, and nursery stock;

2. Log sorting and storage area, scaling stations, forest industry storage and maintenance facilities, sawmills, shake and shingle mills, and chipper facilities;

3. Commercial and domestic agriculture;

4. Management and enhancement of unique biological areas, propagation of fish and wildlife, and water resource management facilities;

5. Scientific monitoring or research devices;

6. Storage of explosives, fuels, and chemicals allowed by state and federal laws;

7. Attached communication facilities located on BPA towers, (in accordance with SCC Section 21.70.160);

8. Public and/or semi-public facilities and utility systems;

9. Historic sites open to the public that do not interfere with resource land management;

10. Extraction of gravel and rock for road and trail construction and maintenance purposes, and the operation of portable rock crushers, provided the material is used within the WE-CRL40 designation, WE-FL20 designations, or on the forest owner's property;

11. Accessory uses normally associated with an allowable use;

12. Landscaping features, (not located within a critical area);

#### C. Administrative Review Uses.

1. Attached communication facilities located on non-BPA towers, (in accordance with SCC Section 21.70.160);

2. Temporary crew quarters and/or farm labor housing in conjunction with forest and agricultural activities.

#### D. Conditional Uses.

1. Communication tower(s) (in accordance with Section 21.70.160);

2. Outdoor recreational facilities;

3. Indoor recreational facilities;
4. Campgrounds;
5. Group camps;
6. Rural event centers;
7. Retreat centers;
8. Sand and/or gravel pit, stone quarry, mining, crushing, stockpiling of mineral resources and similar uses for the development of natural resources extracted on site, and not otherwise outright permitted above;
9. Private aircraft landing field as an accessory use to forest management or a legal nonconforming use;
10. Natural resource training/research facilities.

E. Temporary Uses Permitted.

1. Temporary uses shall be permitted in accordance with the requirements of Section 21.70.120

F. Prohibited Uses.

1. Any uses not listed above are prohibited.

## **21.67.110 Neighborhood commercial zone classification (NC).**

A. Purpose - Intent. The Neighborhood Commercial (NC) zone classification is intended to enable businesses to conveniently provide residents with the variety of immediate day-to-day goods and services typically sought outside of the context of weekly shopping trips to the city.

B. Allowable Uses.

1. Public and/or semi-public facilities and/or utility systems;
2. Professional services;
3. Retail stores with all merchandise within an enclosed building;
4. Service establishments with all services provided within an enclosed building;

5. Single-family dwellings;
6. Cottage occupations, (in accordance with SCC Chapter 21.70);
7. Light home industries, (in accordance with SCC Chapter 21.70);
8. Bed and breakfast establishments, lodging facilities, and/or retreat centers with up to twelve rooms for rent, and are owner occupied;
9. Meeting halls, (such as civic, social and fraternal);
10. Domestic agriculture;
11. Residential care facilities, (in accordance with SCC Chapter 21.85);
12. Management and enhancement of unique biological areas, propagation of fish and wildlife, and water resource management facilities;
13. Scientific monitoring or research devices;
14. Landscaping features, (not located within a critical area);
15. Attached communication facilities located on BPA towers, (in accordance with SCC Section 21.70.160);
16. Accessory uses normally associated with an allowable use.

C. Administrative Review Uses.

1. Attached communication facilities located on non-BPA towers, (in accordance with SCC Section 21.70.160).

D. Conditional Uses.

1. Communication tower(s) (in accordance with Section 21.70.160);
2. Commercial buildings requesting a footprint of over two thousand five hundred square feet and/or over five thousand square feet in total floor area;
3. Small- and large-scale recreational vehicle parks.

E. Temporary Uses Permitted.

1. Temporary uses shall be permitted in accordance with the requirements of SCC



Section 21.70.120

F. Prohibited Uses.

1. Any uses not listed above are prohibited.

## Carson Sub Area

### **21.65.070 Rural residential zone classification (RR).**

A. Allowable Uses.

1. Single-family dwellings.
2. Domestic agriculture.
3. Industrial forestry.
4. Public facilities.
5. ~~Outdoor recreational facilities.~~
6. Advertising signs; on-premises advertising only.
7. Accessory equipment structures.
8. Attached communication facilities located on BPA towers (in accordance with Section 21.70.160).
9. Religious facilities.
10. Light home industry, consistent with Chapter 21.70.
11. Cottage occupations, consistent with Chapter 21.70.

B. Administrative Review Uses.

1. *Repealed by Ord. 2020-06.*
2. *Repealed by Ord. 2020-06.*
3. Commercial agriculture.

4. Residential care facilities, consistent with Chapter 21.85.
5. Child care facilities, consistent with Chapter 21.86.
6. Safe homes.
7. Cluster developments.
8. Attached communication facilities not located on BPA towers, (in accordance with Section 21.70.160).

