

**DRAFT**



**Bonner County**  
**Board of Commissioners**

Luke Omodt

Steve Bradshaw

Asia Williams

September 12, 2023

**Memorandum**

**CONSENT  
AGENDA**

To: Bonner County Commissioners  
Re: Adopting the Order of the Agenda as Presented

A suggested Motion would be: **Mr. Chairman I move to adopt the order of agenda as Presented.**

Consent Agenda  
The Consent Agenda includes:

**CONSENT AGENDA – Action Item**

- 1) Bonner County Commissioners’ Minutes for September 5, 2023
- 2) Catering Permit: Barrel 33, Sandpoint, ID; Ardy’s Café, Coolin, ID
- 3) Invoices over \$5k: Sheriff (3-2 Confidential); Road & Bridge; District Court

A suggested motion would be: **Mr. Chairman, based on the information before us I move to approve the consent agenda as presented.**

Recommendation Acceptance:  yes  no \_\_\_\_\_ Date: \_\_\_\_\_  
Steve Bradshaw, Chairman

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**DRAFT**



# **Bonner County**

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## **Board of Commissioners**

Luke Omodt

Steve Bradshaw

Asia Williams

### **MINUTES FOR THE BONNER COUNTY BOARD OF COMMISSIONERS' MEETING**

September 5, 2023 – 9:00 A.M.

Bonner County Administration Building  
1500 Hwy 2, Suite 338, Sandpoint, ID

On Tuesday, September 5, 2023, the Bonner County Commissioners met for their regularly scheduled meeting with Commissioners Bradshaw, Omodt, and Williams present. Commissioner Bradshaw called the meeting to order at 9:01 a.m. The Invocation was presented by Clerk Michael Rosedale and the Pledge of Allegiance followed.

#### **PUBLIC COMMENT**

- Rick Kramer – Requested Commissioners Omodt and Bradshaw to resign or to be removed.
- Jennifer Kramer – Requested Commissioner Bradshaw resign. Directed to Commissioner Omodt: spoke about Special Meetings and recesses during the business meetings; requested the Commissioner Omodt resign.
- Dimitri Borisov - Spoke regarding potential upcoming Federal mandate regarding new covid vaccine.
- Requested that the County do not enforce any such mandates. Commissioner Bradshaw said he did not support previous mandates and his stance has not changed.
- Theresa Hiesener – Directed to Commissioner Omodt: made a perceived inappropriate comment on Facebook. Asked that the board allow Commissioner Williams to represent her constituents.
- Wayne Martin – Requested Commissioner Bradshaw have some District 1 Town Halls to discuss things that are going on in the District.

#### **ADOPT ORDER OF THE AGENDA AS PRESENTED**

Commissioner Omodt made a motion to adopt the order of agenda as presented. Commissioner Williams seconded the motion. Roll call vote: Commissioner Omodt – Yes, Commissioner Williams – Yes, Commissioner Bradshaw – Yes. The motion passed.

**DISTRICT 1 REPORT** – Nothing to report at this time.

**DISTRICT 2 REPORT** – Commissioner Williams gave an extensive report of issues and activities. Invited questions and comments from the public.

**DISTRICT 3 REPORT** – Commissioner Omodt gave an extensive report of issues and activities.

Spencer Hutchings spoke without being recognized by the Chair during Commissioner Omodt’s District 3 report. Commissioner Bradshaw asked that Mr. Hutchings be removed for being out of order. Mr. Hutchings chose to be seated and wait until being recognized.

Commissioner Omodt continued his report uninterrupted.

Spencer Hutchings was recognized by the chair to speak. Directed at Commissioner Omodt: Special Meetings should not continue, and they are not transparent with these meetings. Discussion followed.



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Dave Bowman: Directed to Commissioner Williams: requested she elaborate on being sued internally regarding the Fair Board. Commissioner Williams responded, as did Commissioner Omodt.

**CONSENT AGENDA – Action Item**

1) Bonner County Commissioners’ Minutes for August 29, 2023

Commissioner Williams made a motion to approve the consent agenda as presented. Commissioner Omodt seconded the motion. Roll call vote: Commissioner Omodt – Yes, Commissioner Williams – Yes, Commissioner Bradshaw – Yes. The motion passed.

**CLERK – Michael Rosedale**

1) Action Item: Discussion/Decision Regarding FY23 Claims Batch #24 \$791,704.48 & Demands in Batch #24 \$123,943.72; **Totaling \$915,648.20**

Claims Batch #24		
General Fund	\$	149,997.85
Road & Bridge	\$	392,521.13
Airport	\$	1,880.19
Elections	\$	(591.00)
Drug Court	\$	101.45
District Court	\$	9,137.13
911 Fund	\$	35,374.27
Revaluation	\$	5,987.38
Solid Waste	\$	76,867.36
Tort	\$	285.00
Weeds	\$	603.44
Parks & Recreation	\$	316.73
Justice Fund	\$	72,584.87
East Bonner Snowmobile	\$	4,090.40
Waterways	\$	476.71
Grants	\$	5,900.81
Northside Fire	\$	10,295.76
Spirit Lake Fire	\$	25,875.00
Total	\$	791,704.48
Claims Batch #24		
Demands	\$	123,943.72

Commissioner Omodt made a motion to approve payment of the FY23 Claims and Demands in Batch #24 Totaling \$915,648.20. Commissioner Williams seconded the motion. Roll call vote: Commissioner Omodt – Yes, Commissioner Williams – Yes, Commissioner Bradshaw – Yes. The motion passed.

2) Action Item: Discussion/Decision Regarding FY23 EMS Batch #24 \$55,989.59 & Demands in Batch #24 \$13,184.84; **Totaling \$69,174.43**

EMS Claims Batch #24		
Ambulance District	\$	55,989.59

EMS Claims Batch #24	
Demands	\$ 13,184.84

Commissioner Williams made a motion to approve payment of the FY23 EMS Claims and Demands in Batch #24 Totaling \$69,174.43. Commissioner Omodt seconded the motion.

Public Comment:

- Doug Paterson asked about EMS Demands.

Mike Rosedale responded.

Roll call vote: Commissioner Omodt – Yes, Commissioner Williams – Yes, Commissioner Bradshaw – Yes. The motion passed.

3) Action Item: Discussion/Decision Regarding Acceptance Local and Tribal Consistency Fund  
 Commissioner Omodt made a motion to approve acceptance of the Local Assistance and Tribal Consistency fund allocations for Bonner County in the amount of \$1,088,732.15 for FY2022 and \$1,088,732.15 for FY2023 and authorize the Clerk to submit for the second tranche of \$1,088,732.15 for FY2023. Commissioner Williams seconded the motion. Roll call vote: Commissioner Omodt – Yes, Commissioner Williams – Yes, Commissioner Bradshaw – Yes. The motion passed.

**PUBLIC DEFENDER** – Luke Hagelberg

1) Action Item: Discussion/Decision Regarding FY24 Indigent Defense Financial Assistance Agreement  
 Commissioner Williams made a motion to approve and sign the FY2024 Indigent Defense Financial Assistance Agreement. Commissioner Omodt seconded the motion. Roll call vote: Commissioner Omodt – Yes, Commissioner Williams – Yes, Commissioner Bradshaw – Yes. The motion passed.

**PROSECUTOR** – Bill Wilson

1) Action Item: Discussion/Decision Regarding Budget Adjustment, Justice Fund Statutory Reserve;  
**Resolution**

Commissioner Omodt made a motion to approve Resolution #2023-67 authorizing the Clerk to open the Justice Civil Lit budget and decrease line item 03412 -7860 Justice Statutory 5% Reserve by \$120,000 and increase line item 03471-7100 Professional services - Legal in the amount of \$120,000. Commissioner Williams seconded the motion.

Public Comment:

- Jim Leighty asked what the reason for overruns was.
- Jennifer Kramer asked if there is a way to limit litigation if this is a consistent cause of overruns to the budget.
- Spencer Hutchings questioned what the top couple of things for the \$120,000.
- Trish Bowlin asked if there was an uptick of lawsuits this year and which firm gets the majority of these funds.
- Rick Kramer asked if any County money used to defend Commissioner Bradshaw.
- Jim Leighty asked if there are certain offices in the County that need more defense in regard to employment litigation.
- Rick Kramer asked about first dollar insurance.

Responses by Bill Wilson and Commissioner Williams.

Roll call vote: Commissioner Omodt – Yes, Commissioner Williams – Yes, Commissioner Bradshaw – Yes. The motion passed.

**HUMAN RESOURCES** – Alissa Clark

1) Action Item: Discussion/Decision Regarding Bonner County Policy 2500, Tuition Reimbursement  
 Commissioner Williams made a motion to approve the change made to Policy #2500, Tuition Reimbursement. Commissioner Omodt seconded the motion. Roll call vote: Commissioner Omodt – Yes, Commissioner Williams – Yes, Commissioner Bradshaw – Yes. The motion passed.

2) Action Item: Discussion/Decision Regarding TPA Service Agreement with PacificSource

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Commissioner Omodt made a motion to approve the Third-Party Administrator Service Agreement with PacificSource, effective October 1, 2023. Commissioner Williams seconded the motion. Roll call vote: Commissioner Omodt – Yes, Commissioner Williams – Yes, Commissioner Bradshaw – Yes. The motion passed.

**EMS** – Jeff Lindsey

1) Action Item: Discussion/Decision Regarding Unscheduled Revenue **Resolution**

Commissioner Williams made a motion to approve Resolution #2023-68 for unscheduled revenue, placing \$108,000 in 99918 – 7860, Miscellaneous Expenses. Commissioner Omodt seconded the motion. Roll call vote: Commissioner Omodt – Yes, Commissioner Williams – Yes, Commissioner Bradshaw – Yes. The motion passed.

**BOCC** – Luke Omodt

1) Action Item: Discussion/Decision Regarding Lake Pend Oreille School District #84 L2 Certification Extension Request

Commissioner Omodt made a motion to approve Lake Pend Oreille School District #84 L2 Certification extension request. Commissioner Williams seconded the motion. Roll call vote: Commissioner Omodt – Yes, Commissioner Williams – Abstain, Commissioner Bradshaw – Yes. The motion passed.

Commissioner Bradshaw adjourned the meeting at 10:02 a.m.

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The following is a summary of the Board of County Commissioners Special Meetings, (including Tax Cancellations, Assistance Meetings/Admin and other) Executive Sessions, Emergency Meetings and Hearings held during the week of August 29, 2023 – September 4, 2023  
Copies of the complete meeting minutes are available upon request.

On Wednesday, August 30, 2023 a Planning Workshop was held pursuant to Idaho Code §74-204 (2).

