

Commissioners' meeting, contact the Clerk of the Board 48 hours prior to the meeting.

TENTATIVE AGENDA

MONDAY, APRIL 1, 2024

- 9:00a.m. Call to Order-Members Present-Flag Salute-Invocation-Commissioner Reports-Consent Agenda: *Agenda, Minutes, Financial Report, Voucher Approval, Working File-Payroll Change Notices, Specialized Coroner Services Agreement-Campbell, Advertise & Hire: Court Security Officer, Patrol Deputy,*
- 10:30a.m. Economic Development Contract-TEDD
- 11:00a.m. Greg Snow-Community Development Update

11:30a.m.

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**12:00 – 1:15 p.m. - Recess for Lunch**  
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1:30p.m.

2:00p.m. Commissioners' Office-Team Meeting

2:45p.m.

3:00p.m. Dolly Hunt-Prosecutor's Legal Update

3:30p.m. LATCF Funding Discussion

4:00p.m. Public Comment Period

TUESDAY, APRIL 2, 2024

9:00a.m.

9:15a.m. Public Hearing-Surplus (Vehicles):
Surplus Property-Vehicles Resolution,

9:25a.m. Craig Jackson-Public Works Update:
Certification of CRAB Forms, Award Recommendations-2024 Maintenance Gravel, Interlocal Agreement for Emergency Street Maintenance-Town of Cusick, Agreement to Purchase & Remove Surplus Property-Vault Toilet-McQuinn, 2024 Equipment Shed Rehab Project Contract-Washington Roofing Solutions,

TUESDAY, APRIL 2, 2024 continued

10:30a.m. 2025-2026 Legislative Priorities Workshop

11:30a.m.

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**12:00 – 1:15 p.m. - Recess for Lunch**  
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1:30p.m. Carin Vadala/Colville National Forest-Values at Risk Discussion

4:00p.m.

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One or more Commissioners may attend any of the following meetings/events (times and locations subject to change and need to be verified with that organization):

MONDAY, APRIL 1, 2024

12:00p.m.-Commissioner Gentle to WSAC Virtual Assembly

6:00p.m.-Newport City Council, City Hall

TUESDAY, APRIL 2, 2024

6:00p.m.-Cusick Town Council

7:00p.m.-Fair Board, Cusick

WEDNESDAY, APRIL 3, 2024

10:30a.m.-Cusick/Usk Sub-Area Water/Wastewater Infrastructure Discussion, *via Zoom*

3:00p.m.-Fire District 4 Meeting,

7:00p.m.-Ione Town Council

THURSDAY, APRIL 4, 2024

FRIDAY, APRIL 5, 2024

Zoom Meeting Info:

<https://zoom.us/j/5094474119>;

Meeting ID: 509 447 4119 Or Dial

by your location: +1 301 715 8592 US

or +1 253 215 8782 US.

Meeting ID: 509 447 4119

PEND OREILLE COUNTY COMMISSIONERS REQUEST FOR BOARD ACTION

SUBMITTED BY: Lyndsie Halcro

AGENDA: Consent Agenda 04/01/2024

DATE FINAL ACTION IS NEEDED:	ATTACHMENTS:	TYPE OF ACTION REQUESTED
APPROVAL NEEDED FOR COMMISSION Packet:	Court Security Officer Announcement	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Agreement <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Consensus <input type="checkbox"/> Other
_____ Commissioner Chair (initials) _____ Commissioner (initials) _____ Commissioner (initials)		
FINAL ACTION TAKEN: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> No Action Commissioners' Minutes Reference: _____		

RECOMMENDATION OR REQUEST: Approve the Request to advertise and hire a Court Security Officer part-time, approximately 20 hours per week at \$20.46/hour, through Civil Service.

DISCUSSION: Our temporary appointment applied through the Sheriff's office and Civil Service to work full-time for the Corrections Department. Since that individual has been hired by the Corrections Department we need to hire a Court Security Officer. We believe this position will most likely be working 20 hours per week.

ALTERNATIVES:

FISCAL IMPACT:

- **SOURCE OF FUNDS:**
- **AMOUNT BUDGETED:**
- **AMOUNT NEEDED FOR PROJECT:**

REVIEWED BY PROSECUTOR? ☐ YES ☐ NO ☒ N/A, Comments:

REVIEWED BY HUMAN RESOURCES? ☒YES ☐NO ☐N/AREVIEWED BY FINANCIAL MANAGER? ☒ YES ☐ NO ☐ N/A

BEM HR initials

Jill initials

OFFICE OF THE SHERIFF
Pend Oreille County, Washington

POSITION DESCRIPTION

CLASS TITLE: Court Security Officer
SERIES: Law Enforcement
DATE: January 1, 2012
SUPERVISOR: Sergeant

DUTIES: The Court Security Officer is a limited commission, full or part-time position subject to the direct supervision of the Sergeant. The Court Security Officer is responsible for security in the Hall of Justice; ensuring the safety of all persons therein.

At a minimum, the Court Security Officer is responsible for the following in accordance with the Revised Code of Washington (RCW), other statutory requirements and the Pend Oreille County Sheriff's Office Policy and Procedures:

1. Shall ensure that all people entering the Hall of Justice through the main entrance are screened for weapons, not allowing weapons of any kind to be brought into the Hall of Justice Building, except for official law enforcement personnel;
2. The Court Security Officer is an armed position and thus will be required to demonstrate his/her proficiency with an agency handgun at least once each calendar year; and
3. The Court Security Officer must be physically and psychologically capable of making arrests of law violators and/or defending self or others in armed confrontations when required to do so.

The Court Security Officer shall routinely type reports concerning work activities and other required documents using a computer; will routinely access and employ the Sheriff's Office computerized data bases for information needed to perform the duties of this position.

Performs other duties as may be required.

QUALIFICATIONS: The position of Court Security Officer is a non-sworn, classified civil service position as defined under RCW 41.14.070. This is an entry level, full or part-time position with the Pend Oreille County Sheriff's Office.

Applicants for this position must meet all of the "General minimum Qualifications" listed in the Pend Oreille County Civil Service Classification Plan. Vision must be at least 20/100 corrected to 20/20, with no color blindness. Must possess and maintain a valid vehicle operator's license.

The applicant must also have experience as a full time law enforcement officer or accredited reserve officer. Must have an intimate familiarity with the laws of arrest, search and seizure, and with the Washington State criminal justice system.

WORKING CONDITIONS: Work is performed indoors in a potentially hazardous environment which may include working in close proximity to confrontational and violent persons, exposure to blood-borne pathogens and/or disease causing organisms, or forcibly restraining uncooperative and/or resisting individuals. Work may occasionally require strenuous physical effort and physical agility and the ability to lift up to 50 pounds.

**PEND OREILLE COUNTY COMMISSIONERS
REQUEST FOR BOARD ACTION**

SUBJECT: Advertise & Hire – Patrol Deputy
SUBMITTED BY: Lyndsie Halcro
AGENDA: Consent Agenda 04/01/2024

DATE FINAL ACTION IS NEEDED: APPROVAL NEEDED FOR COMMISSION Packet: _____ Commissioner Chair (initials) _____ Commissioner (initials) _____ Commissioner (initials) FINAL ACTION TAKEN: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> No Action Commissioners' Minutes Reference: _____	ATTACHMENTS: Lateral Deputy Announcement	TYPE OF ACTION REQUESTED <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Agreement <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Consensus <input type="checkbox"/> Other
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RECOMMENDATION OR REQUEST: Approve the Request to advertise, build an eligibility list, and hire a patrol deputy position, at Step 1 – Step 3, through Civil Service.