C. Conditional Uses.

1. Multifamily housing units.
2. Mobile home parks.
3. Professional services.
4. Commercial agriculture.
5. Communication towers (in accordance with Section 21.70.160).
6. Co-location of communication towers (in accordance with Section 21.70.160).
7. Campgrounds.
8. Outdoor Recreational Facility
9. Indoor Recreational Facility

D. Temporary Uses. Uses allowed subject to the requirements of Section 21.70.120 of this title.

E. Prohibited Uses. Any uses not listed above are prohibited, including but not limited to:

1. Small-scale and large-scale recreational vehicle parks;
2. Commercial uses;
3. Industrial uses;
4. Billboards;
5. Above-ground utility lines, unless no practical alternative exists;

Ordin:

6. Unconcealed, outdoor storage of nonfunctioning vehicles and parts thereof, appliances, construction materials, debris, and household garbage.

## **21.65.080 Rural estate zone classification (RE).**

### A. Allowable Uses.

1. Single-family dwellings.
2. ~~Outdoor recreational facilities.~~
3. Domestic agriculture.
4. Industrial forestry.
5. Public facilities.
6. Advertising signs; on-premises advertising only.
7. Accessory equipment structures.
8. Attached communication facilities located on BPA towers (in accordance with Section 21.70.160).
9. Religious facilities.
10. Light home industry, consistent with Chapter 21.70.
11. Cottage occupations, consistent with Chapter 21.70.

### B. Administrative Review Uses.

1. *Repealed by Ord. 2020-06.*
2. *Repealed by Ord. 2020-06.*
3. Commercial agriculture.
4. Residential care facilities, consistent with Chapter 21.85.
5. Child care facilities, consistent with Chapter 21.86.
6. Safe homes.

7. Cluster developments.

8. Attached communication facilities not located on BPA towers, (in accordance with Section 21.70.160).

9. Communication towers (in accordance with Section 21.70.160).

10. Co-location of communication towers (in accordance with Section 21.70.160).

C. Conditional Uses.

1. Multifamily housing units.

2. Small- and large-scale recreational vehicle parks.

3. Commercial agriculture.

4. Campgrounds.

5. Outdoor Recreation Facility

D. Temporary Uses. Uses allowed subject to the requirements of Section 21.70.120.

E. Prohibited Uses. Any uses not listed above are prohibited, including, but not limited to:

1. Commercial uses.

2. Industrial uses.

3. Professional services.

4. Billboards.

5. Mobile home parks.

6. Above ground utility lines, unless no practical alternative exists.

7. Unconcealed, outdoor storage of nonfunctioning vehicles and parts thereof, appliances,

construction materials, debris and household garbage.

## **21.65.110 Destination resort (DR).**

### **A. Allowable Uses.**

1. Overnight lodging and convention facilities.
2. Food and drink service facilities.
3. Recreational service facilities and related equipment sales and rentals.
4. ~~Outdoor recreational facilities.~~
5. Indoor recreational facilities.
6. ~~Campgrounds.~~
7. Group camps.
8. Rural event centers.
9. Retreat centers.
10. Advertising signs; on-premises advertising only.
11. Accessory equipment structures.
12. Attached communication facilities located on BPA towers (in accordance with Section 21.70.160).

### **B. Administrative Review Use.**

1. Attached communication facilities not located on BPA towers, (in accordance with Section 21.70.160).
2. Communication towers (in accordance with Section 21.70.160).
3. Co-location of communication towers (in accordance with Section 21.70.160).

### **C. Conditional Uses.**

1. Owner/caretaker residence in conjunction with a destination resort. One per resort. The residence shall use the same access as the resort itself, not through existing adjacent neighborhood accesses.

2. Small- and large-scale recreational vehicle parks.

3. Residential development in conjunction with destination resort facilities. The density of the residential development shall not exceed the density of the residential areas. Additionally, the residential development shall use the same access as the resort itself, not through existing adjacent neighborhood access.

4. Outdoor Recreation Facility

5. Campground

6. Large-Scale Recreational Facility

D. Temporary Uses. Uses allowed subject to the requirements of Section 21.70.120 of this title.

E. Prohibited Uses. Any uses not listed above are prohibited, including but not limited to:

1. Residential uses;

2. Mobile home parks;

3. Billboards;

4. Above ground utility lines; unless no practical alternative exists;

5. Unconcealed, outdoor storage of nonfunctioning vehicles and parts thereof, appliances, construction materials, debris and household garbage.