ATTEST: Michael W. Rosedale

By \_\_\_\_\_  
Chairman Steve Bradshaw

By \_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Date



# IDAHO ALCOHOL BEVERAGE CATERING PERMIT

BUSINESS NAME: BARREL 33 SANDPOINT

TOTAL DAYS (Up to 3 days total): 1.  2.  3.

TOTAL FEES (\$20/day): \$20  \$40  \$60

FACILITY ADDRESS: 100 N 1ST AVE CITY: SANDPOINT COUNTY: BONNER

STATE OF IDAHO ALCOHOL BEVERAGE LICENSE NUMBER: 33888 PREMISE NUMBER: 7B-33888

DATES PERMIT TO BE USED: FROM 09/30/2023 TO 10/01/2023 TIME: FROM 10:00 A M TO 09:00 P M.

LOCATION WHERE PERMIT WILL BE USED (ADDRESS & ROOM NUMBER): 1007 SNOW VALLEY RD PRIEST RIVER

TYPE OF EVENT: GARLIC FESTIVAL EVENT NAME (IF APPLICABLE): GARCLIC SCAPE

EVENT BEING HELD FOR (ORGANIZATION, GROUP, OR INDIVIDUAL NAME): GARLIC FESTIVAL

**ALCOHOL TO BE SERVED (Must match the State Liquor License):**

Bottled/canned beer  Draft beer  Wine by the glass  Wine by the bottle  Liquor

\_\_\_\_\_  
Signature of Licensee

Unless licensee is disqualified, approval of this permit does certify that the licensee is entitled to hold and use this Idaho Alcohol Beverage Catering Permit at the above premises, subject to provisions of Title 23-1.C.

\_\_\_\_\_  
Sheriff or \_\_\_\_\_  
Chief of Police

\_\_\_\_\_  
Council or \_\_\_\_\_  
Board of Trustees or \_\_\_\_\_  
Chairman County Commissioners

BONNER COUNTY CLERK 1500 HIGHWAY 2 SUITE 335 SANDPOINT, ID 83864 (208) 265-1490

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# Idaho State Police

Premises Number: 7B-33888 **Retail Alcohol Beverage License**

License Year: 2023  
License Number: 33888

*This is to certify, that* Barrel 33 Sandpoint LLC  
*doing business as:* Barrel 33 Sandpoint

*is licensed to sell alcoholic beverages as stated below at:*  
100 N 1st Ave, Sandpoint, Bonner County

*Acceptance of a license by a retailer shall constitute knowledge of and agreement to operate by and in accordance to the Alcohol Beverage Code, Title 23. Only the licensee herein specified shall use this license.*  
County and city licenses are also required in order to operate.

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Liquor	No
Beer	Yes <u>\$50.00</u>
Wine by the bottle	Yes <u>\$100.00</u>
Wine by the glass	Yes <u>\$100.00</u>
Kegs to go	Yes <u>\$20.00</u>
Growlers	Yes <u>\$0.00</u>
Restaurant	Yes <u>\$0.00</u>
On-premises consumption	Yes <u>\$0.00</u>
Multipurpose arena	No
Plaza	No

\_\_\_\_\_  
Signature of Licensee, Corporate Officer, LLC Member or Partner

BARREL 33 SANDPOINT LLC  
BARREL 33 SANDPOINT  
204 QUILL DR

PRIEST RIVER, ID 83856  
*Mailing Address*

**TOTAL FEE: \$270.00**

**License Valid: 12/01/2022 - 11/30/2023**

**Expires: 11/30/2023**



  
Director of Idaho State Police

*Alayna*  
818-770-7092

# IDAHO ALCOHOL BEVERAGE CATERING PERMIT

BUSINESS NAME: ARDY'S CAFE

TOTAL DAYS (Up to 3 days total): 1.  2.  3.

TOTAL FEES (\$20/day): \$20  \$40  \$60

FACILITY ADDRESS: 205 CAVANAUGH BAY RD CITY: COOLIN COUNTY: BONNER

STATE OF IDAHO ALCOHOL BEVERAGE LICENSE NUMBER: 1559 PREMISE NUMBER: 7B-215

DATES PERMIT TO BE USED: FROM 09/16/2023 TO 09/16/2023 TIME: FROM 10:00 A M TO 03:00 P M.

LOCATION WHERE PERMIT WILL BE USED (ADDRESS & ROOM NUMBER): 280 SUBSTATION RD COOLIN ID 83821

TYPE OF EVENT: MEMORIAL EVENT NAME (IF APPLICABLE): LIONS CLUB CHUCK STERNS

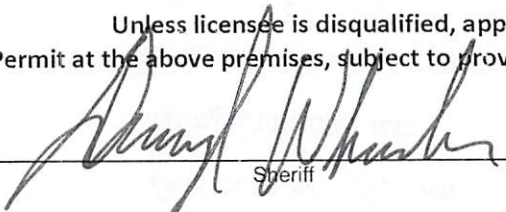
EVENT BEING HELD FOR (ORGANIZATION, GROUP, OR INDIVIDUAL NAME): LIONS CLUB

ALCOHOL TO BE SERVED (Must match the State Liquor License):

Bottled/canned beer  Draft beer  Wine by the glass  Wine by the bottle  Liquor

\_\_\_\_\_  
Signature of Licensee

Unless licensee is disqualified, approval of this permit does certify that the licensee is entitled to hold and use this Idaho Alcohol Beverage Catering Permit at the above premises, subject to provisions of Title 23-1.C.

 or \_\_\_\_\_  
Sheriff Chief of Police  
\_\_\_\_\_  
Council or \_\_\_\_\_ or \_\_\_\_\_  
Board of Trustees Chairman County Commissioners

BONNER COUNTY CLERK 1500 HIGHWAY 2 SUITE 335 SANDPOINT, ID 83864 (208) 265-1490

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**Bonner County**  
**Sheriff's Office**

**MEMORANDUM**


**Date:** August 29, 2023  
**To:** Commissioners  
**From:** Sheriff Daryl Wheeler

**Re:** Purchase of Radar and Sonar Unit

**Description:**

The Marine Division seeks to purchase one new radar and sonar unit to upgrade the capabilities of a Marine Division patrol vessel consistent with other vessels. This unit will improve the ability of Marine Deputies to operate vessels safely and identify targets above and below the water when necessary. New radar technology (Doppler) greatly enhances safe boat operations, particularly in low light or reduced visibility situations and areas

Donatini, Inc. (Johnson-Hicks) has provided a quote of \$5,241.49. Bonner County has purchased several units from Donatini, Inc., which provides competitive GSA pricing and excellent customer service in the past. As such, the Sheriff's Office believes they best suit our operational needs and seeks to purchase the equipment from Donatini, Inc. Sufficient funds are available in account #03479-8590 to cover this purchase.

**Review:** Auditor's Office 

**Distribution:** Original to BOCC  
Original Letter of Commitment and copy of memo to Sheriff's Office  
Copy to Auditor's Office

Consent agenda.

Recommendation Acceptance:  Yes  No \_\_\_\_\_ Date: \_\_\_\_\_  
Commissioner Steven Bradshaw, Chairman



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# **BONNER COUNTY ROAD & BRIDGE**

1500 Highway 2, Suite 101 • Sandpoint, ID 83864 • Phone: 208-255.5681 Fax: 208-263.9084  
email: [roads@bonnercountyid.gov](mailto:roads@bonnercountyid.gov)

## **Memorandum**

Road & Bridge  
Consent  
Item #1

**Date:** September 12<sup>th</sup>, 2023

**To:** Board of County Commissioners

**From:** Jason Topp, Director  
Road & Bridge Department

**Re:** Over \$20,000 Procurement Request – Woods Crushing and Hauling Inc.-Dufort Road Patch

This is for authorization to have Woods Crushing and Hauling Inc. patch Dufort Road where the culvert was replaced with new asphalt. The total cost is \$ 33,901.00 and would be funded from line item 002-8490 Plant Asphalt Mix that has an unobligated amount of \$123,000.00

Please see attached Quotes.

Distribution:  Electronic Copy to BOCC Office  
 Originals to Road and Bridge Department

Accounting Review: *JS*

Recommendation Acceptance: Yes  No  \_\_\_\_\_ Date: \_\_\_\_\_  
Commissioner Steven Bradshaw, Chairman



# Wood's

## CRUSHING & HAULING, INC.

Serving the great northwest since 1975.

ROCK • ASPHALT • CONCRETE  
Sandpoint, ID • 208-263-4800

**DRAFT**

<b>To:</b> Bonner County	<b>Contact:</b>
<b>Address:</b> 1500 Hwy 2 Sweet 308 Sandpoint, ID 83864	<b>Phone:</b> (208) 255-5681
<b>Project Name:</b> Dufort Rd Culvert Patch	<b>Fax:</b>
<b>Project Location:</b>	<b>Bid Number:</b> 23303
	<b>Bid Date:</b> 9/1/2023

We are pleased to submit the following estimate for your consideration

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Mobilization	1.00	LS	\$1,000.00	\$1,000.00
183' X 24' X 3.5" Hot Mix Asphalt	98.00	TON	\$147.00	\$14,406.00
582' X 24' X 1 1/2" Hot Mix Asphalt Overlay	135.00	TON	\$137.00	\$18,495.00

**Total Bid Price: \$33,901.00**

**Notes:**

- Due to fluctuating costs of fuel and asphalt oil any increase in price will be passed on to the customer
- It is understood that the above is an estimate of the quantities to be done and that the payment shall be made at the stated unit prices on the actual quantities of work performed by the company as determined upon completion of work
- ITD Public Works: 11242-AAA-4  
WA Contractor # WOODSCH121DQ  
MT Contractor # 14219  
Construction Contracting Business: RCE-1911
- If paying with a credit card a fee of 3% will be added to the final bill
- Prices may be withdrawn if not accepted within 15 days of receiving this proposal

**Payment Terms:**

Payment is due within 30 days upon receiving invoice

<p><b>ACCEPTED:</b> The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p><b>Buyer:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Date of Acceptance:</b> _____</p>	<p><b>CONFIRMED:</b> <b>Wood's Crushing And Hauling Inc.</b></p> <p><b>Authorized Signature:</b> _____</p> <p><b>Estimator:</b> Scott Wood</p>
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## Memorandum

Date: September 5, 2023

To: Board of County Commissioners

From: Hon. Lamont Berecz

Via: Hon. Susie Jensen

Re: Purchase over \$5K – Courtroom Chairs

### Description:

Bonner County Courthouse would like to have new chairs procured for Courtrooms 1, 3, and 4 in the amount of \$7,704 utilizing Courthouse funds. Bonner County Courthouse has adequate funds in its 006-6530 (office supplies) account.

