

**PEND OREILLE COUNTY  
NEWPORT, WASHINGTON**

**RESOLUTION NO. 2024- 057**

**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.

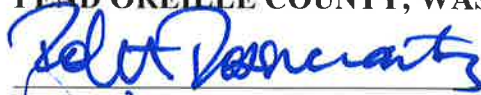
**NOW, THEREFORE, BE IT HEREBY RESOLVED**, by the Pend Oreille County Board of Commissioners that the Contract for Purchase and Removal of Structure(s) with Jason McQuinn, which is attached hereto and incorporated herein, be established and adopted.

**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.

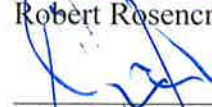
[executed page with signatures is attached]

ADOPTED this 2 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 McQuinn (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 \$ 5000.00 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](http://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.

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

BY:

FIS:

Date \_\_\_\_\_

Robert Rosencrantz, Chair

Date \_\_\_\_\_

John Gentle, Vice-Chair

Date \_\_\_\_\_

Brian Smiley, Member

Date \_\_\_\_\_