## Swift Subarea

### **21.68.060 Mountain recreational 5 zone classification (MR5).**

A. Purpose - Intent. The mountain recreational 5 (MR5) zone classification is intended to provide areas of recreational uses at very low density to preserve the primitive recreational character of the area and to provide opportunities for limited small-scale commercial uses related to recreational activities. These lands are proposed to be dividable into a minimum of five acres.

B. Allowable Uses.

1. Single-family dwellings;

2. Public, semi-public, and/or private facilities and/or utility systems;

Ordin:

3. Accessory uses normally associated with an allowable use;
4. Attached communication facilities located on BPA towers (in accordance with Section 21.70.160);
5. Cottage occupations (in accordance with Chapter 21.70);
6. Light home industries (in accordance with Chapter 21.70);
7. Professional services;
8. Forest practices and associated management activities of any forest crop, including but not limited to timber harvest, harvesting of forest resources (mushrooms, bear grass, boughs, berries, etc.), Christmas trees, and nursery stock;
9. Domestic agriculture;
10. Residential care facilities (in accordance with Chapter 21.85);
11. Management and enhancement of unique biological areas, propagation of fish and wildlife, and water resource management facilities;
12. Scientific monitoring or research devices;
13. Landscaping features (not located within a critical area);
14. Cluster developments (in accordance with Section 21.70.150);
  - a. Any land division utilizing the cluster development concept shall not be granted a change in comprehensive plan designation or zoning classification for a minimum of ten years from the date of recording the land division;
  - b. All clustered lots within the land division shall be at least two acres in size;
  - c. The total number of allowable lots within the land division shall not exceed the overall density set by the comprehensive plan and the zoning classification; and
  - d. All open space/common areas shall be owned in common by all landowners within the land division, with each land owner listed on the recorded deed;
15. Structures associated with hunting and fishing operations;
16. Resource enhancement projects, subject to compliance with other applicable federal, state, and county codes;

Ordin:



17. Outdoor recreational facilities.

C. Administrative Review Uses.

1. Attached communication facilities located on non-BPA towers (in accordance with Section 21.70.160).

D. Conditional Uses.

1. Meeting halls (such as religious, civic, social, and fraternal);
2. Small- and large-scale recreational vehicle parks;
3. Camping cabin facilities (in accordance with Section 21.70.170);
4. Communication tower(s) (in accordance with Section 21.70.160);
5. Expansion of existing legally established mineral resource extraction and/or processing sites;
6. Limited small-scale commercial uses related to recreational activities;
7. Nature resource training/research facilities;
8. Indoor recreational facilities;
9. Campgrounds;
10. Group camps;
11. Rural event centers;
12. Retreat centers.
13. Large-Scale Recreational Facility

E. Temporary Uses Permitted.

1. Temporary uses shall be permitted in accordance with the requirements of SCC Section 21.70.120

F. Prohibited Uses.

1. Any uses not listed above are prohibited.

## **21.68.070 Mountain recreational 10 zone classification (MR10).**

A. Purpose - Intent. The mountain recreational 10 (MR10) zone classification is intended to provide areas of recreational uses at very low density to preserve the primitive recreational character of the area and to provide opportunities for limited small-scale commercial uses related to recreational activities. These lands are proposed to be dividable into a minimum of ten acres.

### B. Allowable Uses.

1. Single-family dwellings;
2. Public, semi-public, and/or private facilities and/or utility systems;
3. Accessory uses normally associated with an allowable use;
4. Attached communication facilities located on BPA towers (in accordance with Section 21.70.160);
5. Cottage occupations (in accordance with Chapter 21.70);
6. Light home industries (in accordance with Chapter 21.70);
7. Professional services;
8. Domestic agriculture;
9. Residential care facilities (in accordance with Chapter 21.85);
10. Forest practices and associated management activities of any forest crop including, but not limited to, timber harvest, harvesting of forest resources (mushrooms, bear grass, boughs, berries, etc.), Christmas trees, and nursery stock;
11. Management and enhancement of unique biological areas, propagation of fish and wildlife, and water resource management facilities;
12. Scientific monitoring or research devices;
13. Landscaping features (not located within a critical area);
14. Cluster developments (in accordance with Section 21.70.150);

a. Any land division utilizing the cluster development concept shall not be granted a change in comprehensive plan designation or zoning classification for a minimum of ten years from the date of recording the land division;

b. All clustered lots within the land division shall be at least two acres in size;

c. The total number of allowable lots within the land division shall not exceed the overall density set by the comprehensive plan and the zoning classification; and

d. All open space/common areas shall be owned in common by all landowners within the land division, with each landowner listed on the recorded deed;