This request has been approved by:

Auditing – Michael Rosedale



### Distribution:

Original to L. Berecz

Copy to S. Jensen

Copy to Auditor's Office

Recommendation Acceptance: \_\_\_\_\_ Yes \_\_\_\_\_ No

\_\_\_\_\_  
Commissioner Steven Bradshaw, Chairman

\_\_\_\_\_  
Date Signed

**DRAFT**

## BONNER COUNTY COURTHOUSE UTILIZATION OF COURTHOUSE FUNDS

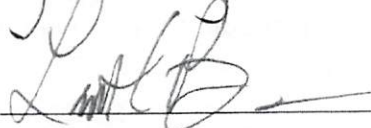
Commissioners,

Request to utilize funds in the amount of \$7,704.00 to purchase new chairs for Courtrooms 1, 3, and 4 from Amazon. The chairs currently in use in these courtrooms are very worn. An estimate for this purchase is attached.

If you have any questions or concerns, please feel free to contact me.

Thank You

Submitted by:  9/5/2023  
Hon. Susie Jensen Date Signed

Reviewed by:  9/5/23  
Hon. Lamont Bercez Date Signed

Approved by: \_\_\_\_\_  
Luke Omodt Date Signed

\_\_\_\_\_  
Asia Williams Date Signed

\_\_\_\_\_  
Steven Bradshaw Date Signed



**DRAFT**

August 28, 2023

## MEMORANDUM

MISC.  
Item #1

**To:** Commissioners

**From:** Jennifer Jensen, Extension Educator  
University of Idaho Extension Bonner County

**Re:** University of Idaho, Extension– County Extension Budget Agreement

**Description:** University of Idaho Extension, the counties in Idaho and the United States federal government have had a cooperative arrangement in providing research-based information to the residents in the counties of Idaho. To formalize the cooperative agreement, the University of Idaho legal team authored the proposed agreement. The intent of this agreement is to provide a clear understanding and written documentation for both the university and Bonner County as to the relationship that exists between both parties.

Part of this agreement includes the County Extension Budget form (Appendix A). Each year the boards of county commissioners and University of Idaho Extension agree on local financing for the service desired by the respective counties. County extension budgets are prepared in consultation with all members of the faculty, the district director, and the county commissioners.

**Distribution:**

- Copy to BOCC Office
- Original to Clerk's Office
- Legal review Bill Wilson  
Bill Wilson

A suggested motion would be: **Mr. Chairman based on the information before us I move to approve the University of Idaho, Cooperative Agreement for University of Idaho Extension Programs and allow the Chairman to sign.**

Recommendation Acceptance:  yes  no \_\_\_\_\_ Date: \_\_\_\_\_  
Commissioner Steven Bradshaw, Chairman

**DRAFT**

## Cooperative Agreement for University of Idaho Extension Programs

This cooperative agreement is effective the date of last signature and is between Bonner County ("**County**"), a political subdivision of the State of Idaho, and the Regents of the University of Idaho, a public university of the state of Idaho ("**University**") to promote and provide cooperative extension programs ("**Extension Programs**") as mandated by federal and state law.

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University and County enter into this Cooperation Agreement to set out the nature of the Extension Program and the relationship of the parties.

University is the land-grant university in the state of Idaho, as authorized by the federal Morrill Acts of 1862 (7 U.S.C. §§301-308 and U.S.C. §§321-329), and the state of Idaho approved that Act, specifically:

*The assent of the legislature of the state of Idaho is hereby given to all the provisions of an act of Congress, approved July 2, 1862, entitled, "An act donating public lands to the several states which may provide colleges for the benefit of agriculture and the mechanic arts," and the acts amendatory thereof and supplementary thereto. (I.C. § 33-2901)*

The federal Smith-Lever Act of 1914 (7 U.S.C. §§341-349) established Extension Services, a collaboration of the U.S. Department of Agriculture and the land-grant universities, and the state of Idaho approved that Act, specifically:

*The state board of education and board of regents of the University of Idaho are authorized and empowered to receive the grants of money appropriated under such act, and to organize and conduct agricultural extension work which shall be carried on in connection with the terms and conditions expressed in the act of Congress aforesaid; and the treasurer of the state board of education and board of regents of the University of Idaho is hereby designated as the officer to whom all moneys granted to the state of Idaho under said act shall be paid. (I.C. § 33-2904)*

The Idaho Legislature has established an extension service and has enabled Idaho's various counties to become a cooperative collaborator in promoting Extension Services, specifically:

*The board of county commissioners of the several counties within the state of Idaho are hereby authorized and empowered to provide funds for demonstration work in agriculture and home economics within said counties and for the employment of extension agents in agriculture and home economics in cooperation with the University of Idaho and the United States department of agriculture; and board of regents of the University of Idaho to receive the grants of money appropriated under said act and to organize and conduct agricultural extension work which shall be carried on in connection with the college of agriculture of the state university in accordance with the terms and conditions expressed in the said act of Congress. (IC §31-839)*

Extension programs are developed in response to local needs, based on advice from a County Extension Advisory Committee, County Commissioners, and other appropriate partners.

University and County therefore agree as follows:

**1. Term and Renewal.**

This agreement shall govern Extension Programs during fiscal year [insert FY] beginning [October 1, 2023] and ending at 11:59pm on [September 30, 2024] ("Term").



2. **Extension Programs.**

University shall provide and administer Extension Programs within County. Extension Programs are directed at improving the quality of life for people in County, enhancing economic opportunity within County, and sustaining the natural resources of County. Educational activities, field days, local leadership development, training schools, etc., are part of Extension Programs and are acceptable expenses for reimbursement from the operating budget provided by County (see Appendix A).

3. **Operating Budget.**

- a. County shall provide a total of \$170,081 for Extension Programs in its annual County budget for the Term of this agreement ("Contract Cost Limitation"). A summary of the budget items and anticipated expenditures are stated in **Appendix A**. University shall not exceed the Contract Cost Limitation without obtaining prior written consent from County.
  - i. County may subdivide the budgeted items listed in the summary to conform to County's system of account titles. County shall authorize each account, handled by University faculty, employees and County staff.
  - ii. County shall have the right to annually audit any authorized accounts by itself or by a County-authorized auditor. All Extension Personnel shall follow all county policies and procedures for financial expenditures. "**Extension Personnel**" is defined as any UI & County faculty and staff hired to carry out Extension Programs.
  - iii. Reimbursement or purchasing requests for budgeted expenditures shall be submitted to County in accordance with County procedures.
  - iv. Extension employees shall keep accurate and detailed records of expenses incurred in accordance with County fiscal procedures.

4. **Extension Office Faculty.**

- a. Subject to policies, procedures, availability of funding, University shall provide and fund one or more University Extension Faculty assigned to perform Extension Programs within County, including, but not limited to the following positions: Extension Educator. University shall appoint one University employee to act as the Extension County Chair for County ("**Extension County Chair**").
- b. Additional employees may be funded by University, County, or a combination of University and County, as may be mutually agreed and set forth below and subject to University funding, policies, and procedures. All University employees shall be governed by University policies and procedures. All County employees shall be governed by County policies and procedures.

5. **Extension Office Support Staff.**

- a. County shall recruit, hire and evaluate support staff (e.g. secretary, program assistant, volunteer leaders, office manager, office specialist, etc.) according to County personnel policies and procedures, in cooperation with the Extension County Chair ("**County Extension Staff**"). County Support Staff shall be (i) County employees whose recruitment, hiring, evaluation, and employment is governed by County rules and regulations and other administrative County policies, and (ii) supervised by Extension County Chair in cooperation with County Human Resources.

6. **Facilities and Equipment.**



- a. County shall provide facilities and equipment for use by University and county employees, as set forth in Appendix B (include in Appendix B a brief description and address of each provided facility, i.e. County Extension Office, address, office maintenance, equipment, supplies, and other operating expenses).
- b. If this agreement is terminated, all equipment purchased or furnished by County or University for the benefit of County Extension Office, shall be returned to original purchaser/supplier.

**7. Coordination.**

- a. The Extension County Chair, with the advice and consent of the University Extension District Directors and University Director of Extension, shall directly coordinate all Extension Programs, the operating budget, and the support staff, as allowed under the provisions of this agreement, within County in order to:
  - i. Help the residents of County analyze their problems, develop solutions, and thereby attain a richer and more satisfying life. Extension Programs shall be designed to render effective educational service and to stay within the total dollar amount of the above-recited operating budget;
  - ii. Manage the operating budget in accordance with generally accepted accounting principles.

**8. Vehicle Use.**

- a. Where applicable, Extension Faculty or Extension Staff may use their own vehicle, if it is registered and insured as required in County and/or by state law. County shall reimburse Extension employees for reasonable mileage driven to conduct and deliver the Extension Programs described in this agreement according to with County's approved mileage rate and policy for those miles. Reimbursement for mileage shall not exceed that amount budgeted in Appendix A.

**9. No Discrimination.** University and County shall provide Extension Programs to all segments of the County's population without discrimination based on race, color, sex, sexual orientation, sexual identity, age, disability, religion, or national origin.

**10. Equal Opportunity.** County and University shall comply with all applicable county, state, and federal laws and regulations concerning Equal Employment Opportunity.

