

PRELIMINARY AGENDA FOR REGULAR MEETING

November 6, 2024

I. WORKSHOP

11:45 AM

Discussion regarding Action Items versus Consent Items

II. OPEN SESSION

12:00 PM

Pledge of Allegiance

PUBLIC COMMENT: ITEMS ON THE AGENDA

Speakers are asked to keep their comments to less than 3 minutes. Please feel free to submit comments in writing to the Chief Executive Officer.

City of Camas & City of Washougal Updates

CONSENT ITEMS

All matters listed under Consent Items have been distributed to each member of the Commission for review, are considered routine, and will be enacted by the motion of the Commission with no separate discussion. If a separate discussion is desired, that item may be removed from the Consent Items and placed under Action Items by request.

- A.** Approval of Minutes of the Regular Meeting on October 16, 2024
- B.** Approval of Checks
- C.** Kevin Kreiter License Agreement
- D.** WCGHS- 1st Amendment

NEW BUSINESS/DISCUSSION ITEMS

- E.** 2025 Preliminary Budget- Director of Finance Krista Cagle
- F.** Overtime & Compensatory Policy- HR Manager Jen West
- G.** Shawn Gray License Agreement- Director of Business & Real Estate Derek Jaeger
- H.** Electronic & Digital Signature Policy- Director of Finance Krista Cagle

PUBLIC COMMENT #2:

Speakers are asked to keep their comments to less than 3 minutes. Please feel free to submit comments in writing to the Chief Executive Officer.

ACTION ITEMS

STAFF REPORTS & COMMENTS

COMMISSIONER REPORTS & DISCUSSION

ADJOURN REGULAR MEETING

Regular business and meetings that members of the Commission may attend:

Date

November 7, 2024

Meeting

IP Forum at Recluse Brew Works

(*Denotes events in which two (2) or more Commissioners may attend)

Join the meeting on the Conference Call Line: (253) 215-8782

Meeting ID: 829 0393 6339, Password: 154722 or via this video link:

<https://us06web.zoom.us/j/82903936339?pwd=U01pdWY1V0tES3dMZWFkNjJNbUNVZz09>

**MINUTES OF THE REGULAR COMMISSION MEETING
PORT OF CAMAS-WASHOUGAL
October 16, 2024**

By: Mackenzey Thomason, Administrative Assistant

A Regular Meeting of the Commissioners of the Port of Camas-Washougal was held in person and virtually on Wednesday, October 16, 2024, at 12 p.m.

PRESENT: Commissioner Cassi Marshall, Commissioner Larry Keister, Commissioner John Spencer via Zoom, Chief Executive Officer Trang Lam, Director of Finance Krista Cagle, Director of Business & Real Estate Derek Jaeger, Leasing Agent Jessica Warta, Environmental Project Manager Jennifer Taylor, Attorney Carolyn Lake, Administrative Assistant Mackenzey Thomason, and members of the press and public. The public has access through a designated Zoom conference call line or video link.

At 12:06 p.m. following the Pledge of Allegiance, Commissioner Keister called to open the Regular Session public meeting to order. The meeting is being recorded (starting at 12:11 p.m.) and the chat function has been disabled.

PUBLIC COMMENT #1 (Items on the Agenda):

No comment.

City Updates:

City of Camas

Camas City Council Bonnie Carter:

Carter stated the City of Camas is knee-deep in budgeting.

City of Washougal

City Council Ernie Suggs:

Suggs is excited about Washougal's future and plans to attend the groundbreaking event for Hyas Point later this month. He also mentioned the City's Pumpkin Harvest Festival this Saturday at Hathway Park from 12 p.m. to 3 p.m.

CONSENT ITEMS

Minutes & Checks

Minutes from the Regular Meeting on October 2, 2024, electronic payments and the issuance of general fund checks 9838-9868 in the total amount of \$572,067.63 were presented for approval. After a brief discussion, a motion was made by Commissioner Marshall and seconded by Commissioner Spencer, and the consent items were carried unanimously.