15. Structures associated with hunting and fishing operations;

16. Resource enhancement projects, subject to compliance with other applicable federal, state, and county codes;

17. Outdoor recreational facilities.

#### C. Administrative Review Uses.

1. Attached communication facilities located on non-BPA towers (in accordance with Section 21.70.160).

#### D. Conditional Uses.

1. Meeting halls (such as religious, civic, social, and fraternal);

2. Small- and large-scale recreational vehicle parks;

3. Camping cabin facilities (in accordance with Section 21.70.170);

4. Communication tower(s) (in accordance with Section 21.70.160);

5. Expansion of existing legally established mineral resource extraction and/or processing sites;

6. Limited small-scale commercial uses related to recreational activities;

7. Nature resource training/research facilities;

8. Indoor recreational facilities;

9. Campgrounds;

Ordin:

10. Group camps;
11. Rural event centers;
12. Retreat centers.
13. Large-Scale Recreational Facility

E. Temporary Uses Permitted.

1. Temporary uses shall be permitted in accordance with the requirements of SCC Section 21.70.120

F. Prohibited Uses.

1. Any uses not listed above are prohibited.

## **21.68.080 Mountain recreational 20 zone classification (MR20).**

A. Purpose - Intent. The mountain recreational 20 (MR20) zone classification is intended to provide areas of recreational uses at very low density to preserve the primitive recreational character of the area and to provide opportunities for limited small-scale commercial uses related to recreational activities. These lands are proposed to be dividable into a minimum of twenty acres.

B. Allowable Uses.

1. Single-family dwellings;
2. Public, semi-public, and/or private facilities and/or utility systems;
3. Accessory uses normally associated with an allowable use;
4. Attached communication facilities located on BPA towers (in accordance with Section 21.70.160);
5. Cottage occupations (in accordance with Chapter 21.70);
6. Light home industries (in accordance with Chapter 21.70);
7. Professional services;

8. Management and enhancement of unique biological areas, propagation of fish and wildlife, and water resource management facilities;

9. Scientific monitoring or research devices;

10. Landscaping features (not located within a critical area);

11. Forest practices and associated management activities of any forest crop including, but not limited to, timber harvest, harvesting of forest resources (mushrooms, bear grass, boughs, berries, etc.), Christmas trees, and nursery stock;

12. Cluster developments (in accordance with Section 21.70.150);

a. Any land division utilizing the cluster development concept shall not be granted a change in comprehensive plan designation or zoning classification for a minimum of ten years from the date of recording the land division;

b. All clustered lots within the land division shall be at least two acres in size;

c. The total number of allowable lots within the land division shall not exceed the overall density set by the comprehensive plan and the zoning classification; and

d. All open space/common areas shall be owned in common by all landowners within the land division, with each landowner listed on the recorded deed;

13. Structures associated with hunting and fishing operations;

14. Resource enhancement projects, subject to compliance with other applicable federal, state, and county codes;

15. Outdoor recreational facilities.

#### C. Administrative Review Uses.

1. Attached communication facilities located on non-BPA towers (in accordance with Section 21.70.160).

#### D. Conditional Uses.

1. Meeting halls (such as religious, civic, social, and fraternal);

2. Small- and large-scale recreational vehicle parks;

3. Camping cabin facilities (in accordance with Section 21.70.170);

Ordin:

4. Communication tower(s) (in accordance with Section 21.70.160);
5. Expansion of existing legally established mineral resource extraction and/or processing sites;
6. Limited small-scale commercial uses related to recreational activities;
7. Nature resource training/research facilities;
8. Indoor recreational facilities;
9. Campgrounds;
10. Group camps;
11. Rural event centers;
12. Retreat centers.
13. Large-Scale Recreational Facility

E. Temporary Uses Permitted.

1. Temporary uses shall be permitted in accordance with the requirements of SCC Section 21.70.120

F. Prohibited Uses.

1. Any uses not listed above are prohibited.

d right-of-way, or private road easement, whichever is greater.

## **21.68.090 Swift forest lands 20 zone classification (SW-FL20).**

A. Purpose - Intent. The Swift forest lands 20 (SW-FL20) zone classification is intended to provide land for present and future non-industrial forestry operations. A secondary purpose is to provide buffers between commercial resource lands and rural lands designations.

B. Allowable Uses.

1. Forest practices and associated management activities of any forest crop including, but not limited to, timber harvest, harvesting of forest resources (mushrooms, bear grass, boughs, berries, etc.), Christmas trees, and nursery stock;

2. Log sorting and storage areas, scaling stations, and forest industry storage and maintenance facilities, provided the intent of the processing is initial reduction in bulk and/or to facilitate transport of products to a secondary processing center. These uses shall not include commercial and manufacturing uses such as, but not limited to: manufacture of finished wood products such as furniture, lumber, or plywood, nor the retail sales of products from the site;

3. Commercial and domestic agriculture;

4. Management and enhancement of unique biological areas, propagation of fish and wildlife, and/or water resource management facilities;