**11. Liability.**

- a. The Parties are governmental entities that are subject to statutory and constitutional restrictions concerning the acceptance of liability, including the Idaho Tort Claims Act. It is the intention of the Parties that each will be responsible for its own negligent acts and omissions and those of its employees, officers, agents, and contractors. If the County is providing a County owned vehicle for University's use under this agreement, the Parties understand that the Idaho Tort Claims Act, Idaho Code § 6-903(2)(ii), states that each party's liability is secondary to the obligation of an insurer or indemnitor of any automobile or other vehicle not owned or leased by the Party.
- b. County shall promptly notify the University of Idaho Risk Manager at [risk@uidaho.edu](mailto:risk@uidaho.edu), or 208-885-6177, of any claim it has knowledge of and shall cooperate fully with the University or its representatives in the defense of the same;

- a. The University shall promptly notify Bonner County Risk Management, 1500 Highway2, Suite 337, Sandpoint, ID 83864, 208-265-7974, riskmanagement@bonnercountyid.gov of any claim it has knowledge of and shall cooperate fully with the County or its representatives in the defense of the same.
- 12. **Signatory Authority.** No person who is not an authorized signatory may enter into binding contract negotiations, or approve or execute a contract on behalf of University without explicit written permission from an authorized signatory. Those signing without such authority may incur personal liability, and/or may be subject to discipline by University, including termination.
- 13. **Severability.** If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, such invalidity shall not affect the other provisions of this Agreement.
- 14. **Assignment.** This Agreement shall not be assigned by either party.
- 15. **Jurisdiction.** This agreement shall be governed and interpreted by the laws of the State of Idaho.
- 16. **Contacts.** Contact information for COUNTY and UNIVERSITY is noted below:

Contract Questions: UNIVERSITY	Contract Questions: COUNTY
Contract Review Unit University of Idaho 875 Perimeter Drive, MS 3020 Moscow, ID 83844-3020 <a href="mailto:osp-contracts@uidaho.edu">osp-contracts@uidaho.edu</a> 208-885-2014	Steven Bradshaw Bonner County Commissioner 1500 Hwy 2, Suite 308 Sandpoint, ID 83864 <a href="mailto:steven.bradshaw@bonnercountyid.gov">steven.bradshaw@bonnercountyid.gov</a> 208-265-1438  Bill Wilson Bonner County Attorney <a href="mailto:bill.wilson@bonnercoid.gov">bill.wilson@bonnercoid.gov</a>
Financial Questions: UNIVERSITY	Financial Questions: COUNTY
Joseph Charles, Asst Dir. For Budget, Finance, and Compliance, CALS Administrative Services University of Idaho 875 Perimeter Drive MS 2335 Moscow, ID 83844-2335 <a href="mailto:jcharles@uidaho.edu">jcharles@uidaho.edu</a> 208-885-7550	Michael W. Rosedale Bonner County Clerk 1500 HWY 2, Third Floor Sandpoint, ID 83864 <a href="mailto:michael.rosedale@bonnercountyid.gov">michael.rosedale@bonnercountyid.gov</a> Phone: (208) 265-1437
Extension County Chair	Programmatic Inquiries: COUNTY
Jennifer Jensen, Extension Educator UI Extension, Bonner County 4205 North Boyer Sandpoint, ID 83864 <a href="mailto:jenjensen@uidaho.edu">jenjensen@uidaho.edu</a> 208-263-8511	Jennifer Jensen, Extension Educator UI Extension, Bonner County 4205 North Boyer Sandpoint, ID 83864 <a href="mailto:jenjensen@uidaho.edu">jenjensen@uidaho.edu</a> 208-263-8511

**DRAFT**

17. **Termination of Agreement.** Either party may terminate this agreement by giving the other party 90 days written notice. The party terminating this Agreement will be responsible for any extra costs that may occur for employee benefits, including annual and sick leave, equipment leases, etc., for the remainder of the contract year.

18. **Merger.** This agreement is the entire agreement between the parties and merges all prior discussions between the parties. Neither party shall be bound by any conditions, definitions, warranties, understandings, nor representations that are not expressly included in this agreement.

Each party is signing this agreement on the date stated opposite that party's signature.

**COUNTY**

This agreement was approved by the **BONNER COUNTY BOARD OF COMMISSIONERS** at its regular meeting on the \_\_\_ day of \_\_\_\_\_, 20\_\_

[Suggested signature blocks inserted below. But, County inserts required signature(s) according to its policies.]

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

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

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

**ATTEST:**

\_\_\_\_\_  
County Clerk

**UNIVERSITY**

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Director, Office of Sponsored Programs



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Appendix A

**COUNTY EXTENSION BUDGET**  
University of Idaho Extension, College of Agricultural & Life Sciences

BonnerCounty

FY2024

	Requested Budget (\$)	Adjustments (\$)	Final Budget (\$)
<b>A. Salaries and Wages:</b>			
Staff (List by Name or Position):			
4-H Program Coordinator	45,156.80	1,354.70	46,511.50
Administrative Assistant	41,941.38	1,252.11	43,193.49
Seasonal PT Administrative Assistant	18,720.00	2,704.00	21,424.00
			-
Benefits	31,952.00	4,676.01	36,628.01
			-
			-
<b>TOTAL A</b>	<b>137,770.18</b>	<b>9,986.82</b>	<b>147,757.00</b>
<b>B. Other Expenses:</b>			
1. Travel and Per Diem: (Faculty initial beside name to indicate approval of total budget request)			
Name: Jennifer Jensen	2,200.00		2,200.00
Name: Chris Schnepf	750.00		750.00
Name: Other Staff	1,400.00		1,400.00
Name:			-
Name:			-
Name:			-
County Vehicles			-
2. Office Expenses:			-
Printing and Copying	2,700.00		2,700.00
Equipment Maintenance			-
Publications	200.00		200.00
Utilities	4,600.00		4,600.00
Supplies (Workshop & Office)	5,500.00		5,500.00
Rent			-
Telephone, Fax, Cell, Internet			-
Postage	660.00		660.00
Dues/Subscriptions	510.00		510.00
			-
3. Capital Outlay:			-
Copier Lease	2,304.00		2,304.00
			-
4. Extension Educators' Salary Transfer to the University of Idaho	1,500.00		1,500.00
<b>TOTAL B</b>	<b>22,324.00</b>	<b>-</b>	<b>22,324.00</b>
<b>TOTAL A and B</b>	<b>160,094.18</b>	<b>9,986.82</b>	<b>170,081.00</b>

Requested Budget Approved:

\_\_\_\_\_  
District Director

\_\_\_\_\_  
Date

**DRAFT**

**COUNTY EXTENSION AGREEMENT**

University of Idaho Extension, College of Agricultural & Life Sciences

This is to certify that the final budget for University of Idaho Extension in \_\_\_\_\_ County was approved by the \_\_\_\_\_ COUNTY BOARD OF COMMISSIONERS at its regular budget meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Clerk, Board of County Commissioners Date

\_\_\_\_\_  
Chair, Board of County Commissioners Date

\*\*\*\*\*

In consideration of the County Extension Budget, University of Idaho Extension of the College of Agricultural and Life Sciences agrees to employ the following county Extension faculty to be stationed in Bonner County. (Faculty sign below to indicate knowledge of final budget)

\_\_\_\_\_  
Extension Educator Date Extension Educator Date

\_\_\_\_\_  
Extension Educator Date Extension Educator Date

\_\_\_\_\_  
Extension Educator Date Extension Educator Date

University of Idaho Extension further agrees to pay the remainder of the salary of such county Extension faculty when state and federal funds are available and to furnish supervision, assistance by specialists and other staff members, and to provide other services of the University of Idaho that are available for Extension educational programs.

\_\_\_\_\_  
District Director Date Director, University of Idaho Extension Date

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**Appendix B.**

Description and address of each provided facility, i.e. County Extension Office, address, furnishings, equipment, office supplies, and other personal property, for use by the Extension Office and the owner (County or University)

Description of Property	Owner
Building at 4205 North Boyer, Sandpoint, ID 83864 <ul style="list-style-type: none"><li>• 5 Offices</li><li>• Work Room</li><li>• Storage Closets</li><li>• Meeting Room</li><li>• 2 Storage Sheds</li></ul>	County
[list other significant personal property provided by the county or the university here, including the owner of the property]  Desktop: Dell Optiplex 7020 Dell Optiplex 7020  Laptop: Dell Latitude E5470 Dell Latitude E6430s Lenovo Think Pad Lenovo L13 Lenovo T14 Lenovo Think-book x5  Cisco VOIP Phone System	University





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# BONNER COUNTY ROAD & BRIDGE

1500 Highway 2, Suite 101 • Sandpoint, ID 83864 • Phone: 208-255.5681 Fax: 208-263.9084  
email: [roads@bonnercountyid.gov](mailto:roads@bonnercountyid.gov)

## Memorandum

Road &  
Bridge  
Item #1

Date: September 12<sup>th</sup>, 2023

To: Board of County Commissioners

From: Jason Topp, Director  
Road & Bridge Department

Re: Cat 305 Mini Excavator

Road and Bridge is requesting to purchase a 2023 new 305 Mini Excavator from Western States Cat using the governmental Sourcewell contract ID 020223-Cat for the sum of \$88,854.23. They can have the Mini excavator at our shop within one business day of the signing for this purchase.

Please see the attached quote for \$88,854.23 Funds will come from line item 002-7010 Vehicles / Fuel that has an unobligated amount of \$347,293.23.

This loader will be used year around in District 1 for Construction, Brushing and Culvert Maintenance.

Distribution:   x   Electronic Copy to BOCC Office

Originals to Road and Bridge Department         

Handwritten signature of the Auditor.

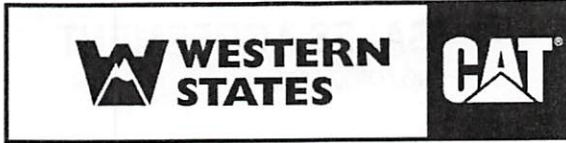
Auditors

Handwritten signature of the Legal representative.

Legal

- A suggested motion would be: Based on the information presented I move to approve the purchase of the 305 Mini Excavator SN: 5G503651 from Western States Cat Utilizing the governmental Sourcewell contract for the sum of \$88,854.23

Recommendation Acceptance: Yes  No  \_\_\_\_\_ Date: \_\_\_\_\_  
Commissioner Steven Bradshaw, Chairman



**DRAFT**

**SALES AGREEMENT**

AGREEMENT: Q000333661-4  
 AGREEMENT DATE: 8/29/2023  
 AGREEMENT EXPIRES: 9/28/2023  
 WAREHOUSE: Hayden Machine Sales  
 CUSTOMER NO.: 1048230  
 CUSTOMER PO:  
 SALESMAN: James D Jordan

Hayden  
 10780 N Highway 95 Hayden, ID 83835  
 208.762.6690

**SOLD TO:**  
 Bonner County - Road & Bridge  
 1500 Highway 2  
 Ste 101  
 Sandpoint, ID 83864-1709

**SHIP TO:**  
 Office  
 1500 Highway 2  
 Ste 101  
 Sandpoint, ID 83864-1709

James.Jordan@wseco.com

ITEM DESCRIPTION	PRICE
2023 Caterpillar 305 S/N: 5G503651 ID:E0126673	\$88,854.23
<ul style="list-style-type: none"> <li>● Delivery Freight</li> <li>● EMS Basic</li> <li>● New Warranty -</li> </ul>	

Notes		
<i>The following proposal for Bonner Co is being offered by Western States Equipment Co is a piggy back bid based off the current Sourcewell Contract # 020223-CAT</i>	Before Tax Balance	\$88,854.23
	Sales Tax	\$0.00
	Trade Payoff	\$0.00
	Downpayment	\$0.00
	<b>Net Due</b>	<b>\$88,854.23</b>

Western States Equipment	Bonner County - Road & Bridge
Order Received by _____	Approved and Accepted by _____
Title <u>Salesman</u> _____ Date _____	Title _____ Date _____
	Warranty Document Received (initial) _____

**Trade Ins:** All trade-ins are subject to equipment being in as inspected condition by vendor at time of delivery of replacement machine purchase above. Purchaser hereby sells the trade in equipment described above to the vendor and warrants it to be free and clear of all claims, liens, and security interest except as shown above.  
**Warranty:** By initialing above the customer acknowledges that they have received a copy of the Western States Co/Caterpillar Warranty and has read and understands said warranty. All used equipment is sold as is where is and no warranty is offered or implied except as specified above.