NEW BUSINESS/DISCUSSION ITEMS:

2025 Preliminary Budget: Director of Finance Krista Cagle

Cagle stated there has been a change to the net operating income for 2024 due to expenditures being added. Cagle explained the projected net income was \$457,000 and is now \$387,000. Cagle stated Plantenberg would like to have the on-call employee check restrooms and garbages every weekend throughout the year. Currently, on-call employees only check restrooms and garbages

during the busy summer months. Cagle explained another expenditure that has been added is \$50,000 for professional services such as consultants for the Port. Cagle stated there had also been a small increase in IT services due to new accounting software expenses. Cagle also mentioned some capital projects had been changed for 2025. Those projects consisted of removal of the roof seal project for the E-row hangars at Grove Field, implementation for the accounting software was moved from 2025 to the 2024 budget, and \$32,000 was added for the 35th Street rehabilitation project.

Public Charging Station Contract: Environmental Project Manager Jennifer Taylor

Taylor stated the proposed project will install a ChargePoint Express 250 rapid charging system at the Grove Field Airport. Taylor explained bids were solicited using the MRSC roster process and Sarkinen Plumbing is the lowest responsible bidder. Taylor stated the project is being funded by grants provided by Clark Public Utilities and the WAEVCP. Taylor explained with this project, the Port will now offer electric vehicle charging at the industrial park, administration building, and the Grove Field Airport. Taylor explained the estimated completion date is June 2025. Approval will be requested during action items.

Rail Crossing Project 28th & Index Accept as Complete: Environmental Project Manager Jennifer Taylor

Taylor stated American Rail replaced approximately 160' of welded rail and all ties. Taylor stated they also replaced 5 feet of asphalt on both sides of the rail. Taylor explained the total of the project was \$139,243.26 and was allocated in the 2024 Capital Budget. Approval will be requested during action items.

Kevin Kreiter Access Agreement: Director of Business & Real Estate Derek Jaeger

Jaeger stated the Port entered an agreement with Kevin Kreiter in 2018 for a license to access the Airport's runway for his personal aircraft for his property in Camas. Jaeger explained the current agreement expires on December 31, 2024. Jaeger stated the new 5-year agreement will be effective on January 1, 2025, and go through December of 2029. Jaeger explained Kreiter will pay a monthly fee of \$60.25 which includes a rental charge and leasehold tax. Jaeger stated that the dollar amount has increased from \$56.75 per month in the prior agreement.

WCGHS 1st Amendment: Director of Business & Real Estate Derek Jaeger

Jaeger stated the Port entered into an agreement with the West Columbia Gorge Humane Society on October 1st, 2020, for a ground lease of .75 acres located on Index Street in Washougal. WCGHS wishes to amend the lease term to one, add a second renewal option of 5 years at a rate of \$400.00 annually (until the end of the contract in 2025), and two, delete reference to leasehold excise tax. Jaeger explained the extension will assist WCGHS in obtaining grant funding and lending for future improvements.

PUBLIC COMMENT #2:

Bob Martilla of Washougal:

Martilla stated there has been an influx of practicing student helicopter pilots at Grove Field, which he believes comes from the flight school in Troutdale. Martilla explained the risks to safety that these helicopters can create due to the wind tunnels. Martilla urged the Port to contact Troutdale airport to speak with the pilot school to share this concern and put out a NOTAM or warning before there is a potential accident.

ACTION ITEMS:

Adopt 2025 Preliminary Budget:

Commissioner Keister requested formal approval to Adopt the 2025 Preliminary Budget as presented during discussion items. Upon motion by Commissioner Keister seconded by Commissioner Spencer and carried unanimously, Adoption of the 2025 Preliminary Budget was approved effective October 16, 2024.

Public Charging Station Contract:

Commissioner Keister requested formal approval of the Public Charging Station Contract as presented during discussion items. Upon motion by Commissioner Keister seconded by Commissioner Marshall and carried unanimously, the Public Charging Station Contract was approved effective October 16, 2024.