5. Scientific monitoring or research devices;

6. Storage of explosives, fuels, and chemicals, as allowed by state and federal laws;

7. Attached communication facilities located on BPA towers (in accordance with Section 21.70.160);

8. Public, semi-public, and/or private facilities and/or utility systems;

9. Group camps;

10. Accessory uses normally associated with an allowable use;

11. One single-family dwelling per legal lot of record;

12. Cottage occupations (in accordance with Chapter 21.70);

13. Light home industries (in accordance with Chapter 21.70);

14. Professional services;

15. Landscaping features (not located within a critical area);

16. Extraction of gravel and rock for road and trail construction and maintenance purposes, and the operation of portable rock crushers, provided the material is used within the Swift subarea or on the forest owners' property. This does not include commercial rock sources supplying rock outside of the area;

17. Cluster developments (in accordance with Section 21.70.150);

a. Any land division utilizing the cluster development concept shall not be granted a change in comprehensive plan designation or zoning classification for a minimum



of ten years from the date of recording the land division;

b. All clustered lots within the land division shall be at least two acres in size;

c. The total number of allowable lots within the land division shall not exceed the overall density set by the comprehensive plan and the zoning classification; and

d. All open space/common areas shall be owned in common by all landowners within the land division, with each landowner listed on the recorded deed;

18. Resource enhancement projects, subject to compliance with other applicable federal, state, and county codes.

#### C. Administrative Review Uses.

1. Attached communication facilities located on non-BPA towers (in accordance with Section 21.70.160);

2. Temporary crew quarters and/or farm labor housing in conjunction with forest or agricultural activities.

#### D. Conditional Uses.

1. Communication tower(s) (in accordance with Section 21.70.160);

2. Sawmills, shake and shingle mills, and chipper facilities;

3. Natural resource training/research facilities;

4. Structures associated with hunting and fishing operations;

5. Outdoor recreational facilities;

6. Indoor recreational facilities;

7. Campgrounds;

8. Rural event centers;

9. Retreat centers.

10. Large-Scale Recreational Facility

#### E. Temporary Uses Permitted.

1. Temporary uses shall be permitted in accordance with the requirements of SCC Section 21.70.120

F. Prohibited Uses.

1. Any uses not listed above are prohibited.

**21.68.100 Swift commercial resource lands 40 zone classification (SW-CRL40).**

A. Purpose - Intent. The Swift commercial resource lands 40 (SW-CRL40) zone classification is intended to designate and protect forest, agricultural, and mineral resource lands of long-term significance and for the harvesting and use of all other natural resources.

B. Allowable Uses.

1. Forest practices and associated management activities of any forest crop including, but not limited to, timber harvest, harvesting of forest resources (mushrooms, bear grass, boughs, berries, etc.), Christmas trees, and nursery stock;
2. Log sorting and storage areas, scaling stations, and forest industry storage and maintenance facilities, sawmills, shake and shingle mills, and chipper facilities; provided, that the retail sales of products from the site shall be prohibited;
3. Commercial and domestic agriculture;
4. Management and enhancement of unique biological areas, propagation of fish and wildlife, and/or water resource management facilities;
5. Scientific monitoring or research devices;
6. Storage of explosives, fuels, and chemicals, as allowed by state and federal laws;
7. Attached communication facilities located on BPA towers (in accordance with Section 21.70.160);
8. Public, semi-public, and/or private facilities and/or utility systems;
9. Historic sites open to the public that do not interfere with the management of resource lands;
10. Group camps;

11. Accessory uses normally associated with an allowable use;
12. Landscaping features (not located within a critical area);
13. Extraction of gravel and rock for road and trail construction and maintenance purposes, and the operation of portable rock crushers provided the material is used within the Swift subarea or on the forest owners' property. This does not include commercial rock sources supplying rock outside of the area;
14. Resource enhancement projects, subject to compliance with other applicable federal, state, and county codes.

C. Administrative Review Uses.

1. Attached communication facilities located on non-BPA towers (in accordance with Section 21.70.160);
2. Temporary crew quarters and/or farm labor housing in conjunction with forest or agricultural activities.

D. Conditional Uses.

1. Communication tower(s) (in accordance with Section 21.70.160);
2. Commercial sand and/or gravel pit, stone quarry, mining, crushing, stockpiling of mineral resources and similar uses for the development of natural resources extracted on site, not otherwise allowed under Section 21.68.100(B);
3. Aircraft landing field, private; as an accessory use to forest management or an existing legal nonconforming use;
4. Natural resource training/research facilities;
5. Structures associated with hunting and fishing operations;
6. Outdoor recreational facilities;
7. Indoor recreational facilities;
8. Campgrounds;
9. Rural event centers;
10. Retreat centers.