# SALES AGREEMENT

NO.: Q000333661-4

**DRAFT**

## EQUIPMENT DETAILS

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5277599 BOOM, SWING	5571709 SOFTWARE, PROPORTIONAL CONTROL
5571710 SOFTWARE, STICK STEER CONTROL	5571711 SOFTWARE, 2 WAY CONTROL
5571713 SOFTWARE, CODED START	5767009 305 07A CR MINI EXCAVATOR
5767025 CAB, WITH HEAT AND A/C	5798852 ALARM, TRAVEL
5798859 ELECTRICAL ARR, C1.7 HRC	5844306 LINKAGE BUCKET W/LIFTING EYE
5959905 HYDRAULIC OIL	6112416 ENGINE, EPA TIER 4 FINAL
5525984 FILM, INC. CANADA	3435820 FUEL-BULK
6105457 305 07A CR MHE DCA4A	4649911 BUCKET-HD, 24", 4.6 FT3, 5T
5750492 THUMB, HYD + COUPLER, PG, HYD, 5T	4218926 SERIALIZED TECHNICAL MEDIA KIT
6172838 ATHENS DEALER PDI & FUEL	0P2266 SHIPPING/STORAGE PROTECTION
0P4299 PACKING, LAST MILE PROGRAM	0P9003 LANE 3 ORDER
4287870 MIRROR, CAB, RIGHT	5106085 BELT, SEAT, 3" RETRACTABLE
5198302 WATER JACKET HEATER, 120V	5226460 CAT KEY, WITH PASSCODE OPTION
5277611 LINES, BOOM	5277627 TRACK, 16", RUBBER BELT
5769149 COUNTERWEIGHT, STANDARD	5798870 LIGHTS, LED, REAR
5798873 INTEGRATED RADIO	5798876 MONITOR NEXT GEN, CAMERA READY
5798889 PRODUCT LINK, CELLULAR PL243	5798892 CAMERA, REAR VIEW
5843653 LINES, STICK	5844311 CONTROL, QC, 3 LINE
5860416 LINES, QC, LNG STK, 3 LINE	5957021 INSTRUCTIONS, ANSI
5970755 BLADE, ANGLE, BOCE	5798868 LIGHTS, LED
5967646 STICK, LONG, 1- AUX, ANGLE BLD	





# BONNER COUNTY ROAD & BRIDGE

1500 Highway 2, Suite 101 • Sandpoint, ID 83864 • Phone: (208) 255-5681 – Fax: (208) 263-9084  
E-mail: roads@bonnercountyid.gov

**R&B**  
**Item # 2**

**DRAFT**

September 12, 2023

To: Commissioners

From: Matt Mulder, PE, Staff Engineer for Road & Bridge Dept.

Re: Adoption of Official County Highway Map

Idaho State Code 40-202(a) requires: *“The Board of County Commissioners shall cause a map to be prepared showing the general location of each highway and public right-of-way in its jurisdiction, and the commissioners shall cause notice to be given of intention to adopt the map as the official map of that system, and shall specify the time and place at which all interested persons may be heard.*

*(b) After the hearing, the commissioners shall adopt the map, with any changes or revisions considered by them to be advisable in the public interest, as the official map of the respective highway system.*

*(6) By July 1, 2005, and at least every five (5) years thereafter, the board of county or highway district commissioners shall publish in map form and make readily available a map showing the general location of all highways and public rights-of-way under its jurisdiction.”*

The last official map was adopted and published in August 2018. Since it has been 5 years, Road & Bridge and the GIS Departments have worked collaboratively to prepare an updated Bonner County Official Highway Map for adoption meeting the requirements of IC 40-202. Road & Bridge recommends the Commissioners hold a public hearing and adopt said map as the official highway map of Bonner County.

Distribution:  Original Map to Road & Bridge for Display  
 Copy Memo to Road & Bridge

A suggested motion would be: **I move to adopt the Bonner County Official Highway Map as presented at today’s Public Hearing. I also move to authorize the Chairman to sign the Adoption Block of said map declaring this the official highway map of Bonner County.**

Recommendation Acceptance:  yes  no \_\_\_\_\_ date: \_\_\_\_\_  
Commissioner Steven Bradshaw, Chairman









# BONNER COUNTY ROAD & BRIDGE

1500 Highway 2, Suite 101 • Sandpoint, ID 83864 • Phone: (208) 255-5681 – Fax: (208) 263-9084  
E-mail: roads@co.bonner.id.us

DRAFT

R&B  
Item #3

September 12, 2023

To: Commissioners

From: Matt Mulder, P.E. Road & Bridge Staff Engineer

Re: Professional Services Agreement (PSA) with Ruen Yeager for LHSIP Project  
Construction Engineering and Inspection Services – ROW Clearing and Brushing

In 2020 Road & Bridge submitted a safety grant application to clear trees and brush from within County ROW's on three roads which have had accidents where motorists have left the roadway and impacted trees. LHTAC awarded Bonner County the grant and The Board signed the State and Local Agreement in May of 2021 for design, and another in May 2023 to move into construction bidding. The project recently went out to bid and Razz Construction was selected as the low bidder for clearing the trees.

The roads selected for clearing will be:

Luby Bay Road  
Upper Pack River Road  
Lakeshore Drive

We are now entering the project construction phase and we have selected Ruen Yeager & Associates to perform the construction engineering and inspection per the LHSIP requirements. **LHTAC has sent the attached professional services agreement (PSA) and scope of work for a not-to-exceed amount of \$101,761.00 for approval by Bonner County.**

Total project cost is anticipated to be \$1,119,809, of which Bonner County has paid a 7.34% match for a total match of \$82,194, which has already been paid. **No additional funds are required from Bonner County at the signing of this agreement.**

Legal Review: By LHTAC

Distribution: 1 Copy of PSA to Road & Bridge.

A suggested motion would be: **I move the Board of Bonner County Commissioners approve the professional services agreement #96686 with Ruen Yeager & Associates, Inc. for a not to exceed amount of \$101,761.00**

Recommendation Acceptance:  yes  no \_\_\_\_\_ date: \_\_\_\_\_  
Commissioner Steven Bradshaw, Chairman



**Idaho Transportation Department**  
**Local Professional Services Agreement**

Agreement #: 96686

**DRAFT**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the BONNER COUNTY, whose address is 1500 Hwy 2, Ste 101 Sandpoint, ID 83864, hereinafter called the "Sponsor," and Ruen-Yeager & Associates, Inc., whose address is 3201 N. Huetter, Suite 102, , Coeur d'Alene, ID, 83814, hereinafter called the "Consultant."

**RATIFICATION**

The Idaho Transportation Department, representing the Federal Highway Administration on all local federal-aid highway projects, is authorized to ratify all agreements for engineering services entered into between sponsoring local agencies and their retained consultants. All references to State used hereafter shall denote the Idaho Transportation Department.

**NOW, THEREFORE**, the parties hereby agree as follows:

The work covered by this Agreement is for the following project(s):

<b>Project Name</b>	<b>Project #</b>	<b>Key #</b>
LOCAL, CLEAR ZONE SAFETY IMPV, BONNER CO	A022(876)	22876

**SUBCONSULTANTS**

The State approves the Consultant's utilization of the following Subconsultants:

N/A

**AGREEMENT ADMINISTRATOR**

This Agreement shall be administered by Brian Wright, Safety Engineer, LHTAC; (208) 344-0565; or an authorized representative.

**DUTIES AND RESPONSIBILITIES OF CONSULTANT**

**A. DESCRIPTION OF WORK**

The Consultant shall provide professional services as outlined in the attachment(s) and as further described herein.

1. The following attachments are made a part of this Agreement:

- a. **Attachment No. 1A** is the Consultant Agreement Specifications which are applicable to all agreements.
- b. **Attachment No. 2** is the negotiated Scope of Work, Cost Estimate, and Man-Day Estimate.

In the case of discrepancy, this Agreement shall have precedence over Attachment No. 2, and Attachment No. 2 shall have precedence over Attachment No. 1.

2. Per Diem will be reimbursed at the current approved rates. These rates are listed at <http://itd.idaho.gov/business/?target=consultant-agreements> .

**DUTIES AND RESPONSIBILITIES OF SPONSOR AND/OR STATE**

The Sponsor and/or State shall provide to the Consultant, upon request, copies of any records or data on hand which are pertinent to the work under the Agreement.

**TIME AND NOTICE TO PROCEED**

A. The Consultant shall start work under this Agreement no later than ten (10) calendar days from the receipt of the written notice to proceed with the work. The Consultant shall complete all work by **8/31/2024**.

B. The Consultant shall remain available to perform additional work for an additional sixty (60) days or until the Agreement is closed out, whichever comes first.

**BASIS OF PAYMENT**

A. Payment Basis: Specific Rates of Compensation (Loaded hourly rates [labor, OH & fee] plus direct expenses). Consultant agrees to accept as full compensation for all services rendered to the satisfaction of the State for completion of the work, the actual cost or Not-To-Exceed amount of the Agreement, whichever is lesser.

B. Compensation Amount

1. Not-To-Exceed Amount: **\$101,761.00**

2. Additional Services Amount: **\$0.00**

3. Total Agreement Amount: **\$101,761.00**

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C. The rates identified in Attachment No. 2 were negotiated and agreed upon by both parties to this Agreement. These rates will be fixed for the period of this Agreement.

D. Professional Services Authorization and Invoice Summary (Authorization) No. 1 is issued in the amount of **\$101,761.00** to perform the work of this Agreement.

An additional services amount may be included in this Agreement. If so, the Sponsor will determine if additional services is required beyond the services outlined in Attachment No. 2. When additional services are required, the additional services amount of the Agreement will be utilized, and a subsequent Authorization will be issued.

**IN WITNESS WHEREOF**, the Parties hereto have set their hands on the day and year in this Agreement first written above.

**RUEN-YEAGER & ASSOCIATES, INC.**

Consultant

By: Laura Digitally signed by Laura Winter, P.E.