Rail Crossing Project 28th & Index Accept as Complete:

Commissioner Keister requested formal approval of the Rail Crossing Project 28th & Index Accept as Complete as presented during discussion items. Upon motion by Commissioner Spencer seconded by Commissioner Marshall and carried unanimously, the Rail Crossing Project 28th & Index Accept as Complete was approved effective October 16, 2024.

STAFF REPORTS & COMMENTS

CEO Trang Lam:

Lam stated she met with Identity Clark County (ICC), and ICC has the Camas Slough Bridge as project on their policy document for 2024. Lam stated she attended the Camas Strategic Plan Advisory Committee, and the group worked on vision statements. Lam mentioned the City of Camas currently has a community survey out for input to their strategic plan. Lam stated she planned on attending the CWAA meeting this evening at Grove Field. Lam also mentioned the Port will be tabling at the Pumpkin Harvest Festival this weekend and she plans to attend.

Director of Business & Real Estate Derek Jaeger:

Jaeger mentioned the IP Forum on November 7th. Jaeger stated they had 22 confirmed parties and planned on getting more responses. Jaeger stated he has two potential vacancies in Building 12, and he had been busy showing the space. Jaeger mentioned the WBA and CW Connections meeting at 54-40 Brewing from 4 pm-5 pm on October 22nd. Jaeger stated he is planning to bring a lease amendment to the Commission that adjusts Ferguson's parking spaces on 28th street. The space adjustment is needed because the neighboring business plans to build a new building and needs to move their driveway.

Environmental Project Manager Jennifer Taylor:

Taylor stated the administration building passed the L & I inspection for the solar project. Taylor stated the Port can now schedule the interconnects with Clark Public Utilities. Taylor stated Grove Field is in a similar situation and their electrical hookup is happening today. Taylor stated the Black Pearl Pathway fencing will be completed this week. Taylor also mentioned the waterfront soils project is moving along, and Lam and she had been discussing project transitions with RKM. Taylor stated RKM is anticipating starting on November 1st.

Director of Finance Krista Cagle:

Cagle stated she had formally offered the Contract Manager position to Nichole Chambers, and she should start with the Port on November 1st. Cagle also stated the City of Washougal's Pumpkin Harvest Festival this Saturday and Port staff will attend and have a booth.

COMMISSIONER REPORTS & DISCUSSION

Commissioner Spencer

Spencer stated he is attending the Camas Washougal Community Chest meetings. Spencer also stated he is going to be providing cider and caramels for the Hyas Point Grand Opening ceremony later in the month.

Commissioner Marshall

Marshall stated she will attend the CREDC event tonight at the Fuel Medical office at 4:30 pm in Camas. Marshall also mentioned Friday is the last day to provide input for WPPA's strategic planning process.

Commissioner Keister

Keister stated he attended the City of Washougal's workshop, and they discussed improving the Steamboat Landing parking area and displaying art provided by the Washougal Arts & Cultural Alliance. The City of Washougal will work with the Port on these improvements. Keister also stated the commission is scheduling an executive session for November 4th at 11 am.

The regular meeting adjourned at 12:42 pm.

PORT OF CAMAS-WASHOUGAL COMMISSION

Commissioners

Port of Camas-Washougal Staff Report

ITEM TITLE:

COMMISSION MEETING DATE:

DEPARTMENT:

SUBMITTED BY:

STAFF RECOMMENDATION:

SUMMARY:

BUDGET IMPACT:

STRATEGIC PLAN or OTHER PLANS:

SUSTAINABILITY IMPLICATIONS:

DIVERSITY, EQUITY & INCLUSION IMPLICATIONS:



POLICIES & PROCEDURES MANUAL

Section:	HOURS OF WORK	Revision Date:	08/30/2010
Subject:	OVERTIME & COMPENSATORY TIME OFF	Adoption Date:	11/08/1999

OVERTIME & COMPENSATORY TIME OFF POLICY

Overtime compensation is paid to all nonexempt employees in accordance with federal, state, and local wage and hour regulations, and shall be based on actual hours worked. Time off for sick leave, floating holiday, vacation leave, jury duty, medical leave, holidays, or any leave of absence will not be considered hours worked for purposes of performing overtime calculations.