E. Temporary Uses Permitted.

1. Temporary uses shall be permitted in accordance with the requirements of SCC Section 21.70.120

F. Prohibited Uses.

1. Any uses not listed above are prohibited.

G. Minimum Development Standards.

1. Lot Size. The standard minimum lot size, dimensions, and proportions shall be as follows (unless the local health authority requires a greater lot size):

a. Minimum lot size shall be forty acres.

2. Density Requirements.

a. No dwelling units are allowed in the Swift commercial resource lands 40 (S-CRL40) zone.

3. Setbacks. The following are the minimum lot line setbacks for all buildings and accessory buildings:

a. Front yard: No building or accessory building shall be constructed closer than fifty feet from the centerline of the public road right-of-way or private access easement (not including private driveways), or twenty feet from the front property line, whichever is greater.

b. Side yard: No building or accessory building shall be constructed closer than twenty feet from the property line on each side of the structure.

c. Rear yard: No building or accessory building shall be constructed closer than twenty feet from the rear property line.

d. Non-conforming Lots: Lots of less than two acres in size shall conform to standard building code setback requirements.

e. A Yard That Fronts on More Than One Road: The setback requirement for the front yard of a lot that fronts on more than one road shall be the required setback for that zone classification. All other frontages shall have a setback of fifteen feet from the property line, the edge of the public road right-of-way, or private road easement, whichever is greater if the parcel is less than two acres. If the parcel is greater than two acres the setback shall be twenty feet from the property line, the

edge of the public road right-of-way, or private road easement, whichever is greater.

f. Cul-de-sacs and hammerhead turnarounds: The setback requirement for a cul-de-sac or hammerhead turnaround shall be twenty feet from the property line, the edge of the public road right-of-way, or private road easement, whichever is greater.

#### 4. Other Standards.

a. Building height limit for permitted uses shall not exceed thirty-five feet above grade, with the exception of SCC Section 21.70.050, and SCC Section 21.70.160.

b. No building or structure shall be located within any easement, except structures related to recreational activity may be allowed in flowage easements if written permission is granted by the easement holder and submitted with a complete application. (Ord. 2021-02, 6-22-21; Ord. 2012-02, 5-1-12)

### **21.68.110 Swift recreational zone classification (SR).**

A. Purpose – Intent. The Swift recreational (SR) zone classification is intended to promote recreational opportunities within the Swift subarea.

#### B. Allowable Uses.

1. Public, semi-public, and/or private facilities and/or utility systems;
2. Existing retail stores and service establishments where merchandise is displayed and sold and/or services are provided within an enclosed building;
3. Outdoor recreational facilities;
4. Indoor recreational facilities;
5. Campgrounds;
6. Group camps;
7. Rural event centers;
8. Retreat centers;
9. Structures associated with hunting and fishing operations;

10. Forest practices and associated management activities of any forest crop, including but not limited to timber harvest, harvesting of forest resources (mushrooms, bear grass, boughs, berries, etc.), Christmas trees, and nursery stock;
11. Attached communication facilities located on BPA towers (in accordance with Section 21.70.160);
12. Replacement of any of the two hundred four legally established privately owned cabins in the Northwoods development;
13. A single new cabin on each of the four vacant cabin spaces in the Northwoods development;
14. Management and enhancement of unique biological areas, propagation of fish and wildlife, and water resource management facilities;
15. Resource enhancement project, subject to compliance with other applicable federal, state, and county codes;
16. Scientific monitoring or research devices;
17. Landscaping features (not located within a critical area);
18. Accessory uses normally associated with an allowable use.

#### C. Administrative Review Uses.

1. Attached communication facilities located on non-BPA towers (in accordance with Section 21.70.160).

#### D. Conditional Uses.

1. Small- and large-scale recreational vehicle parks;
2. Camping cabin facilities (in accordance with Section 21.70.170);
3. Communication tower(s) (in accordance with Section 21.70.160);
4. Expansion of existing legally established mineral resource extraction and/or processing sites.
5. Large-Scale Recreational Facility

#### E. Temporary Uses Permitted.

1. Temporary uses shall be permitted in accordance with the requirements of SCC Section 21.70.120

F. Prohibited Uses.

1. Any uses not listed above are prohibited.

## County Wide

### Residential 1

#### **21.28.020 Allowable uses.**

A. Single-family dwellings.

B. Duplexes.

C. Triplexes.

D. Fourplexes.

E. Professional services.

F. Public facilities and utilities.

G. Cottage occupation (in accordance with Chapter 21.70).

H. Light home industry (in accordance with Chapter 21.70).

I. Domestic agriculture.

J. Residential care facilities (in accordance with Chapter 21.85).

K. Family day care home (in accordance with Section 21.86.020).

L. Safe home.

M. Accessory equipment structures.

N. Attached communication facilities located on BPA towers (in accordance with Section 21.70.160).

O. Religious facilities. (Ord. 2018-03, 4-17-18; Ord. 2005-02 (part))

## **21.28.025 Administrative review uses.**

A. Child mini-day care center (in accordance with Section 21.86.030).

B. Attached communication facilities, not located on BPA towers (in accordance with Section 21.70.160). (Ord. 2005-02 (part))