DISCUSSION: Recently the Civil Service Commission has received a letter of resignation from a deputy and a letter of intent of resignation from another deputy on the patrol division. The Civil Service Department would like to advertise and start an active recruitment to build an eligibility list. We will be seeking one North End Patrol as an Entry Officer or Lateral and build an eligibility list.

ALTERNATIVES:

FISCAL IMPACT:

- **SOURCE OF FUNDS:**
- **AMOUNT BUDGETED:**
- **AMOUNT NEEDED FOR PROJECT:**

REVIEWED BY PROSECUTOR? ☐ YES ☐ NO ☒ N/A, Comments:

REVIEWED BY HUMAN RESOURCES? ☒ YES ☐ NO ☐ N/A

REVIEWED BY FINANCIAL MANAGER? ☒ YES ☐ NO ☐ N/A

_____ **BLM** **HR initials**

_____ **JL** **Jill initials**



Pend Oreille County

Civil Service Commission

PO Box 5060 • Newport, WA 99156 (509) 447-6480

Office Hours: Monday through Friday 8:00 a.m. - 4:30 p.m.

ANNOUNCING COMPETITIVE EXAMINATION FOR **Entry and Lateral Sheriff's Deputy**

This exam is for the purpose of establishing a certified list of candidates for current vacancies and future employment as a Deputy in the Sheriff's Office. The eligibility of successful candidates shall remain in effect one year.

EXAMINATION SCHEDULE:

Physical Ability Test (PAT): Exams will be scheduled once an application is submitted to the Civil Service Office, County Courthouse, 625 W. 4th St., Newport, WA. See the application deadline below.

> **You must pass the PAT to take the written.** Entry & Lateral take the same PAT test.

Written Exam: Immediately following the PAT (see above). Allow 3 hours for the written exam. Entry-level Deputy tests assess the knowledge, skills, abilities, and personal characteristics necessary for success as a new Deputy. *No prior training or experience is assumed of Entry candidates.* No written exam for Laterals (see #10 for minimum qualifications of a Lateral, below).

Typing Test: No minimum required and not grounds for disqualification. For informational purposes only. Administered immediately after written.

Eligibility list ranking is based on a point system of passing written score, education, experience, and Vet's preference. For education credit, copy of the degree must be turned in at the time of application.

NUMBER OF VACANCIES: Minimum of One (1) maximum two (2).

SALARY & BENEFITS: Union, vacation, sick leave, paid holidays, longevity, retirement plan, and medical benefits. Starting salary for Entry: Step 1, \$5183.78/month. Starting salary for Lateral: Step 2, \$5400.70/month to Step 4, \$5831.76/month, DOE.

GENERAL MINIMUM QUALIFICATIONS:

- 1. Pend Oreille County Deputies are resident Deputies. Therefore, if offered a position, relocation anywhere within Pend Oreille County at the Sheriff's request in accordance with the department's needs, is required. You do not need to be a resident to apply.**
2. Must be a U.S. citizen or a lawful permanent resident at the time of appointment.
3. Must speak, read, write legibly, and spell correctly in the English language.
4. Must possess a High School diploma or equivalent.
5. Must be at least twenty-one (21) years of age at the time of appointment.
6. Normal height and weight according to military standards, proportional and sufficient for physical restraint of suspects or arrestees.
7. Vision must be at least 20/100 corrected to 20/20 with no color blindness.
8. Must possess and maintain a valid vehicle operator's license.
9. Upon passing the Civil Service Test, applications forwarded to the Sheriff's Office (certified applicants) will be subject to additional testing by the Sheriff's Office including, but not limited to, a thorough criminal history check, a polygraph, physical (medical) check, and psychological tests.
10. **Lateral applicants** must have been employed 24 months out of the last 36 months as a full-time state, county or municipal police officer. Must have attended and successfully completed the Washington State Criminal Justice Training Academy or have an equivalent certification from another state-approved basic law enforcement academy. Any out-of-state applicant who has not completed the Wash. State Criminal Justice Training Academy must successfully pass the state's equivalency test during the initial 12 months of employment.

TO APPLY: Civil Service Application Required. See our website at: www.pendoreilleco.org (Human Resources) to print an application (you cannot apply online), pick up or request a copy by mail, from the Pend Oreille County Civil Service Office, 625 W. 4th St., Newport, WA 99156, Monday through Friday 8:00 AM-4:30 PM. (509) 447-6480.

APPLICATION DEADLINE: The position is open until filled.

PEND OREILLE COUNTY IS AN EQUAL-OPPORTUNITY EMPLOYER

**PEND OREILLE COUNTY COMMISSIONERS
REQUEST FOR BOARD ACTION**

SUBJECT: Agreement Coroner Services-Keith Campbell **SUBMITTED BY:** Dolly Hunt-Prosecutor

AGENDA: 04/01/24 *Consent*

DATE FINAL ACTION IS NEEDED: 04/01/24	ATTACHMENTS: Resolution and Agreement R-2024-	TYPE OF ACTION REQUESTED
APPROVAL NEEDED FOR COMMISSION Packet:		<input type="checkbox"/> Ordinance
_____ Commissioner Chair (initials)		<input checked="" type="checkbox"/> Resolution
_____ Commissioner (initials)		<input type="checkbox"/> Agreement
_____ Commissioner (initials)		<input type="checkbox"/> Motion
FINAL ACTION TAKEN:		<input type="checkbox"/> Consensus
<input type="checkbox"/> Approved		<input type="checkbox"/> Other
<input type="checkbox"/> Denied		
<input type="checkbox"/> No Action		
Commissioners' Minutes Reference: _____		

RECOMMENDATION OR REQUEST: Execute agreement for specialized coroner services with Keith Campbell for 2024.

DISCUSSION: Yearly agreement for services that relate to the Coroner function.

ALTERNATIVES: N/A

FISCAL IMPACT:

- **SOURCE OF FUNDS:** Adopted 2024 Coroner Budget includes payments for this agreement expenditure in the professional services budget.
- **AMOUNT BUDGETED:** \$ 8,400
- **AMOUNT NEEDED FOR PROJECT:** \$0

REVIEWED BY PROSECUTOR? ☒ YES ☐ NO ☐ N/A **Comments:**

REVIEWED BY HUMAN RESOURCES? ☐ YES ☐ NO ☒ N/A

REVIEWED BY FINANCIAL MANAGER? ☐ YES ☐ NO ☒ N/A

_____ **HR initials**

_____ **Jill initials**

**PEND OREILLE COUNTY
NEWPORT, WASHINGTON**

RESOLUTION NO. 2024-_____

**RESOLUTION REGARDING APPROVAL OF SPECIALIZED CORONER SERVICES
AGREEMENT WITH KEITH CAMPBELL**

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Pend Oreille County Board of Commissioners has the care of county property and the management of county funds and business; and

WHEREAS, the Pend Oreille County Prosecutor/Coroner recommends the approval of the agreement for specialized coroner services with Keith Campbell; and

WHEREAS, the Board of County Commissioners feels that the best interest of the public will be served by entering into the agreement with Keith Campbell.

NOW, THEREFORE BE IT HEREBY RESOLVED by the Pend Oreille County Board of Commissioners that the agreement with Keith Campbell, which is attached hereto and incorporated herein, is hereby approved, and the Chair of the Board, or a majority of the Board is authorized to execute it on behalf of Pend Oreille County.

ADOPTED this _____ day of _____, 2024.