Employees shall make every effort to avoid working overtime. However, when operating requirements or other needs cannot be met during regular working hours, employees may occasionally be required to work in excess of normal working hours.

1. Employee must have prior approval from their immediate supervisory to work overtime. In case of overtime due to emergencies, the employee will make every reasonable effort to contact his/her supervisor during or immediately after the emergency situation. To qualify for overtime compensation, work must be performed on Port premises, or clearly on Port business, i.e., returning from a Port endorsed and sponsored conference or seminar.
2. The hourly pay rate of nonexempt salaried employees shall be computed by dividing the employee's annual salary by 2,080 hours. Overtime will be calculated to the nearest one half (1/2) hour of overtime worked.
3. The hourly pay rate of nonexempt employees is one and one half (1 ½) times the employee's hourly pay rate, for each half (1/2) hour worked in excess of forty (40) hours per week. A pay period work week shall be defined as from 12:01 a.m. Sunday to 12:00 p.m. midnight Saturday.
4. Employees working on a paid Holiday, when compensatory time cannot be scheduled within the current or subsequent pay period month, shall be paid equal to two times employee's regular pay rate. If comp time can be taken, it shall be at twice the hours worked.
5. Days off in lieu of holidays shall not be carried over beyond the subsequent pay period. An employee who is required to work on a paid holiday may request an alternative holiday off in lieu of overtime. Such request will only be granted upon approval by the employee's supervisor.
6. Determination of "how to use" overtime either by compensatory time off versus being paid overtime is the sole decision of the employee. Compensatory time off hours can never exceed 24 hours.
7. Exempt employees are on an annual salary and shall not be eligible for overtime pay. However, some compensatory time may be allowed for extra hours worked, with the approval of the immediate supervisory. ~~or compensatory time off, except in the event of extraordinary circumstances, as determined by the Board of Commissioners.~~
8. A pay period workday shall be from 12:01 am to 12:00 midnight of each day.

Port of Camas-Washougal Staff Report

ITEM TITLE: Shawn Gray License Agreement

COMMISSION MEETING DATE: 11/6/2024

DEPARTMENT: Business Development

SUBMITTED BY: D. Jaeger/ J. Warta

STAFF RECOMMENDATION:

recommend approval

SUMMARY:

The Port entered into agreement with Shawn Gray on 06/01/19 for a license agreement to access its airport runway for the takeoff and landing of a personal aircraft from his property at 817 N.W Delp Road, Camas, WA and that license agreement expires on 12/31/24. The new 5-year license agreement is effective from 1/1/25, to 12/31/29. Gray will pay a monthly fee of \$60.25, which includes a rental charge and lease hold tax, due on the first day of each month (increase from \$56.75). Per the license agreement, effective January 1st of each year, rates will increase based on published tie-down rates for the Port.

BUDGET IMPACT:

STRATEGIC PLAN or OTHER PLANS:

SUSTAINABILITY IMPLICATIONS:

DIVERSITY, EQUITY & INCLUSION IMPLICATIONS:

LICENSE AGREEMENT

THIS LICENSE AGREEMENT made this day by and between the PORT OF CAMAS-WASHOUGAL, a municipal corporation of the State of Washington, hereinafter called the "Port", and SHAWN GRAY hereinafter called "Licensee",

WITNESSETH :

WHEREAS, the Port owns and operates an airport located in Clark County, Washington; and

WHEREAS, the Port is also the owner of property located immediately adjacent to the western end of the present runway of said airport; and

WHEREAS, Licensee is the owner of real property located at 817 N.E. Delp Road, Camas, Clark County, Washington, which property is immediately adjacent to the property owned by the Port at the western end of its runway at said airport; and

WHEREAS, Licensee wishes to hangar aircraft at 817 N.E. Delp Road, Camas, Clark County, Washington, and wishes to obtain access to the airport runway operated by the Port across the land owned by the Port immediately north of said runway; and

WHEREAS, the Port is willing to grant to Licensee the license and privilege of access to and from the Port's airport runway across the property immediately to the north of said runway, under the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

Section 1. GRANT OF LICENSE: The Port hereby grants to the Licensee the license and privilege of ingress and egress to the Port's airport runway across the Port's property immediately north of said runway. Such license and privilege may be exercised by the Licensee only for the purpose of takeoff and landing of the aircraft permitted pursuant to this license, as specified below, from the Port's airport facility. Such license and privilege may be exercised by the Licensee only in compliance with the rules and regulations imposed by the Port from time to time.