## **21.28.030 Conditional uses.**

A. Outdoor recreational facilities.

B. Indoor recreational facilities.

C. Campgrounds.

D. Group camps.

E. Rural event centers.

F. Retreat centers.

G. Public display.

H. Geothermal energy facilities.

I. Surface mining.

J. Cluster developments.

K. Semi-public facilities.

L. Mobile home parks.

M. Child day care center (in accordance with Section 21.86.040).

N. Communication towers (in accordance with Section 21.70.160).

O. Co-location of communication towers (in accordance with Section 21.70.160). (Ord. 2021-02, 6-22-21; Ord. 2005-02 (part))



# Residential 2

## **21.32.020 Allowable uses.**

- A. Single-family dwellings.
- B. Commercial and domestic agriculture.
- C. Forestry.
- D. Public facilities and utilities.
- E. Professional services.
- F. Cottage occupation (in accordance with Chapter 21.70).
- G. Light home industry (in accordance with Chapter 21.70).
- H. Residential care facilities (in accordance with Chapter 21.85).
- I. Family day care home (in accordance with Section 21.86.020).
- J. Safe home.
- K. Accessory equipment structures.
- L. Attached communication facilities located on BPA towers (in accordance with Section 21.70.160).
- M. Religious facilities. (Ord. 2018-03, 4-17-18; Ord. 2005-02 (part))

## **21.32.025 Administrative review uses.**

- A. Child mini-day care center (in accordance with Section 21.56.030).
- B. Attached communication facilities, not located on BPA towers (in accordance with Section 21.70.160). (Ord. 2005-02 (part))

## **21.32.031 Conditional uses.**

- A. Outdoor recreational facilities.

B. Indoor recreational facilities.

C. ~~Campgrounds.~~

D. ~~Group camps.~~

E. ~~Rural event centers.~~

F. ~~Retreat centers.~~

G. Geothermal energy facilities.

H. Public displays.

I. Surface mining.

J. Cluster development.

K. Duplexes.

L. Mobile home parks.

M. Semi-public facilities.

N. Child day care center (in accordance with Section 21.86.040).

O. Communication towers (in accordance with Section 21.70.160).

P. Co-location of communication towers (in accordance with Section 21.70.160). (Ord. 2021-02, 6-22-21; Ord. 2005-02 (part))

## **21.44.020 Allowable uses.**

A. Single-family dwellings.

B. Commercial and domestic agriculture.

C. Public facilities and utilities.

D. Outdoor recreational facilities.

E. Indoor recreational facilities.

F. Campgrounds.

G. Group camps.

H. Rural event centers.

I. Retreat centers.

J. Unique biological areas.

K. Open space.

L. Forestry practices.

M. Cottage occupation (in accordance with Chapter 21.70).

N. Light home industry (in accordance with Chapter 21.70).

O. Surface mining.

P. Residential care facilities (in accordance with Chapter 21.85).

Q. Family day care home (in accordance with Section 21.86.020).

R. Accessory equipment structures.

S. Attached communication facilities located on BPA towers (in accordance with Section 21.70.160). (Ord. 2021-02, 6-22-21; Ord. 2005-02 (part))

### **21.44.025 Administrative review uses.**

A. Attached communication facilities not located on BPA towers (in accordance with Section 21.70.160).

B. Communication towers (in accordance with Section 21.70.160).

C. Co-location of communication towers (in accordance with Section 21.70.160). (Ord. 2005-02 (part))

### **21.44.030 Conditional uses.**

A: Semi-public facilities.

B. Churches, cemeteries and mausoleums.

C. Geothermal energy facilities.

D. Cluster developments.

E. Small- and large-scale recreational vehicle parks.

F. Child day care center (in accordance with Section 21.86.040).

G. Child mini-day care center (in accordance with Section 21.86.030). (Ord. 2021-02, 6-22-21; Ord. 2005-02 (part))

H. Campground

I. Large-Scale Recreational Facility

### **21.44.040 Temporary uses permitted.**

Temporary uses shall be permitted in accordance with the requirements of Section 21.70.120 of this title. (Ord. 2005-02 (part))

## Commercial Recreation

### **21.50.020 Allowable uses.**

A. Overnight lodging facilities.

B. Food and drink service facilities.

C. Recreational service facilities and related equipment sales and rentals.

D. Outdoor recreational facilities.

E. Indoor recreational facilities.

F. Campgrounds.

G. Group camps.

H. Rural event centers.

I. Retreat centers.

J. Cluster developments when approved in accordance with county standards promulgated for same.

K. Forestry.

L. One single-family residential dwelling when used by the caretaker or the owner of the permitted commercial recreation development.