**BOARD OF COUNTY COMMISSIONERS
PEND OREILLE COUNTY, WASHINGTON**

Robert Rosencrantz, Chair

John Gentle, Vice-Chair

Brian Smiley, Member

ATTEST:

Crystal Zieske, Clerk of the Board

**AGREEMENT TO PROVIDE SPECIALIZED SERVICES TO
THE PEND OREILLE COUNTY CORONER'S OFFICE.**

THIS AGREEMENT is effective from January 1, 2024, until December 31, 2024. This Agreement is made and entered into by and between Pend Oreille County, Washington, and Keith Campbell, owner of Campbell Funeral Services, Inc. dba Sherman-Campbell Funeral & Cremation Services.

1. **SPECIALIZED SERVICES TO BE PROVIDED.** Keith Campbell agrees to provide the following specialized services either directly or through Sherman-Campbell Funeral & Cremation Services:
 - (A) The use of a suitable vehicle and staff for removal of deceased individuals from their place of death to the Sherman-Campbell Funeral Home.
 - (B) The use of funeral home facilities for refrigeration and storage of deceased individuals.
 - (C) The use of a suitable vehicle and staff for transportation of deceased individuals to and from autopsies, when necessary.
 - (D) Keith Campbell has been appointed as a Deputy Coroner for Pend Oreille County. In consideration of the compensation payable herein, he will provide the services of a Deputy Coroner including scene response, removal of deceased individuals, extractions of bodily fluids when necessary for investigation purposes, telephone calls to physicians and other similar duties which assist in determining the cause and manner of death.
 - (E) In providing these services, Sherman-Campbell Funeral & Cremation Services agrees to comply with Title VI of the Civil Rights Act.
2. **FEES.** In consideration of the services to be rendered to the County by Keith Campbell and Sherman-Campbell Funeral & Cremation Services, the County shall pay him the sum of \$700.00 per month in response to monthly billings.
3. **INSURANCE.** Sherman-Campbell Funeral & Cremation Services agrees to provide a Certificate of Insurance in the amount of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate naming Pend Oreille County as an "additional insured, primary and non-contributory" and provide a copy of the appropriate policy endorsement. The County shall be given 30 days' notice of any policy cancellation.

4. **TERMINATION.** Either Party to this contract may terminate this contract, without cause, by giving the other party 90 days written notice of their intention to terminate.

IN WITNESS THEREOF, the parties have executed this agreement as of the dates below.

SHERMAN-CAMPBELL
FUNERAL & CREMATION SERVICES


KEITH CAMPBELL, _____ Date 3/21/24

Dated this ____ day of _____, 2024

BOARD OF COUNTY COMMISSIONERS
PEND OREILLE COUNTY, WASHINGTON

ROBERT ROSENCRANTZ, Chair


JOHN GENTLE, Vice-Chair

BRIAN SMILEY, Commissioner

ATTEST:

Crystal Zieske, Clerk of the Board

RECOMMENDED FOR SIGNATURE BY:


Dolly N. Hunt 3/25/24
Pend Oreille County Prosecutor/ Coroner

Board of Commissioners Update Community Development

Monday, April 01, 2024, 11:00 AM

Staffing/Personnel:

The staff is settling in to their new functions pretty well.

Administrative:

We are still compiling proposed updates to the Development Regulations and have run into a couple of issues with the Large Lot Segregation and the Subdivision Road Standards. I've been working with Craig and Jesse to redefine the standard and we have made some very good progress.

Land Use Applications:

The applications for land use are only a couple behind last year's pace, so we're able to keep them moving through fairly quickly. Dock permits have fallen off pretty sharply, with a decrease of 10 from this time last year.

Building Permit Applications:

Permit issuance is roughly on par with last year, with 3 fewer permits issued, but 3 more new homes than the year before.

NOTICE OF PUBLIC HEARING
Declaration of Surplus

Notice is hereby given that the Pend Oreille County Board of Commissioners will be holding a public hearing to receive comments on declaring surplus and identifying the means of disposal the following vehicles with the intention to sell to online auction or other means approved by the board.

VEHICLES

1. 2013 International 760 (T5154)
Vin# 1HTGRSJT1EH768624
2. 2005 Chevy Silverado (MP25)
Vin#1GCEK14V25Z305059
3. 2011 Ford Escape (A69)
Vin#1FMCU9C7XCKA24017
4. 2008 John Deere (L644)
Vin# DW644JZ615812
5. 2011 Ford E350 Van (S9976)
Vin# 1FBNE3BL2BDA53511

This hearing will take place on April 2, 2024, at 9:15 am in the Commissioners Chambers, County Courthouse, 625 W. 4th Street, Newport, Washington. For more information on this please contact Brian Egland at 509-447-4513.

If you require any reasonable accommodation to participate in the meeting, contact the Clerk of the Board at 509-447-4119 at least 48 hours prior to the meeting.

Zoom Meeting Info:

<https://zoom.us/j/5094474119>;

Meeting ID: 509 447 4119 Or Dial

by your location: +1 301 715 8592 US

or +1 253 215 8782 US.

Meeting ID: 509 447 4119

Clerk of the Board

Publish in the Newport Miner

March 20, and March 27, 2024

**PEND OREILLE COUNTY COMMISSIONERS
REQUEST FOR BOARD ACTION**

SUBJECT: Surplus vehicle hearing

SUBMITTED BY: Brian Eglund
AGENDA: April 2, 2024 9:15am

DATE FINAL ACTION IS NEEDED: APPROVAL NEEDED FOR COMMISSION Packet: _____ Commissioner Chair (initials) _____ Commissioner (initials) _____ Commissioner (initials) FINAL ACTION TAKEN: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> No Action Commissioners' Minutes Reference: _____	ATTACHMENTS: R-2024-	TYPE OF ACTION REQUESTED <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Agreement <input type="checkbox"/> Motion <input type="checkbox"/> Consensus <input type="checkbox"/> Other
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RECOMMENDATION OR REQUEST:
Declare vehicle list surplus and provide disposal.

DISCUSSION:
The proposed surplus vehicles are no longer needed by the user departments and ER&R.

ALTERNATIVES:

FISCAL IMPACT:

- **SOURCE OF FUNDS:**
- **AMOUNT BUDGETED: \$**
- **AMOUNT NEEDED FOR PROJECT: \$**

REVIEWED BY PROSECUTOR? ☐ YES ☐ NO ☐ N/A **Comments:**
REVIEWED BY HUMAN RESOURCES? ☐ YES ☐ NO ☐ N/A _____ **HR initials**
REVIEWED BY FINANCIAL MANAGER? ☐ YES ☐ NO ☐ N/A _____ **Jill initials**

**PEND OREILLE COUNTY
NEWPORT, WASHINGTON**

RESOLUTION NO. 2024- _____

**MATTER OF SURPLUS PROPERTY IN THE
EQUIPMENT RENTAL AND REVOLVING FUND**

WHEREAS, the Board of County Commissioners of Pend Oreille County convened in regular session at their office in the courthouse at Newport, Washington on April 2, 2024, at 9:15 a.m. and held a hearing to consider the surplus and sale of the following county vehicles and equipment:

VEHICLES

1. 2013 International 760 (T5154)
Vin# 1HTGRSJT1EH768624
2. 2005 Chevy Silverado (MP25)
Vin#1GCEK14V25Z305059
3. 2011 Ford Escape (A69)
Vin#1FMCU9C7XCKA24017
4. 2008 John Deere (L644)
Vin# DW644JZ615812
5. 2011 Ford E350 Van (S9976)
Vin# 1FBNE3BL2BDA53511

WHEREAS, notice of said hearing was duly given according to law and any interested person was given the opportunity to be heard; and

WHEREAS, there was discussion about the potential use of certain vehicles listed above;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Pend Oreille County Board of Commissioners having fully considered the above, finds that said referenced County-owned vehicles are not required for County purposes and that the public will benefit by declaring said vehicles surplus and disposing of them in manner consistent with the law.