Section 2. TERM: This License Agreement shall permit the use of the premises as described above for a period commencing January 1, 2025, and terminating December 31, 2029, unless sooner terminated as provided herein.

Section 3. MONTHLY ACCESS CHARGE: In consideration of the granting of the above license, the Licensee agrees to pay the Port as consideration for the use of its property and facilities, a monthly access charge for each month in which this agreement is in effect. The parties agree that said access charge shall be equal to the monthly rental payment charge to the tie-down tenants of the Port's airport during the month a monthly access payment is due. The parties further agree that the current monthly tie-down rental payment is \$53.39, plus household tax of 12.84% of the rental payment, totaling \$60.25 per month, and that these amounts shall be the initial monthly access charges.

The monthly access charge and leasehold tax payment for each aircraft gaining access to the Port's property and facilities through the granting of this license shall be paid by Licensee on or before the first day of each month for which the monthly access charge is due, commencing

January 1, 2025. Payment shall be made at the office of the Port at 24 South A Street, Washougal, WA 98671. Lessee agrees to pay a late charge, in the amount of Ten Dollars (\$10.00), with any access charge or leasehold tax payment which is not received in full by the Port by the 10th day of the month.

Section 4. LIMITATION ON NUMBER OF AIRCRAFT: Licensee covenants and agrees that this License Agreement is authorized at this time only for the purpose of takeoff and landing of one (1) personal aircraft of the Licensee from the Port's airport facility. The parties contemplate that the Licensee may rent hangar space on his property to one (1) additional aircraft, which may also desire access to the Port's airport facility from Licensee's premises. Licensor hereby grants the Licensee the option to allow one (1) additional aircraft to access the Port's airport facility from his premises, subject to the following terms and conditions:

A. Licensee shall notify the Port twenty (20) days in advance of allowing access from his property for an additional aircraft.

B. Prior to the commencement of access for the additional aircraft, Licensee will submit a written acknowledgment to the Port from the aircraft owner, signifying that the aircraft owner has reviewed this License Agreement and the Port's rules and regulations, and agrees to abide by the same, and that the aircraft owner's aircraft is a personal fixed-wing airplane, not used for any commercial or business purpose, whose motors do not exceed 300 horsepower.

C. The Licensee shall begin paying the additional monthly access charge and leasehold tax payments to the Port in the month in which access is to commence. Licensee agrees that he is solely responsible for the collection and payment of the monthly access charges and tie-down

fees to the Port related to the additional aircraft hangar on his premises.

Except as expressly provided herein, Licensee further agrees that this License Agreement shall not be used by any other person, or for any other aircraft other than the aircraft described above, and one (1) personal fixed-wing airplane of the Licensee, whose motors do not exceed 300 horsepower. The Licensee may not rent, encumber or sublicense the premises or his privileges under this License Agreement, except as expressly provided herein, to any other person without the express written consent of the Port being obtained in advance.

Section 5. USE OF PREMISES: Licensee covenants and agrees to use the license solely and exclusively for ingress and egress of personal aircraft to the Port's airport facilities. Licensee covenants not to permit waste, and to conform to and abide by all lawful rules, laws and regulations in connection with the use of said premises and Licensee's activities thereon, and not to permit said premises to be used in violation of any lawful rule, law, regulation or other authority, and only for the purposes specified in this agreement. Lessee further covenants and agrees that the premises and this license shall not be used for any commercial or business purpose, except as expressly authorized herein.