M. One single-family residential dwelling may be permitted on lots created prior to the date of adoption of the ordinance codified in this chapter.

N. Accessory equipment structures.

O. Residential care facilities (in accordance with Chapter 21.85).

P. Attached communication facilities not located on BPA towers (in accordance with Section 21.70.160). (Ord. 2021-02, 6-22-21; Ord. 2005-02 (part))

### **21.50.025 Administrative review uses.**

A. Attached communication facilities not located on BPA towers (in accordance with Section 21.70.160).

B. Communication towers (in accordance with Section 21.70.160).

C. Co-location of communication towers (in accordance with Section 21.70.160). (Ord. 2005-02 (part))

### **21.50.030 Conditional uses.**

A. Convenience store.

B. Automobile service station.

C. Buildings and uses of a public works, public service or public utility nature.

D. Small- and large-scale recreational vehicle parks.

E. Child care facilities (in accordance with Chapter 21.86). (Ord. 2021-02, 6-22-21; Ord. 2005-02 (part))

F. Large-Scale Recreational Facility

### **21.50.040 Temporary uses permitted.**

Temporary uses in the CR zone are as follows: none. (Ord. 2005-02 (part))

## No changes for Resource Production and Forest Lands 10 zoning

## Forest Lands 20

### **21.58.020 Allowable uses.**

A. Forest practices and associated management activities of any forest crop, including but not limited to timber harvest, harvesting of forest resources (mushrooms, bear grass, boughs, berries, etc.), Christmas trees, and nursery stock;

B. Log sorting and storage areas, scaling stations, and forest industry storage and maintenance facilities, provided the intent of the processing is initial reduction in bulk and/or to facilitate transport of products to a secondary processing center. These uses shall not include commercial and manufacturing uses such as but not limited to: manufacture of finished wood products, such as furniture, lumber, or plywood, nor the retail sales of products from the site;

C. Commercial and domestic agriculture;

D. Management and enhancement of unique biological areas, propagation of fish and wildlife, and water resource management facilities;

E. Scientific monitoring or research devices;

F. Storage of explosives, fuels and chemicals allowed by state and federal laws;

G. Attached communication facilities located on BPA towers (in accordance with Section 21.70.160);

H. Public facilities and/or utility systems;

I. Group camps;

J. One single-family dwelling per legal lot of record;

K. Cottage occupations (in accordance with Chapter 21.70);

L. Light home industries (in accordance with Chapter 21.70);

M. Professional services;

N. Landscaping features (not located within a critical area);

O. Accessory uses normally associated with an allowable use. (Ord. 2021-02, 6-22-21; Ord. 2018-08 § 1 (Exh. 1), 10-16-18)

### **21.58.030 Administrative review uses.**

A. Attached communication facilities located on non-BPA towers (in accordance with Section 21.70.160);

B. Temporary crew quarters and/or farm labor housing in conjunction with forest or agricultural activities. (Ord. 2018-08 § 1 (Exh. 1), 10-16-18)

### **21.58.040 Conditional uses.**

A. Extraction and processing of gravel and rock for construction and maintenance of roads and trails within the forest owner's property, provided:

1. Ownership is a minimum of twenty contiguous acres;
2. Land is in a forest tax classification;
3. There is a forest management plan for the property;

B. Outdoor recreational facilities;

C. Indoor recreational facilities;

D. Campgrounds;

E. Rural event centers;

F. Retreat centers;

G. Commercial kennel facilities;

H. Semi-public facilities and utilities;

I. Sawmills, shake and shingle mills, and chipper facilities;

J. Communication tower(s) (in accordance with Section 21.70.160);

K. Expansion of existing legally established commercial mineral resource extraction and/or processing sites. (Ord. 2021-02, 6-22-21; Ord. 2018-08 § 1 (Exh. 1), 10-16-18)

L. Large-Scale Recreational Facility

**21.58.050 Temporary uses permitted.**

Temporary uses shall be permitted in accordance with the requirements of Section 21.70.120. (Ord. 2018-08 § 1 (Exh. 1), 10-16-18)

**21.58.060 Prohibited uses.**

Any uses not listed above are prohibited. (Ord. 2018-08 § 1 (Exh. 1), 10-16-18)

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

ATTEST:

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

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

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

Approved as to form only:

\_\_\_\_\_  
Skamania County  
Prosecuting Attorney