(executed page with signatures is attached)

ADOPTED this _____ day of April, 2024.

**BOARD OF COUNTY COMMISSIONERS
PEND OREILLE COUNTY, WASHINGTON**

Robert Rosencrantz, Chair

John Gentle, Vice-Chair

Brian Smiley, Member

ATTEST:

Crystal Zieske, Clerk of the Board

Pend Oreille County Board of County Commissioners Meeting

April 2, 2024 (Tuesday)

Time 9:25 AM to 10:30 AM

Public Works Hearing Items:

Public Works Action Items:

Head Sheet April Documents Certifications to CRAB

Head Sheet Maintenance Gravel Award

Head Sheet Resolution and Interlocal POC and Cusick Emergency Street Repairs

Resolution and Headsheet Contract for Purchase and Removal Restroom

Head Sheet Resolution and Contract Equip Shed Rehab

Public Works Discussion Items:

Engineering and Construction:

Public Works Board Money

Maintenance:

Slumping Hillside Riverside Road

Plugged pipe on McCloud Creek

ER&R:

Buildings and Grounds:

Solid Waste:

Discussion of End of Legislative secession

Personnel:

Risk Management:

Park and Recreation:

Timber Sale Discussion

General Discussion Topics

PEND OREILLE COUNTY COMMISSIONERS REQUEST FOR BOARD ACTION

SUBJECT: Traffic Law Enforcement Diversion, Annual Certification, Fish Passage Barrier Removal
SUBMITTED BY: Kyel Newberry
AGENDA: 4-2-2024 Public Works

DATE FINAL ACTION IS NEEDED:	ATTACHMENTS:	TYPE OF ACTION REQUESTED
APPROVAL NEEDED FOR COMMISSION Packet:		<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Agreement <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Consensus <input type="checkbox"/> Other
_____ Commissioner Chair (initials) _____ Commissioner (initials) _____ Commissioner (initials)		
FINAL ACTION TAKEN: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> No Action Commissioners' Minutes Reference: _____		

RECOMMENDATION OR REQUEST: Certify the Traffic Law Enforcement Diversion, the POC Annual Certification, and the Fish Barrier Removal, County Road Administration Board electronic forms and authorize the Chair of the Board to sign electronically.

DISCUSSION: WAC regulations require Pend Oreille County to submit three reports by April 1 that are certified by the Board of County Commissioners and signed by the Chair. If the reports are submitted to CRAB prior to April 1, the signature from the Board can come later.

ALTERNATIVES:

FISCAL IMPACT:

- **SOURCE OF FUNDS:**
- **AMOUNT BUDGETED: \$**
- **AMOUNT NEEDED FOR PROJECT: \$**

REVIEWED BY PROSECUTOR? ☐ YES ☐ NO ☐ N/A Comments:REVIEWED BY HUMAN RESOURCES? ☐ YES ☐ NO ☐ N/AREVIEWED BY FINANCIAL MANAGER? ☐ YES ☐ NO ☐ N/A

HR initials

Jill initials

PEND OREILLE COUNTY COMMISSIONERS

REQUEST FOR BOARD ACTION

SUBJECT: 2024 Maintenance Gravel-Award (6 Awards)

SUBMITTED BY: Mike Kirkwood

AGENDA: 4/2/2024 PW Update

DATE FINAL ACTION IS NEEDED:	ATTACHMENTS: PDF-Signed Bid Tabulation	TYPE OF ACTION REQUESTED
APPROVAL NEEDED FOR COMMISSION Packet:		<input type="checkbox"/> Ordinance
_____ Commissioner Chair (initials)		<input type="checkbox"/> Resolution
_____ Commissioner (initials)		<input type="checkbox"/> Agreement
_____ Commissioner (initials)		<input checked="" type="checkbox"/> Motion
FINAL ACTION TAKEN:		<input type="checkbox"/> Consensus
<input type="checkbox"/> Approved		<input type="checkbox"/> Other
<input type="checkbox"/> Denied		
<input type="checkbox"/> No Action		
Commissioners' Minutes		
Reference: _____		

RECOMMENDATION OR REQUEST:

1-Award the 2024 Maintenance Gravel purchase to Peak Sand & Gravel-Priest River Plant in the amount of \$11.75 per ton for WSDOT Specification Top Course and \$11.75 per ton for IDT Specification ¾" "B," with taxes to be applied on actual quantities purchased.

2-Award the 2024 Maintenance Gravel purchase to Newport Equipment Enterprises-Diamond Lake Plant in the amount of \$15.00 per ton for WSDOT Specification Top Course, with taxes to be applied on actual quantities purchased.

3-Award the 2024 Maintenance Gravel purchase to Riverside Concrete, Inc, doing business as Bode's Sand & Gravel in the amount of \$13.75 per ton for WSDOT Specification Top Course from the Chattaroy, WA Plant and \$16.75 per ton for WSDOT Specification Top Course from the Elk, WA Plant, with taxes to be applied on actual quantities purchased.

4-Award the 2024 Maintenance Gravel purchase to WM Winkler Company-Usk, WA Plant in the amount of \$11.00 per ton for WSDOT Specification Top Course, with taxes to be applied on actual quantities purchased.

5-Award the 2024 Maintenance Gravel Purchase to Versatile Industries, Inc.-Metaline Falls, WA Plant in the amount of \$14.00 per ton for WSDOT Specification Top Course, with taxes to be applied on actual quantities purchased.

6-Award the 2024 Maintenance Gravel purchase to Green Dreams International-Northport, WA Plant in the amount of \$14.82 per ton for an alternate crushed surfacing product, with taxes to be applied on actual quantities purchased.

DISCUSSION: Six bids were received for this purchase. Multiple awards allow for control of haul costs, which will be in the best interest of the County, and also allows for better efficiency of moving the product during projects in multiple locations.

ALTERNATIVES:

FISCAL IMPACT:

- **SOURCE OF FUNDS:**
- **AMOUNT BUDGETED:**
- **AMOUNT NEEDED FOR PROJECT:**

REVIEWED BY PROSECUTOR? ☐YES ☐NO ☐N/A **Comments:**

REVIEWED BY HUMAN RESOURCES? ☐YES ☐NO ☐N/A _____ **HR initials**

REVIEWED BY FINANCIAL MANAGER? ☐YES ☐NO ☐N/A _____ **Jill initials**

BID TABULATION

2024 Maintenance Gravel		Peak Sand & Gravel Sandpoint, Idaho		Newport Equipment Enterprises Newport, WA		Green Dreams International Erie, PA		Riverside Concrete Inc. Dba-Bode's Sand & Gravel Elk, WA		WM Winkler Co. Newman Lake, WA		Versatile Ind, Inc. Ione, WA	
Item	UNIT	PLANT	PRICE	PLANT	PRICE	PLANT	PRICE	PLANT	PRICE			PLANT	PRICE
1) WSDOT Top Course	Ton	Priest River, ID	\$11.75	Diamond Lake, WA	\$15.00	N/S		Chattaroy, WA Elk, WA	\$13.75 \$16.75	Usk Plant	\$11.00	Meteline Falls, WA	\$14.00
2) IDT 3/4" "B"	Ton	Priest River, ID	\$11.75	N/S		N/S		N/S		N/S		N/S	
3) Alternate Crushed Surfacing Product	Ton	N/S		N/S		Northport,WA	\$14.82	N/S		others	various	N/S	
Signature Sheet		Y		Y		Y		Y		Y		Y	
Technical Specifications		Y		Y		Y		Y		Y		Y	