Section 6. TERMINATION: The parties agree that this License Agreement expires automatically and immediately upon the sale, lease or transfer of title or possession of the premises of 817 N.W. Delp Road Camas, Clark County, Washington, by the Licensee to any other person. Licensee agrees that he will notify the Port (120) days in advance of any such sale, lease or transfer of title or possession of said property.

In addition to the termination dates and events specified above, and in Section 2, the

parties agree that this License Agreement may be terminated by the Port at any time, by giving the Licensee (120) days written notice of its intention to terminate said agreement. The parties agree that the Port's notice shall be deemed effectively given upon the date of mailing to the Licensee 817 N.E Delp Road Camas, Clark County, Washington, or at such other address as may be designated by the Licensee in writing during the term of this License Agreement.

Section 7. CONDITION OF PREMISES AND MAINTENANCE: The Licensee agrees that the Port has made no representations to him regarding the conditions or quality of access of the premises to which this License Agreement pertains. Licensee accepts use of the premises in whatever condition that may exist during the term of this License Agreement. The Licensee further agrees that the Port is under no obligation to maintain, protect or improve the property at the western end of its runway which is affected by this License Agreement, and the Licensee shall have no right to compel the Port to maintain or improve said premises under any circumstances.

The parties further agree that the Licensee may maintain, alter or improve the condition of the premises located immediately west of the Port's runway, which are the subject of this License Agreement, only with the express written consent of the Port, and only at the Licensee's sole cost and expense.

The Licensee acknowledges that the Port has made no representations to the Licensee regarding the continuation of the operation of its airport facilities. Licensee further acknowledges that the Port, in its sole discretion, may change, alter or discontinue the operation of its airport facilities at any time.

Section 8. INDEMNITY: Licensee shall indemnify and save harmless the Port from and against any and all liability claims, damage, penalties, or judgments arising from any loss, injury, death or damage to person or property sustained by any person in and about the Port's premises resulting from the act or omission of Licensee, Licensee's officers, agents, employees, contractors, and sublicensees, or of any occupant, visitor or user of any part of the Port's premises. Licensee further covenants and agrees to indemnify and hold the Port harmless against the claims of all and every person whomsoever arising out of or in any way connected with the Licensee's exercise of the license hereby granted, or the operation of the Licensee's aircraft, or the hangaring or use of the aircraft on the Licensee's property, or upon the property of the Port. Licensee shall pay all attorney's fees and other expenses incurred by the Port in defending any and all suits which may be brought against the Port or in which the Port may be impleaded with others upon any of the aforementioned matters, except as may result from the acts set forth in the paragraph immediately below.

Except for its misconduct or negligence of its agents or employees, the Port shall not be responsible for or liable for, and Licensee, notwithstanding that joint or concurrent liability may be imposed upon the Port by statute or court decision, hereby waives all claims against the Port for any damage or injury to any person or to any property on or about the premises subject to this License Agreement, or upon the Licensee's premises, during the term of this License Agreement, and for liability, costs and reasonable expenses arising out of any default by Licensee in observing any condition or covenant of this License Agreement.

Licensee covenants and agrees to reimburse the Port for all costs or expenses of repair or replacement of any of the Port's property damaged or destroyed as a result of Licensee's exercise of this license or use of Port property or facilities.

Licensee further agrees to carry liability insurance, protecting himself and the Port from any liability specified above, and to deliver to the Port a certificate of such insurance and the Port shall always be provided with the evidence of the existence of such insurance throughout the term of this License Agreement. Such insurance shall be in the minimum amount of \$500,000.00, single limit of bodily injury and property damage, and shall include, but not be limited to, liability arising out of the operation of aircraft. Such insurance coverage shall be constant and continuous throughout the period of this License Agreement.

Section 9. CONSTRUCTION OF AGREEMENT: The benefits and burdens created by this License Agreement are the personal privileges and responsibilities of the parties, and nothing herein shall be construed as creating a covenant upon the part of either party which runs with any premises of the Port, or with the Licensee's property at 817 N.E Delp, Clark County, Washington. It is further agreed by the parties that the privileges granted by the Port to Licensee are in the nature of a personal license, and that nothing herein shall be construed as the creation of an easement over any property or facilities of the Port.