Title: Winter, P.E. Date: 2023.08.28 12:07:10 -07'00'

**BONNER COUNTY**

Local Sponsor

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

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

**IDAHO TRANSPORTATION DEPARTMENT**

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

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



ATTACHMENT NO. 1A

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CONSULTANT AGREEMENT SPECIFICATIONS  
Construction Engineering & Inspection

These specifications supplement all Professional and Term agreements for Construction Engineering and Inspection services and shall be attached to said agreements.

I. DEFINITIONS

1. **Administrator:** Person directly responsible for administering a consultant agreement on behalf of the State or a Local Public Agency.
2. **Combined Overhead:** The sum of the payroll additives and general administrative overhead expressed as a percent of the direct labor cost.
3. **Cost:** Cost is the sum of the hourly charge out rate and other direct costs.
4. **Cost Plus Fixed Fee:** Cost Plus Fixed Fee is the sum of the payroll costs, combined overhead, and other direct costs, plus the fixed fee.
5. **CPM:** Critical Path Scheduling. The CPM will list all work tasks, their durations, negotiated milestones and their dates, and all State/Local review periods.
6. **Fixed Fee:** A dollar amount established to cover the Consultant's profit and business expenses not allocable to overhead. The fixed fee is based on a negotiated percent of direct labor cost and combined overhead and shall take into account the size, complexity, duration, and degree of risk involved in the work. The fee is "fixed," i.e. it does not change. If extra work is authorized, an additional fixed fee can be negotiated, if appropriate.
7. **General Administrative Overhead (Indirect Expenses):** The allowable overhead (indirect expenses) expressed as a percent of the direct labor cost.
8. **Hourly Charge Out Rate:** The negotiated hourly rate to be paid to the Consultant which includes all overhead for time worked directly on the project.
9. **Incentive/Disincentive Clause:** Allows for the increase or decrease of total agreement amount paid based on factors established in the agreement. Normally, these factors will be completion time and completion under budget.
10. **Lump Sum:** An agreed upon total amount, that will constitute full payment for all work described in the Agreement.
11. **Milestones:** Negotiated portions of projects to be completed within the negotiated time frame. Normally the time frame will be negotiated as a calendar date, but it could also be "working" or "calendar" days. As many milestones as the Consultant and the State believe necessary for the satisfactory completion of the agreement will be negotiated.
12. **Not-To-Exceed Amount:** The Agreement amount is considered to be a Not-to-Exceed amount, which amount shall be the maximum amount payable and shall not be exceeded unless adjusted by a Supplemental Agreement.
13. **Other Direct Costs:** The out-of-pocket costs and expenses directly related to the project that are not a part of the normal company overhead expense.
14. **Payroll Additives:** All payroll additives allocable to payroll costs such as FICA, State Unemployment Compensation, Federal Unemployment Compensation, Group Insurance,



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Workmen's Compensation, Holiday, Vacation, and Sick Leave. The payroll additive is expressed as a percent of the direct labor cost.

15. **Payroll Costs (Direct Labor Cost):** The actual salaries paid to personnel for the time worked directly on the project. Payroll costs are referred to as direct labor cost.
16. **State:** Normally "State" refers to the Idaho Transportation Department. However, in the case of Local Sponsor projects, "State" may be interchangeable with "Sponsor", "Agreement Administrator" or just "Administrator".
17. **Unit Prices:** The allowable charge out rate for units or items directly related to the project that are not a part of the normal overhead expense.

NOTE: All cost accounting procedures, definitions of terms, payroll cost, payroll additives, general administrative overhead, direct cost, and fixed fee shall comply with Federal Acquisition Regulations, 48 CFR, Part 31 and be supported by audit accepted by the State.

## II. STANDARD OF PERFORMANCE

The Consultant agrees that all work performed under this agreement will be performed professionally in accordance with the ITD Construction Manual, Standard Specifications for Highway Construction – Subsections 105.10 and 111, and other appropriate standards. The Consultant shall be responsible for construction engineering and inspection on all tasks assigned (as stated in the Scope of Services) when on duty to ensure they are constructed in substantial conformance to the plans, special provisions and specifications.

The Consultant shall identify and recommend corrections for any omissions, substitutions, defects and deficiencies in the work of the Contractor.

## III. AGREEMENT ADMINISTRATOR

The Agreement Administrator will administer this agreement for performance and payment, and will decide all questions which may arise as to quality and acceptability of the work, rate of progress, definition of work to be performed, and acceptable fulfillment of this Agreement. The Consultant shall address all correspondence, make all requests, and deliver all documents to the Administrator. The Administrator shall be responsible for the timely coordination of all work performed by the State or their representatives.

## IV. PERSONNEL

The Consultant shall provide adequate staff of experienced personnel or subconsultants capable of and devoted to the successful accomplishment of work to be performed under this agreement. The specific individuals or subconsultants listed in the agreement, including Project Manager, shall be subject to approval by the State and shall not be removed or replaced without the prior written approval of ITD. Replacement personnel submitted for approval must have qualifications, experience and expertise at least equal to those listed in the proposal

## V. SUBCONSULTANTS

The Consultant shall have sole responsibility for the management, direction, and control of each Subconsultant and shall be responsible and liable to the State for the satisfactory performance and quality of work performed by Subconsultants under the terms and conditions of this Agreement. The Consultant shall include all the applicable terms and conditions of this Agreement in each

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Subconsultant Agreement between the Consultant and Subconsultant, and provide the State with a copy of each Subconsultant Agreement prior to the Subconsultant beginning work. No other Subconsultant shall be used by the Consultant without prior written consent by the State.

#### **VI. DIRECT COST**

It is understood that overtime will be incurred after forty (40) hours of work for this agreement during each week. When the need for overtime has been approved by the Agreement Administrator, the overhead rate and fee are **not** to be applied to the premium time paid.

The out-of-pocket cost and expenses directly related to the project must be pre-approved and agreed to, by the Agreement Administrator, prior to receiving any compensation. Relocation, lodging and Per Diem cost will not be allowed for this type of agreement unless agreed and pre-approved by the Agreement Administrator.

#### **VII. PROFESSIONAL SERVICES AUTHORIZATION**

1. A written PROFESSIONAL SERVICES AUTHORIZATION (PSA) will be issued by the State to authorize the Consultant to proceed with a specific portion of the work under this Agreement. The number of PSAs required to accomplish all the work under this Agreement is one to several. Each PSA will authorize a maximum dollar amount for which the PSA represents. The State assumes no obligation of any kind for expenses incurred by the Consultant prior to the issuance of the PSA; for any expenses incurred by the Consultant for services performed outside the work authorized by the PSA; and for any dollar amount greater than authorized by the PSA.
2. It is not necessary for a PSA to be completed prior to the issuance of the next PSA. The Consultant shall not perform work which has not been authorized by a PSA. When the money authorized by a PSA is nearly exhausted, the Consultant shall inform the Administrator of the need for the next PSA. The Administrator must concur with the Consultant prior to the issuance of the next PSA.
3. The Agreement amount is lump sum, unit cost, or cost plus fixed fee amount for the negotiated services and an additional services amount is set up for possible extra work not contemplated in original scope of work. For the Consultant to receive payment for any work under the additional services amount of this Agreement, said work must be performed under a PSA issued by the State. Should the State request that the Consultant perform additional services, then the scope of work and method of payment will be negotiated. The basis of payment for additional work will be set up either as a Lump Sum or Cost Plus Fixed Fee.

#### **VIII. MONTHLY PROGRESS REPORT**

The Consultant shall submit to the State a monthly progress report on Form ITD-771, as furnished by the State.

The monthly progress report will be submitted by the tenth of each month following the month being reported or as agreed upon in the scope of services.

The Agreement Administrator will review the progress report and submit approved billings for payment within two weeks of receiving monthly report.

Each progress report shall list billings by PSA number and reference milestones.



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IX. PROGRESS AND FINAL PAYMENTS

1. Progress payments will be made once a month for services performed which qualify for payment under the terms and conditions of the Agreement. Such payment will be made based on invoices submitted by the Consultant in the format required by the State. The monthly invoice shall be submitted by the tenth of each month following the month being invoiced.

Lump Sum

Progress payments will be made, based on a percentage of the work or milestones satisfactorily completed.

Cost Plus Fixed Fee

The Consultant shall submit a breakdown of costs by each item of work on the monthly invoice, and shall show the percent complete of each item of work, each milestone and percent complete of the entire Agreement. Progress payments will be made based on the invoiced cost less the fixed fee for the work satisfactorily completed for each billing period. Said payment shall not exceed the percent complete of the entire Agreement. Upon satisfactory completion of each milestone, full payment for all approved work performed for that milestone will be made including Fixed\_Fee.

Cost

The Consultant shall submit a breakdown of costs by each item of work on the monthly invoice, and shall show the percent complete of each item of work and percent complete of the entire Agreement. Progress payments will be made based on the invoiced cost for the work satisfactorily completed for each item of work. Said payment shall not exceed the percent complete of the entire Agreement.

Direct expenses will be reimbursed at actual cost, not to exceed the current approved rates as identified at <http://itd.idaho.gov/business/?target=consultant-agreements> .

For "Cost Plus Fixed Fee" and "Cost" agreements, invoices must include backup documentation to support expenditures as appropriate, and as requested by the Agreement Administrator. Such support may consist of copies of time sheets or cost accounting system print-out of employee time, and receipts for direct expenses.

2. The State will make full payment for the value of the services performed which qualify for payment. This full payment will apply until 95 percent of the work under each Project Agreement or Work Task has been completed. No further progress payments will be made until all work under the individual agreement has been satisfactorily accomplished.

If at any time, the State determines that the work is not progressing in a satisfactory manner, the State may refuse to make full progress payments and may withhold from any progress payment(s) such sums that are deemed appropriate for unsatisfactory services.

3. Final payment of all amounts retained shall be due 90 days after all work under the Agreement has been completed by the Consultant and accepted by the State. Such final payment will not be made until satisfactory evidence by affidavit is submitted to the State that all indebtedness incurred by the Consultant on this project has been fully satisfied.
4. Agreements which include an incentive/disincentive clause will normally have the clause applied only to the completion of the milestones identified.
5. Payments to Subconsultants

Consultant shall pay each subconsultant for satisfactory performance of its contract items no later than twenty (20) calendar days from receipt of each payment the consultant receives from the State, in accordance with 49 CFR, Part 26. The consultant shall return retainage



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payments to each subconsultant within twenty (20) calendar days after the subconsultant's work is satisfactorily completed. The Consultant will verify that payment or retainage has been released to the subconsultant or suppliers within the specified time for each partial payment or partial acceptance by the Department through entries in the Department's online diversity tracking system during the corresponding monthly audits.