I, CRAIG JACKSON, DO HEREBY CERTIFY THAT THE ABOVE LISTING IS A TRUE RECAP OF THE ORIGINAL QUOTES RECEIVED (WHICH ARE ON FILE IN THE PUBLIC WORKS DEPARTMENT)

Craig Jackson
Public Works Director

Published in the Newport Miner 3/6/2024
Bids opened 3/26/2024 1:30 pm

2024 Maintenance Gravel Bid Recommend Award to:

All vendors submitting bids

**PEND OREILLE COUNTY COMMISSIONERS
REQUEST FOR BOARD ACTION**

SUBJECT: Interlocal Agreement Between
Pend Oreille County and
Town of Cusick Emergency
Street Maintenance

SUBMITTED BY: Craig Jackson
AGENDA: Public Works April 2, 2024

DATE FINAL ACTION IS NEEDED:	ATTACHMENTS: R-2024-	TYPE OF ACTION REQUESTED
APPROVAL NEEDED FOR COMMISSION Packet:		<input type="checkbox"/> Ordinance
____ Commissioner Chair (initials)		<input checked="" type="checkbox"/> Resolution
____ Commissioner (initials)		<input type="checkbox"/> Agreement
____ Commissioner (initials)		<input type="checkbox"/> Motion
FINAL ACTION TAKEN:		<input type="checkbox"/> Consensus
<input type="checkbox"/> Approved		<input type="checkbox"/> Other
<input type="checkbox"/> Denied		
<input type="checkbox"/> No Action		
Commissioners' Minutes Reference: _____		

RECOMMENDATION OR REQUEST: Approve the Resolution and the Interlocal Agreement to allow the Pend Oreille County Public Works Department to assist the Town of Cusick with two shoreline repairs adjacent to the Town's Road.

DISCUSSION: Riverside road is threatened by two slumps which recently occurred. These slumps are undermining the newly constructed pathway and have the potential to undermine the southern road along the river.

ALTERNATIVES:

FISCAL IMPACT:

- **SOURCE OF FUNDS:** To be funded by the Town of Cusick.
- **AMOUNT BUDGETED:** \$
- **AMOUNT NEEDED FOR PROJECT:** \$31,000

REVIEWED BY PROSECUTOR? ☒ YES ☐ NO ☐ N/A **Comments:**

REVIEWED BY HUMAN RESOURCES? ☐ YES ☐ NO ☐ N/A

REVIEWED BY FINANCIAL MANAGER? ☐ YES ☐ NO ☐ N/A

HR initials

Jill initials

**PEND OREILLE COUNTY
NEWPORT, WASHINGTON**

RESOLUTION NO. 2024-_____

**INTERLOCAL AGREEMENT FOR EMERGENCY STREET MAINTENANCE-
TOWN OF CUSICK, WASHINGTON**

WHEREAS, Chapter 39.34 RCW, the Interlocal Cooperation Act, authorizes public agencies to enter into agreements for mutually advantageous joint or cooperative action and Pend Oreille County ("County") and the Town of Cusick ("Town") are public agencies within the meaning of Chapter 39.34 RCW, and

WHEREAS, Chapter 35.77 RCW, authorizes an additional and concurrent method for providing joint or cooperative action between towns and counties that relate to town streets, and

WHEREAS, the County has sufficient and adequate equipment, facilities, personnel, and expertise to carry out the planning, design, work, and oversight of the same that is necessary to perform maintenance on roads and streets, and

WHEREAS, the residents of the Town are also residents of the County and the Town, and the residents seek to benefit from the County's abilities to carry out emergency maintenance to a Town road, and

WHEREAS, the County performs certain snow and ice control services for the Town as detailed in Resolution 2020-58, and the County finds the offering to perform the additional emergency maintenance that is further described by the terms of the attached agreement is similarly mutually beneficial to the agencies and their residents.

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Pend Oreille County Board of Commissioners that the Interlocal Agreement for Emergency Street Maintenance, which is attached hereto and incorporated herein, be established and adopted.

ADOPTED this _____ day of April, 2024.

**BOARD OF COUNTY COMMISSIONERS
PEND OREILLE COUNTY, WASHINGTON**

Robert Rosencrantz, Chair

John Gentle, Vice-Chair

Brian Smiley, Member

ATTEST:

Crystal Zieske, Clerk of the Board

EMERGENCY STREET MAINTENANCE INTERLOCAL AGREEMENT

The Agreement made and entered into on the ____ day of _____ 2024 by and with Pend Oreille County, hereafter called "County " and the Town of Cusick, hereafter called "Town."

WHEREAS, a real and immediate threat exists to the Town's River Road that was caused by the sudden erosion of the shoreline of the Pend Oreille River, and

WHEREAS, timely action and emergency repair work to the shoreline is necessary to prevent the loss of, and damage, to River Road, and

WHEREAS, the emergency work and repairs are necessary to mitigate risks to the environment, the public's safety, and the damage to the public's property that will result from the loss of, and damage to, River Road should such the work and repairs not occur.

NOW, THEREFORE, for mutual benefits and considerations, the Parties agree as follows:

- 1) Purpose. The purpose of this Agreement is to allow the Town to take advantage of the County's forces and their expertise so that the County may aid the Town in addressing the emergent situation facing the Town asset commonly referred to as River Road whereby the County, the Town, and their residents will mutually benefit from the protection of the asset.
- 2) County Obligations. The County shall obtain permits and provide the necessary engineering, administrative, and clerical services to carry out the repair work necessary to safeguard the public and mitigate the loss of River Road between Usk and Cusick within the Town limits of Cusick. The County Engineer may exercise all the powers and perform all the duties vested by law in the Town while doing so. The County shall determine the applicable design and construction standards. The County may, at its sole discretion, perform the work through a contractor, or it may self-perform the work. The County shall determine the most cost effective and expedient method to perform the emergency repair and mitigate the present emergency facing the Town's road.
- 3) Town Obligations. The Town shall enact the necessary ordinances for the administration, establishment, construction, repair, maintenance, regulation, and protection of its streets so that the County may lawfully carry out the terms of the agreement. The Town shall reimburse the County for its work performed by the County or its contractor, based on the actual cost incurred by the County, plus five percent for accounting, billing, and administrative services. The amount the Town shall reimburse the County is the amount paid to a contractor, or the cost of labor and fringe benefits, equipment rental, engineering and materials used in the work if the County self performs the work. The County shall submit a statement of the costs to the Town within thirty days of completing the work, and the Town shall pay the County the amount shown on the statement within thirty days.
- 4) Term. This Agreement is effective upon complete execution by the parties' authorized representatives and shall terminate on the earlier occurrence of the County completing the emergency repairs and submitting its statement to the Town on May 30, 2024. Upon termination, all designs, plans, and materials used to complete the work contemplated by this Agreement shall become property of the Town.

5) Prior Agreement. The terms of the 2020 Agreement between the Town and County that contradict the terms of this Agreement are replaced by this Agreement while it is in effect. This Agreement shall have no effect on the prior agreement after its termination.

6) Indemnification, defend, and hold harmless. The Town agrees to indemnify, defend, and hold the County harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs and attorney's fees, by reason of the County's performance of this Agreement.