It is expressly understood and agreed that in the use of the Port's property and facilities, and the exercise of privileges granted under the authority of this License Agreement, the Licensee acts as an independent person, and in no way shall any action of the Licensee be construed as an action of an agent or representative of the Port.

IN WITNESS WHEREOF, the parties hereto have set their hands this _____ day of _____, 2024

PORT OF CAMAS-WASHOUGAL

SHAWN GRAY

By: _____

CEO

"LESSOR"

"LESSEE"

STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

On this _____ day of _____, 2024, before me personally appeared TRANG LAM, to me known to be CEO of the Port of Camas-Washougal, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of
Washington, residing at _____
My commission expires _____

STATE OF WASHINGTON)
) ss.
 COUNTY OF CLARK)

On this _____ day of _____, 2024, before me personally appeared SHAWN GRAY, to me known to be the individual described herein and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, 2024.

 Notary Public in and for the State of
 Washington, residing at _____
 My commission expires _____

Port of Camas-Washougal Staff Report

ITEM TITLE: Electronic and Digital Signatures Policy

COMMISSION MEETING DATE: November 6, 2024

DEPARTMENT: Administration

SUBMITTED BY: Krista Cagle, Director of Finance

STAFF RECOMMENDATION:

Request Electronic and Digital Signatures Policy move to the Nov 20, 2024 Consent Agenda for Commission Approval

SUMMARY:

Port staff would like to authorize the use of electronic signatures to increase efficiency in the Port's business processes. This will simplify and speed up transaction time. Any business process that requires a signature can be considered for transition to an electronic or digital signature. The Port intends to authorize 3 users with the DocuSign service. This will allow the Port's contracts as well as leases to be routed and signed electronically, and increase efficiency in electronic file management.

BUDGET IMPACT:

TBD - waiting on information regarding cost associated with Electronic Notary, cost without Electronic Notary would be \$1,440.00 annually.

STRATEGIC PLAN or OTHER PLANS:

This aligns with the Organization goals of increasing efficiency amongst Port staff.

SUSTAINABILITY IMPLICATIONS:

By routing documents electronically, we anticipate a large decrease in the amount of paper used to run Port operations, which also leads to a significant reduction in per page copier/printer charges from Pacific Office Automation.

DIVERSITY, EQUITY & INCLUSION IMPLICATIONS:



Section: EXECUTIVE POLICY & PROCEDURES

Revision Date:

Subject: Electronic and Digital Signatures Policy

Adoption Date:

PURPOSE OF POLICY:

To establish an electronic and digital signature policy for the Port. The Port recognizes that the use of electronic signatures can significantly reduce costs, simplify and speed up transaction time. Chapter 1.80 of the Revised Code of Washington allows state agencies and local government agencies to use and accept electronic signatures to authenticate electronic transactions. By maintaining a policy to accept electronic signatures, the Port can enhance its processes for doing business.

POLICY:

1. The Port encourages electronic transactions and the use of electronic and digital signatures. The Port recognizes that electronic and digital signatures are legally binding and equivalent in force and effect as a wet signature. This policy does not impact the use or legitimacy of wet signatures.
2. The Port authorizes the use of the DocuSign electronic signature platform, or any future replacement of such platform to affix electronic and/or digital signatures to Port documents.
3. The Port CEO and their designees are authorized to use the DocuSign platform.
4. DocuSign is authorized to affix electronic signatures to the following records: Lease agreements and contracts. DocuSign is authorized to request attachments required to complete Port processes. At this time the following types of documents are NOT permitted to use electronic signatures: Checks
5. As part of the signing process, the Port will provide a process for users to download or print a copy of the documents.
6. Electronic signatures may be applied using other electronic signature tools, such as Adobe for internal documents.
7. Records signed electronically need to be retained based on the function and content of the records per the Public Records Act and Retention Schedule.