Prompt payment will be monitored and enforced through the Consultant's reporting of monthly payments to its subconsultants and suppliers in the online diversity tracking system. Subconsultants, including lower tier subconsultants, suppliers, or both, will confirm the timeliness and the payment amounts received utilizing the online diversity tracking system. Discrepancies will be investigated by the Contract Compliance Officer and the Contract Administrator. Payments to the subconsultants, including lower tier subconsultants, and including retainage release after the subconsultant or lower tier subconsultant's work has been accepted, will be reported monthly by the Consultant or the subconsultant.

The Consultant will ensure its subconsultants, including lower tier subconsultants, and suppliers meet these requirements.

**X. MISCELLANEOUS PROVISIONS**

**1. COVENANT AGAINST CONTINGENT FEES**

a. The Consultant warrants that they have not:

Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person to solicit or secure this contract, other than a bona fide employee of the firm;

agreed, as an expressed or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or;

paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee of the firm) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

b. The State warrants that the above consulting firm, or firm representative, has not been required, directly or indirectly as an expressed or implied condition in connection with obtaining or carrying out this contract to:

Employ or retain, or agree to employ or retain, any firm or person, or; pay, or agree to pay to any firm, person or organization, any fee, contribution, donation or consideration of any kind.

**2. PROHIBITION AGAINST HIRING PERSONNEL AND WORKING FOR CONTRACTOR**

In compliance with the Code of Federal Regulations, (23 CFR, Section 1.33, Conflict of Interest), the Consultant agrees that no one in their employ will work on a part time basis under this Agreement while also in the full-time employ of any Federal Agency or the State, without the written consent of the public employer of such person. The Consultant agrees that no one in their employ under any circumstances shall perform any services for the contractor on the construction of this project. This includes employees who leave the Consultant's employment.

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**3. CHANGES IN WORK**

All changes in work shall conform to one or more of the following conditions and in no instance shall such change in work be undertaken without written order or written approval of the State.

- a. Increase in the work required by the State due to unforeseen circumstances.
- b. Revision in the work required by the State subsequent to acceptance of such work at the appropriate conference or after revision of such work as outlined at said conference.
- c. Items of work which are beyond the scope of intent of this Agreement and pre-approved by the State.
- d. Reduction in the work required by the State due to unforeseen circumstances.

An increase in compensation shall not result from underestimating the complexity of the work.

Adjustment in compensation for either an increase or reduction in work shall be on a negotiated basis arrived at by mutual agreement between the State and the Consultant. During such negotiations the State may examine the documented payrolls, transportation and subsistence costs paid employees actively engaged in the performance of a similar item or items of work on the project, and by estimated overhead and profit from such similar items or items of work.

Said mutual agreement for a negotiated increase or reduction in compensation shall be determined prior to commencement of operations for an increase in a specific item or items of work. In the case of State order for nonperformance a reduction in the specific item or items of work will be made as soon as circumstances permit. In the event that a mutual agreement is not reached in negotiations for an increase in work, the State will use other methods to perform such item or items of work.

The mutually agreed amount shall be covered by a Supplemental Agreement and shall be added to or subtracted from the total amount of the original Agreement.

Adjustment of time to complete the work as may pertain to an increase or a reduction in the work shall be arrived at by mutual agreement of the State and the Consultant after study of the change in scope of the work.

**4. DELAYS AND EXTENSIONS**

- a. Extensions of time may be granted for the following reasons:
  - i. Delays in major portions of the work caused by excessive time used in processing of submittals, delays caused by the State, or other similar items which are beyond the control of the Consultant.
  - ii. Additional work ordered in writing by the State.
- b. Extensions of time will not be granted for the following reasons:
  - i. Underestimating complexity of work.
  - ii. Redoing work rejected by the State.

**5. TERMINATION**

The State may terminate or abandon this Agreement at any time upon giving notice of termination hereof as hereinafter provided, for any of the following reasons:



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- a. Evidence that progress is being delayed consistently below the progress indicated in a schedule of operations given to the State at meetings and conferences herein provided for.
  - b. Continued submission of sub-standard work.
  - c. Violation of any of the terms of conditions set forth in the Agreement, other than for the reasons set forth in a and b above.
  - d. At the convenience of the State.

Prior to giving notice of termination for the reasons set forth in a and b above, the State shall notify the Consultant in writing of any deficiencies or default in the performance of the terms of this Agreement, and said Consultant shall have ten (10) days thereafter in which to correct or remedy any such default or deficiency, and upon their failure to do so within said ten (10) days, or for the reasons set forth in 3 above, such notice of termination in writing shall be given by the State. Upon receipt of said notice the Consultant shall immediately discontinue all work and service unless directed otherwise, and shall transfer all documents pertaining to the work and services covered under this Agreement, to the State. Upon receipt by the State of said documents, payment shall be made to the Consultant as provided herein for all acceptable work and services.

## **6. DISPUTES**

Should any dispute arise as to performance or abnormal conditions affecting the work, such dispute shall be referred to the Director of the Idaho Transportation Department or his duly authorized representative(s) for determination.

Such determination shall be final and conclusive unless, within thirty (30) days of receipt of the decision Consultant files for arbitration. Consultant agrees that any arbitration hearing shall be conducted in Boise, Idaho. Consultant and State agree to be bound by the decision of the arbitration. Expenses incurred due to the arbitration will be shared equally by the parties involved.

## **7. ACCEPTANCE OF WORK**

- a. The Consultant warrants that all work submitted shall be in accordance with good professional practices and shall meet tolerances of accuracy required by State practices and procedures.
- b. Acceptance of the work shall not constitute a waiver of any of the State's rights under this agreement or in any way relieve the consultant of any liability under their warranty or otherwise.
- c. It is understood by the Consultant that the State is relying upon the professional expertise and ability of the Consultant in performance of this contract. Any examination of the Consultant's work product by the State will not be considered acceptance or approval of the work product which would relieve the Consultant for any liability or expense.

Acceptance or approval of any portion of Consultant's work product by the State or payment, partial or final, shall not constitute a waiver of any rights the State may have against the Consultant. The Consultant shall respond to the State's notice of any error or omission within twenty four hours of receipt, and give immediate attention to any corrections to minimize any delay to the construction contract.



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If the Consultant discovers errors or omissions in its work, it shall notify the State within seven days of discovery. Failure of the Consultant to notify the State shall be grounds for termination of the agreement.

The Consultant's liability for damages incurred by the State due to negligent acts, errors or omissions by the Consultant in its work shall be borne by the Consultant. Increased construction costs resulting from errors, omissions or negligence in Consultant's work product shall not be the Consultant's responsibility unless the additional construction costs were the result of gross negligence of the Consultant.

**8. OWNERSHIP OF DOCUMENTS**

All material acquired or produced by the Consultant in conjunction with this project, shall become the property of, and be delivered to, the State without restrictions or limitations of their further use. However, in any case, the Consultant has the right to make and retain copies of all data and documents for project files. Documents provided to the State may be public records under the Public Records Act §§ 74-101 through 74-126 and Idaho Code §§ 9-338 *et seq.*, and thus subject to public disclosure unless excepted by the laws of the state of Idaho, otherwise ordered by the courts of the state of Idaho, and/or otherwise protected by relevant state and/or federal law.

**9. INDEMNITY**

Concerning claims of third parties, the Consultant and the State to the extent the State may do so will indemnify, save harmless and defend each other from the damages of and against any and all suits, actions, claims or losses of every kind, nature and description, including costs, expenses and reasonable attorney fees that may be incurred by reason of any negligent act, error or omission of the Consultant or the State in the prosecution of the work which is the subject of this Agreement.

Concerning claims of the State, the Consultant shall assume the liability and responsibility for negligent acts, errors or omissions caused by the Consultant or their agents or employees to the assignments completed under this Agreement, to the standards accepted at the time of work, and until one (1) year after the project construction has been completed. The State shall have until that time to give the consultant notice of the claim.

Notwithstanding any other provision of this Agreement, the Consultant shall not be responsible for claims arising from the willful misconduct or negligent acts, errors, or omissions of the State for contamination of the project site which pre-exist the date of this Agreement or subsequent Task Authorizations. Pre-existing contamination shall include but not be limited to any contamination or the potential for contamination, or any risk to impairment of health related to the presence of hazardous materials or substances. The State agrees to indemnify, defend, and hold harmless the Consultant from and against any claim, liability or defense cost related to any such pre-existing contamination except for claims caused by the negligence, or willful misconduct of the Consultant.

The Consultant, its agents, officials, employees, and subconsultant will be authorized representatives for the State and shall be protected against all suits, actions, claims or cost, expenses and attorney fees in accordance with Subsection 107.10 of the Standard Specifications for Highway Construction 2012; and shall be protected against all personal liability in accordance with Subsection 107.13 of the Standard Specifications for Highway Construction 2012.

**10. INSURANCE**

The Consultant, certifying it is an independent contractor licensed in the State of Idaho, shall acquire and maintain commercial general liability insurance in the amount of \$500,000.00 per occurrence, and worker compensation insurance in accordance with Idaho Law.

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Regarding workers' compensation insurance, the consultant must provide either a certificate of workers' compensation insurance issued by an insurance company licensed to write workers' compensation insurance in the State of Idaho as evidence that the consultant has a current Idaho workers' compensation insurance policy in effect, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission.

The Consultant shall provide the State with certificates of insurance within ten (10) days of the Notice to Proceed.

**11. LEGAL COMPLIANCE**

The Consultant at all times shall observe and comply with all Federal, State and local laws, by-laws, safety laws, and any and all codes, ordinances and regulations affecting the work in any manner. The Consultant agrees that any recourse to legal action pursuant to this agreement shall be brought in the District Court of the State of Idaho, situated in Ada County, Idaho.

**12. SUBLETTING**

The services to be performed under this Agreement shall not be assigned, sublet, or transferred except by written consent of the State. Written consent to sublet, transfer or assign any portions of the work shall not be construed to relieve the Consultant of any responsibility for the fulfillment of this Agreement or any portion thereof.

**13. PERMITS AND LICENSES**

The Consultant shall procure all permits and licenses, pay all charges, fees, and taxes and give all notices necessary and incidental to the due and lawful prosecution of the work.

**14. PATENTS**

The Consultant shall hold and save the State and its agents harmless from any and all claims for infringement by reason of the use of any patented design, device, material process, trademark, or copyright.