The Town's indemnification obligation shall not apply in the limited circumstance where the claim, damage, loss, or expense is caused by the County's sole willful negligence. In the event of the concurrent negligence of the Town and the County, the Town's indemnification obligation is limited to the extent of the Town's negligence. The Town's indemnification obligation is not limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act, or other employee benefit act. The Town hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the Town are a material inducement for County to enter into this Agreement, are reflected in its acceptance of the mutual benefit and its compensation, and have been mutually negotiated by the parties. The duties imposed by this section shall survive termination or expiration of this Agreement.

7) Representatives. No separate entity is created by this agreement. The following representatives, or their designees, are responsible for administering this agreement for their entity and all communication regarding the performance of this contract:

Organization	Town	County
Representative		Craig Jackson
Title	Mayor	Public Works Director
Address	PO Box 263 Cusick WA 99119	PO Box 5040 625 West 4 th St. Newport, WA 99156
Phone		509-207-9520
Fax		509.447.5890
e-mail		craig.jackson@pendoreille.org

8) Filing. Each party shall make this Agreement available for public access by filing it with the County Auditor or listing the Agreement on the Party's website.

9) RCW 36.34.030 Required Clauses. Purpose; paragraph 1. Duration; paragraph 4. Organization/No Separate Entity; Paragraph 6, Financing; paragraph 3, Termination; paragraph 4, Administrators/representatives; paragraph 7; Property upon Termination; paragraph 4; Filing Agreement, paragraph 8.

Pend Oreille County:

Robert Rosencrantz, Chair

Date Signed: _____

ATTEST:

Crystal Zieske

Clerk of the Board/Office Manager

Town of Cusick:

_____, Mayor

Date Signed: _____

ATTEST:

Clerk of the Board

**PEND OREILLE COUNTY COMMISSIONERS
REQUEST FOR BOARD ACTION**

SUBJECT: Contract with Jason McQuinn for removal of Surplus Property-Vault Toilet
Purchase and
SUBMITTED BY: Mike Kirkwood
AGENDA: 4/2/2024 PW Update

DATE FINAL ACTION IS NEEDED: APPROVAL NEEDED FOR COMMISSION Packet: ____ Commissioner Chair (initials) ____ Commissioner (initials) ____ Commissioner (initials) FINAL ACTION TAKEN: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> No Action Commissioners' Minutes Reference: _____	ATTACHMENTS: Resolution #2024-_____ Signed Agreement w/ Jason McQuinn	TYPE OF ACTION REQUESTED <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Agreement <input type="checkbox"/> Motion <input type="checkbox"/> Consensus <input type="checkbox"/> Other
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RECOMMENDATION OR REQUEST: Approve Contact for the Purchase and Removal of Surplus Property with Jason McQuinn for the Pend Oreille County Park Vault Toilet Structure.

DISCUSSION: Agreement to hold harmless, provide insurance and set terms for removal of structure. Scheduled to be removed by Barnhardt Crane on April 6, 2024.

ALTERNATIVES:

FISCAL IMPACT: \$

- **SOURCE OF FUNDS:**
- **AMOUNT BUDGETED: \$**
- **AMOUNT NEEDED FOR PROJECT: \$**

REVIEWED BY PROSECUTOR? ☒ YES ☐ NO ☐ N/A **Comments:**

REVIEWED BY HUMAN RESOURCES? ☐ YES ☐ NO ☐ N/A

REVIEWED BY FINANCIAL MANAGER? ☐ YES ☐ NO ☐ N/A

_____**HR initials**

_____**Jill initials**

**PEND OREILLE COUNTY
NEWPORT, WASHINGTON**

RESOLUTION NO. 2024- _____

**APPROVAL OF THE CONTRACT FOR THE PURCHASE AND REMOVAL OF SURPLUS
PROPERTY-PEND OREILLE COUNTY PARK VAULT TOILET**

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Pend Oreille County, Washington ("the Board") has the care of county property and the management of county funds and business; and

WHEREAS, the Board of County Commissioners approved the surplus property request from the Parks & Recreation Director for the vault toilet located in Pend Oreille County Park, adjacent to the State Highway; and

WHEREAS, the Board of County Commissioners advertised for and conducted a public hearing on January 9, 2024 in relation to the disposal of surplus property; and

WHEREAS, upon completion of the public hearing, the Board of County Commissioners authorized by Resolution 2024-021 the disposal of the surplus property by public auction; and

WHEREAS, the surplus property was advertised on Public Surplus website and sold for an amount of \$500.00 to Jason McQuinn of Bear Paw Camp, Newport, WA; and

WHEREAS, Jason McQuinn of Bear Paw Camp, Newport, WA was required to sign a contract for purchase and removal of structure(s) from the Pend Oreille County Park; and

WHEREAS, the Board believes that the best interest of the public will be served by entering said contract with Jason McQuinn.

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Pend Oreille County Board of Commissioners that the Contract for Purchase and Removal of Structure(s) with Jason McQuinn, which is attached hereto and incorporated herein, be established and adopted.

BE IT FURTHER RESOLVED, by the Pend Oreille County Board of Commissioners, that the Contract for Purchase and Removal of Structure(s) with Jason McQuinn is hereby approved, and the Chair of the Board, or a majority of the Board is hereby authorized to execute it on behalf of Pend Oreille County.

[executed page with signatures is attached]

ADOPTED this _____ day of April, 2024.

**BOARD OF COUNTY COMMISSIONERS
PEND OREILLE COUNTY, WASHINGTON**

Robert Rosencrantz, Chair

John Gentle, Vice-Chair

Brian Smiley, Member

ATTEST:

Crystal Zieske, Clerk of the Board



CONTRACT FOR PURCHASE AND REMOVAL OF STRUCTURE(S)

This Contract for Purchase and Removal of Structure(s) (hereafter "Agreement") is between Pend Oreille County (hereafter "County") and Jason McCann (hereafter "Buyer") individually each a "Party" and collectively "Parties." This Agreement shall take effect on the date it is signed by all Parties below (hereafter "Effective Date").

RECITALS

A. The County owns and operates the Pend Oreille County Park, located at 318341 Hwy 2 Newport, WA 99156 (hereafter "County Park").

B. In January 2024, the County resolved (through Resolution No. 2024-021) to declare a modular structure that was once used as a residence by the caretaker of the County Park (hereafter "Park House") and a structure over a holding tank that houses a waterless toilet (hereafter "Vault Toilet") surplus. (Park House and Vault Toilet may hereafter be individually referred to as "Structure" and collectively referred to as the "Structures".)

C. The County desires to sell the surplus Structures and remove the same from the County Park, and it published advertisements offering the Structures for sale through public auction.

D. Buyer submitted the highest bid at the public auction and desires to purchase the ☐ Park House and/or ☒ Vault Toilet from the County and remove the same from the County Park.

Therefore, in consideration of the mutual promises set forth below, the Parties agree to enter into this Agreement that governs the removal of the Structure(s) from the County Park and the ownership transfer of the same as follows:

AGREEMENT

1. **Purchase Price, Terms, and Conditions.** Buyer agrees to pay the County \$ 50000 for the ☐ Park House and/or ☒ Vault Toilet and the right to remove the same from the County Park (hereafter "Purchase Price") according to the terms of this Agreement and the Online Sales Terms and Conditions provided prior to bidding by www.PublicSurplus.com. Said Terms and Conditions are hereby incorporated herein by reference as if set forth in full in this Agreement.

2. **Buyer's Inspection.** Buyer agrees that it has inspected the Structure(s) and made its own opinion as to the suitability of the Structure(s) for its intended use. Buyer further agrees that it has made its own determination as to the suitability of the Structure(s) for relocation as intended by this Agreement along with the feasibility of the intended relocation.

3. **Condition and Location.** Buyer agrees to take the Structure(s) "as is" and "where is." The County makes no representations or warranties of any kind regarding the condition of the Structure(s), their suitability for relocation, or the feasibility of relocation.

4. **Transfer of Ownership.** The Parties agree that Buyer's right of possession of the Structure(s) shall pass to Buyer upon the Buyer commencing removal of the respective structure(s). The Parties further agree that this Agreement does not convey any title to, or interest in, the County Park or any property other than the Structure(s) described herein.

5. **Risk of Loss.** Buyer accepts all risk of loss associated with removal and relocation of the Structure(s). In the event that the entirety of the Structure(s) are destroyed by any cause that does not result from Buyer's actions prior to the commencement of removal and prior to the date Buyer is to complete the removal provided in paragraph 7 below, the County's liability is limited to refunding the Purchase Price to Buyer.

6. **Obligation to Remove.** Buyer agrees to remove the Structure(s) from the County Park following execution of this Agreement. Buyer assumes all costs associated with, or related to, the removal and relocation of the Structure(s). In the event that the Structure(s) are not removed from the County Park by the date stated in paragraph 7 below, or such later date as agreed to by the County, Buyer agrees to forfeit any interest it acquired, if any, in the Structure(s). Buyer hereby waives any entitlement to a refund of the Purchase Price should it fail to remove the Structure(s) from the County Park prior to forfeiting its interest.

7. **Notice and Time to Remove.** Buyer agrees to provide the County with at least five business days' notice of the date(s) on which Buyer plans to commence removal of the Structure(s). Buyer shall commence the removal of the Structure(s) in a timely and reasonable manner, but in no event shall commencement of removal begin later than April 1, 2024 without the prior written authorization from the County. Buyer agrees to complete the removal by April 30, 2024.

8. **Permits, Registrations, and Licenses.** Prior to commencing removal or relocation, Buyer agrees to acquire all necessary permits, registrations, and licenses required for the removal and relocation of the Structure(s) from the County Park. Buyer shall contact the appropriate utility providers, if any, to obtain any necessary permits for the disconnection of utilities. Buyer shall comply with all applicable codes, policies, and regulatory requirements for removal and relocation of the Structure(s). Should removal and relocation require disconnection of utilities, Buyer shall undertake those disconnections in a safe and reasonable manner.

9. **Cleanup following removal.** Buyer shall perform reasonable cleanup of the County Park following removal of the Structure(s). Buyer agrees to ensure that all utilities are properly capped or decommissioned.

10. **Insurance.** Buyer shall obtain and maintain insurance in conformance with the requirements set forth below. Buyer acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds in excess of the limits and coverage required in this Agreement and which is applicable to a given loss, will be available to the County.

Prior to commencing removal or relocation, Buyer shall provide the County with certificates of insurance evidencing the following types of coverage:

- a. Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Buyer shall supply this certificate with the County named as additionally insured. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$2,000,000 per occurrence for all covered losses and no less than \$4,000,000 general aggregate.
- b. Workers' Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.
- c. Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including owned, non-owned and hired autos, or the exact equivalent. Limits shall be no less than \$2,000,000 per accident, combined single limit. If Buyer owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Buyer or Buyer's employees will use personal autos in any way on this project, Buyer shall obtain evidence of personal auto liability coverage for each such person.
- d. Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Such policy or policies shall include as insureds those covered by the underlying policies, including additional insureds. Coverage shall be "pay on behalf", with defense costs payable in addition to policy limits. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to County for injury to employees of Buyer, subcontractors or others involved in the Work. The scope of coverage provided is subject to approval of County following receipt of proof.

11. Indemnity. Buyer agrees to indemnify, hold harmless, and at the County's sole option, defend, the County from and against any and all claims, loss, costs, or expenses, including attorney fees, liability, suit or cause of action, award or judgment for bodily injury to any person including an employee or agent of either Party hereto or damage to property arising out of the act or acts, the failure to act, the negligence or conduct of any nature of Buyer, its contractors, employees, agents, officers, directors, staff or anyone else acting on behalf of Buyer relating to the removal and relocation of the Structure(s). Buyer is not obligated to indemnify the County for the sole gross negligence or willful misconduct of the County, but Buyer's obligation to indemnify and defend shall continue until the fact of such sole gross negligence or willful misconduct is finally established in a court of competent jurisdiction. The indemnification obligations of Buyer shall not be limited by any insurance coverage available to Buyer and shall survive termination of this Agreement.

Buyer's indemnification obligation shall not be limited in any way by the Washington State Industrial Insurance Act RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the Buyer hereby expressly waives any immunity afforded by such acts and acknowledges that this waiver was mutually agreed upon.

12. Mutual Obligations. Buyer agrees to incorporate all obligations and responsibilities owed to County through the terms of this Agreement into all subcontracts to which the substance and work contemplated by this Agreement applies. Buyer shall require its contractors and subcontractors to be bound to the County by terms of this Agreement. E.g. Buyer shall require all its contractors or subcontractors to satisfy the obligations and responsibilities contained in paragraphs 8-11 of this Agreement.

13. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given and received: (a) when personally delivered, or delivered by same-day courier; or (b) on the third business day after mailing by registered or certified mail, postage prepaid, return receipt requested to the address of the Party's principal place of business.

14. No Joint Venture. By entering into this Agreement, the Parties do not engage in any form of partnership or joint venture. Neither the Buyer nor the County has authority to act on behalf of the other.

15. No Assignment. Buyer may not assign his rights under this Agreement without the written consent of the County.

16.

17. Entire Agreement. This Agreement represents the complete understanding among the Parties as to the subject matter contained herein and supersedes all prior negotiations, representations, guarantees, warranties, promises, statements, or agreements, whether written or oral, between the Parties as to the same.

18. Amendment and Waiver. No amendment of this Agreement, and no waiver of any provision of this Agreement, is effective unless set forth in a writing expressing the intent to so amend or waive and the exact nature of such amendment or waiver, which is signed by the Parties (in case of amendment) or the waiving party (in the case of waiver). No waiver of a right in any one instance shall operate as a waiver of any other right or as a waiver of such right in a later or separate instance.

19. Governing Law/Venue. The laws of the State of Washington, without regard to its conflicts of laws rules, will govern this Agreement and the Parties hereby agree that the exclusive jurisdiction and venue of any disputes arising out of, or related, to this Agreement is the Superior court located in Pend Oreille County.

20. Costs and Attorneys' Fees. If any Party shall breach or be in default under the terms of this Agreement, the non-defaulting Party shall have the right, at the defaulting Party's expense, to retain an attorney to make any demand, enforce any remedy, or otherwise protect or enforce its rights under this Agreement. The non-prevailing Party hereby agrees and promises to pay all costs and expenses so incurred by the substantially prevailing Party, including, without limitation, reasonable attorneys' fees.

21. Severability. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be modified or deleted to the minimum extent necessary, and the remaining provisions shall remain in full force and effect.

22. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date of mutual signing.

BUYER:


BY: _____ Date 5-28-24
ITS: _____

BOARD OF COUNTY COMMISSIONERS
PEND OREILLE COUNTY,
WASHINGTON

Robert Rosencrantz, Chair _____ Date _____

John Gentle, Vice-Chair _____ Date _____

Brian Smiley, Member _____ Date _____

PEND OREILLE COUNTY COMMISSIONERS

REQUEST FOR BOARD ACTION

SUBJECT: Award 2024 Equipment Shed Rehab Contract

SUBMITTED BY: Mike Kirkwood

AGENDA: 4/2/2024 PW Update

DATE FINAL ACTION IS NEEDED:	ATTACHMENTS:	TYPE OF ACTION REQUESTED
	Resolution #2024-_____	<input type="checkbox"/> Ordinance
APPROVAL NEEDED FOR COMMISSION Packet:	Signed Agreement WRS	<input checked="" type="checkbox"/> Resolution
_____ Commissioner Chair (initials)		<input type="checkbox"/> Agreement
_____ Commissioner (initials)		<input type="checkbox"/> Motion
_____ Commissioner (initials)		<input type="checkbox"/> Consensus
FINAL ACTION TAKEN:		<input type="checkbox"/> Other
<input type="checkbox"/> Approved		
<input type="checkbox"/> Denied		
<input type="checkbox"/> No Action		
Commissioners' Minutes		
Reference: _____		

RECOMMENDATION OR REQUEST: Approve the Contract for the 2024 Equipment Shed Rehab project to Washington Roofing Solutions, LLC in the amount of \$51,550.61.

DISCUSSION: Project was awarded to Washington Roofing Solutions, LLC, who is a responsible contractor and meets all criteria to contract with.

ALTERNATIVES:

FISCAL IMPACT: \$

- **SOURCE OF FUNDS:**
- **AMOUNT BUDGETED: \$**
- **AMOUNT NEEDED FOR PROJECT: \$**

REVIEWED BY PROSECUTOR? ☒ YES ☐ NO ☐ N/A **Comments:**

REVIEWED BY HUMAN RESOURCES? ☐ YES ☐ NO ☐ N/A

REVIEWED BY FINANCIAL MANAGER? ☐ YES ☐ NO ☐ N/A

_____ **HR initials**

_____ **Jill initials**

**PEND OREILLE COUNTY
NEWPORT, WASHINGTON**

RESOLUTION NO. 2024- _____

**APPROVAL OF THE CONTRACT FOR THE 2024 EQUIPMENT SHED REHAB PROJECT
TO WASHINGTON ROOFING SOLUTIONS, LLC**

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Pend Oreille County, Washington ("the Board") has the care of county property and the management of county funds and business; and

WHEREAS, the Board of County Commissioners approved the advertisement and award of the 2024 Equipment Shed Rehab Project; and

WHEREAS, the Board of County Commissioners awarded the contract to Washington Roofing Solutions, LLC; and

WHEREAS, the County Public Works Department recommends the approval of the contract for the 2024 Equipment Shed Rehab Project with Washington Roofing Solutions, LLC; and

WHEREAS, the Board of County Commissioners believes that the best interest of the public will be served by entering into the contact with Washington Roofing Solutions, LLC.

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Pend Oreille County Board of Commissioners that the 2024 Equipment Shed Rehab Contract, which is attached hereto and incorporated herein, be established and adopted.

BE IT FURTHER RESOLVED, by the Pend Oreille County Board of Commissioners, that the 2024 Equipment Shed Rehab Contract is hereby approved, and the Chair of the Board, or a majority of the Board is hereby authorized to execute it on behalf of Pend Oreille County.

ADOPTED this _____ day of April, 2024.

**BOARD OF COUNTY COMMISSIONERS
PEND OREILLE COUNTY, WASHINGTON**

Robert Rosencrantz, Chair

John Gentle, Vice-Chair

Brian Smiley, Member

ATTEST:

Crystal Zieske, Clerk of the Board



**2024 EQUIPMENT SHED REHAB
1003 1ST ST. NEWPORT, WA 99156**

THIS AGREEMENT made and entered into this ____ day of _____, 2024 between Pend Oreille County, a municipal corporation of the State of Washington (hereafter "County") acting through its Board of County Commissioners (hereafter "Board") by virtue of Title 36 Revised Code of Washington, as amended, and Washington Roofing Solutions, LLC, hereinafter called the Contractor. County and Contractor may be referred to herein individually as "Party" and collectively as "Parties."

WITNESSETH:

That in consideration of the payments, covenants and agreements, hereinafter mentioned, to be made and performed by the Parties hereto, the Parties hereto covenant and agree as follows:

- I. SCOPE OF WORK.** The Contractor agrees to supply materials, disposal and do all work described in the twenty-two-page bid package titled "2024 Equipment Shed Rehab" for the County property located at 1003 1st. Newport, WA 99156 (dated February 28, 2024) together with its one-page bid form opened on March 26, 2024. Said documents are expressly incorporated by reference and made a part of the Agreement as if fully set forth herein at length (hereafter "Contract Documents"). Contractor further agrees to furnish all tools, materials and equipment necessary to perform and complete services required by the Contract Documents and further agrees to perform any changes in, or additions to, the work required by this Agreement and every part thereof. The Contractor shall provide and bear the expense of all equipment, work, and labor of any sort whatsoever that may be required for the transfer of materials and for completing the work provided for in this Agreement and every part thereof.
- II. CONTRACTOR INSPECTION.** Contractor warrants to County that it had an opportunity to fully inspect the project building pursuant to this Agreement. Contractor further warrants to County that it enters into this Agreement based solely upon their own judgment, formed after their own examination and inspection of the project building. Finally, Contractor warrants it enters into this Agreement without any reliance upon the approximate measurements shown and square footage estimates provided, pre-bid documentation, or any other representations by County, and has preformed their own measurements for actual dimensions and quantities.
- III. LIMITATION ON DAMAGE.** In the event County breaches this Agreement, Contractor agrees its exclusive remedy is the return of its Performance Bond and Contractor's demonstrated reasonable expenditures for materials purchased and work completed. The Contractor agrees not to hold County liable for any other damages, whether direct, incidental, or consequential.

IV. AGREEMENT COMPLETE. The Parties agree that this Agreement and the Contract Documents are the final expression of the Parties' mutually negotiated agreement. There are no understandings, agreements, or representations, expressed or implied, which are not specified in this Agreement and the Contract Documents.

V. CONTRACTOR'S REQUIRED ITEMS. The Contractor shall provide the following required items prior to a Notice to Proceed being issued:

- a. Current W9
- b. Certificates of Insurance- To the requirements of Request for Sealed Bids- Section VI.
- c. Performance Bond-To the requirements of Request for Sealed Bids- Section IV-Paragraph 41.
- d. Intent to Pay Prevailing Wages- To the requirements of Request for Sealed Bids- Section IV-Paragraph 43.

VI. The awarded contract Bid prices as shown below:

Equipment Building Rehab, including: <ul style="list-style-type: none">• Roof/Wall Metal Removal• Door Removal• Door Framing• Hauling & Disposal• New Metal Package Installed• Warranties for Materials & Labor	Lump Sum	\$47,750.00
Repair of members as needed. <ul style="list-style-type: none">• Materials by POC	Hour	\$115.00
Subtotal		\$47,865.00
Tax		\$3,685.61
Grand Total		\$51,550.61

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IN WITNESS WHEREOF, The said Contractor has executed this instrument on the day and year first below written, and the Board of County Commissioners of the aforesaid County, pursuant to resolution duly adopted, has caused this instrument to be executed by and in the name of said Board, duly attested by its Clerk and the seal of said Board to be hereunto affixed the day and year first above written.

This AGREEMENT is made and signed this _____ day of _____, 2024

CONTRACTOR

Melissa Gustafson
Authorized Agent (Print Name)

Melissa Gustafson
Signature

602-871-329
UBI No.

**BOARD OF COUNTY COMMISSIONERS
PEND OREILLE COUNTY, WASHINGTON**

Robert Rosencrantz, Chair

John Gentle, Vice-Chair

Brian Smiley, Member

Attest:

Crystal Zieske, Clerk of the Board