**15. NON-DISCRIMINATION ASSURANCES**

**1050.20 Appendix A:**

During the performance of work covered by this Agreement, the Consultant for themselves, their assignees and successors in interest agree as follows:

1. **Compliance With Regulations.** The Consultant shall comply with all regulations of the United States Department of Transportation relative to Civil Rights, with specific reference to Title 49 CFR Part 21, Title VI of the Civil Rights Act of 1964 as amended, and Title 23 CFR Part 230 as stated in the ITD EEO Special Provisions and Title 49 CFR Part 26 as stated in the appropriate ITD DBE Special Provisions.  
<http://apps.itd.idaho.gov/apps/ocr/index.aspx>
2. **Nondiscrimination.** The Consultant, with regard to the work performed by them during the term of this Agreement, shall not in any way discriminate against any employee or applicant for employment; subcontractor or solicitations for subcontract including procurement of materials and equipment; or any other individual or firm providing or proposing services based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.



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3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitations, either by bidding or negotiation, made by the Consultant for work or services performed under subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be made aware by the Consultant of the obligations of this Agreement and to the Civil Rights requirements based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.
4. **Information and Reports.** The Consultant shall provide all information and reports required by regulations and/or directives and sources of information, and their facilities as may be determined by the State or the appropriate Federal Agency. The Consultant will be required to retain all records for a period of three (3) years after the final payment is made under the Agreement.
5. **Sanctions for Noncompliance.** In the event the Consultant or a Subconsultant is in noncompliance with the EEO Special Provisions, the State shall impose such sanctions as it or the appropriate Federal Agency may determine to be appropriate, including, but not limited to:
  - Withholding of payments to the Consultant until they have achieved compliance;
  - Suspension of the agreement, in whole or in part, until the Consultant or Subconsultant is found to be in compliance, with no progress payment being made during this time and no time extension made;
  - Cancellation, termination or suspension of the Agreement, in whole or in part;
  - Assess against the Consultant's final payment on this Agreement or any progress payments on current or future Idaho Federal-aid Projects an administrative remedy by reducing the final payment or future progress payments in an amount equal to 10% of this agreement or \$7,700, whichever is less.
6. **Incorporation of Provisions.** The Consultant will include the provisions of paragraphs 1. through 5 above in every subcontract of \$10,000 or more, to include procurement of materials and leases of equipment unless exempt by the Acts, the Regulations, and directives pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the State or the appropriate Federal Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into any litigation to protect the interest of the State. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

#### **1050.20 Appendix E**

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with all non-discrimination statutes and authorities; including but not limited to:

#### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);



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- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, ( 49 USC § 4 71, Section 4 7123 ), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

**16. INSPECTION OF COST RECORDS**

The Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the project. They shall make such data available for inspection, and audit, by duly authorized personnel, at reasonable times during the life of this Agreement, and for a period of three (3) years subsequent to date of final payment under this Agreement, unless an audit has been announced or is underway; in that instance, records must be maintained until the audit is completed and any findings have been resolved. Failure to provide access to records may affect payment and may constitute a breach of contract.

**17. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

By signing this document the Consultant certifies to the best of his knowledge and belief that except as noted on an attached Exception, the company or its subcontractors, material suppliers, vendors or other lower tier participants on this project:

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- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- b. have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records making false statements, or receiving stolen property;
- c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- d. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**NOTE:** Exceptions will not necessarily result in denial of award, but will be considered in determining Consultant responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

#### **18. CERTIFICATION CONCERNING LOBBYING ACTIVITIES**

By signing this document, the Consultant certifies to the best of their knowledge and belief that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The Consultant also agrees that he or she shall require that the language of this certification shall be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

**19. EMPLOYEE ELIGIBILITY**

The Consultant warrants and takes the steps to verify that it does not knowingly hire or engage persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of person not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties up to five percent (5%) of the contract price, per violation, and/or termination of its contract.

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**RUEN-YEAGER & ASSOCIATES, INC.**  
ENGINEERS ♦ PLANNERS ♦ SURVEYORS

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**Scope of Services for  
Construction Engineering & Inspection (CE&I) Services**

**Clear Zone Safety Improvements, Bonner County  
Project No: A022(876)  
Key No: 22876  
July 24, 2023**

This scope of work is to provide Construction Engineering and Inspection (CE&I) Services to include contract administration, inspection, and project office documentation and close-out under the general direction of the assigned Local Highway Technical Assistance Council (LHTAC) Resident Engineer, for construction of the Clear Zone Safety Improvements project located in Bonner County Idaho. Ruen-Yeager & Associates, Inc. (CONSULTANT) will provide LHTAC with experienced administration and inspection personnel. Through this contract, CONSULTANT will inspect and document to ITD standards, the activities associated with the project to the level necessary to administer the contract.

**Key Understandings:**

- Consultant will provide administrative services prior to start of construction including, but not limited to, Minimum Testing Requirements, and source, waste & staging area approvals. The Consultant preconstruction services will begin in August 2023.
- The construction schedule indicates work to be performed starting with a Season 1 start window between August 28, 2023 to October 16, 2023 and Season 2 start window between May 23, 2024 and July 11, 2024 and will be completed within 94 calendar days.
- Consultant will provide project close-out services to be completed no more than 60 calendar days after substantial completion.
- The project will be managed by an Idaho Licensed Engineer.

The following tasks represent the individual services that are to be provided by CONSULTANT under this agreement:

1 **Construction Administration** – CONSULTANT will provide the qualified personnel necessary to administer the Plans, Special Provisions, and Specifications of the project to ensure the project is accepted by the LHTAC, the ITD and the Federal Highway Administration (FHWA). The following sub-tasks represent a list of those activities necessary to administer the contract.

- 1.1 Activate Project in AASHTOWare – CONSULTANT will check the AASHTOWare default entries and enter the non-bid items.
- 1.2 Submittal Log and Minimum Testing Requirements (MTR's) – CONSULTANT will develop a submittal log for the project prior to the start of construction and will track and maintain log throughout

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construction. Identified deficiencies will be promptly reported. The consultant will develop the MTR list for the project and submit to the LHTAC Resident Engineer for approval prior to the start of construction. This information will be used to track materials acceptance required on the project.

- 1.3 Pre-construction Conference – CONSULTANT will facilitate the Pre-construction Conference including agenda, forms, and exhibits provided by or coordinated with the LHTAC.

Performance Assumptions:

- i Prepare Pre-Con Outline.
- ii Coordination of meeting with the Local Sponsor, the LHTAC, Utilities, and other applicable parties.
- iii Prepare and distribute meeting minutes.

- 1.4 Subcontracts – Review and recommend for approval/rejection the ITD-315 contractor’s request to subcontract including complete subcontract package. ~~DBE commitments will be monitored.~~

- 1.5 Civil Rights/Labor Compliance – CONSULTANT and the contractor personnel will be monitored for civil rights compliance. The LHTAC Resident Engineer will be notified of instances of non-compliance by the contractor.

Performance Assumptions:

- i Inspect Project Board for Required EEO/Labor Postings weekly and report findings in the project diaries and/or daily work reports.
- ~~ii Check Certified Payrolls to ensure proper payment.~~
- ~~iii Perform required Labor and EEO field interviews.~~

- 1.6 Filing & Records Verification – Project files will be maintained in ProjectWise. Copies of important or requested information will be forwarded to the LHTAC Resident Engineer. CONSULTANT will periodically check the files during the project to ensure that all records are being accurately kept and the filing system is up to date.

Performance Assumptions:

- i Maintain project filing system electronically using ProjectWise.
- ii Address periodic review comments.
- ~~iii Post material certification, Sampling and Testing results to CONSULTANT created Material Acceptance Program spreadsheet.~~
- iv Materials Certifications – Certifications, as required by bid item, will be requested for all materials incorporated into the project. No materials will be accepted for payment until the certifications are received and reviewed for acceptance. Certifications will be reviewed and approved.
- v AASHTOWare Construction – CONSULTANT will enter all daily work reports including pay items to Construction as allowed by LHTAC. ~~Check pay item quantities against material summary reports to assure quantities posted have appropriate certifications and test reports.~~



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1.7 Progress Estimate Preparation – For each scheduled progress estimate, documentation will be received, reviewed, and prepared. An ITD-2242 will be prepared and submitted. Payment postings to AASHTOWare will be verified and the estimate will be generated.

1.8 Contract Changes – Requests received from the Contractor for time extensions, contract changes, and extra work will be reviewed and analyzed in coordination with the LHTAC Resident Engineer.

Performance Assumptions:

- i CONSULTANT will work with the LHTAC Resident Engineer and/or with other assigned LHTAC personnel, as required by the ITD Contract Administration Manual. CONSULTANT will prepare the Draft ITD-2317 and necessary backup documents for the Engineer's review and approval. CONSULTANT will create change orders in AASHTOWare and data enter applicable information. Review and approval groups will be created for the ITD-2317 and ITD-0400. CONSULTANT will work with LHTAC Resident Engineer to obtain access for Contractor approval of ITD-0400.
- ii CONSULTANT will assist the LHTAC Engineer in preparing for potential claims. The claim package will be prepared in accordance with the specifications and the ITD Contract Administration Manual on all claims of LHTAC and the Contractor relating to the acceptability of the Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Contractor's work. Hours and costs for claims and litigation work have not been included in this agreement but will be negotiated under a supplemental agreement before performing work.
- iii For pending claims concerning extra work or work beyond the original scope, CONSULTANT will maintain accurate force account records showing actual cost of such work.

~~1.9 Pre-paving Meeting – CONSULTANT will facilitate a pre-paving meeting with the contractor.~~

~~Performance Assumptions:~~

- ~~i Coordinate meeting with testing firms, the LHTAC, and Contractor.~~
- ~~ii Prepare and distribute meeting agenda and minutes.~~

~~1.10 Weekly Progress Meetings – Weekly/periodic progress meetings will be held on-site or at an otherwise Engineer approved location, electronically.~~

~~Performance Assumptions:~~

- ~~i Both CONSULTANT Project Manager and Lead Inspector will attend and coordinate weekly progress meetings and prepare minutes for distribution and review.~~

1.11 Contract Submittal Review – Contract submittals will be reviewed as necessary. It is understood that some interpretations and clarifications will be directed to the LHTAC Resident Engineer.

Performance Assumptions: (Contractor Submittals)

- i. Traffic Control Plans – Traffic Control Plans will be reviewed for compliance with MUTCD and ITD specifications.
- ii. Schedule Review – CONSULTANT will review the baseline CPM for contract compliance. CONSULTANT will perform monthly schedule reviews with the contractor, review updated



activity dates, and update project calendars for weather days. Delays or potential delays will be documented and provided to the LHTAC.

- iii. Interpretations and Clarifications – It is expected that CONSULTANT will perform routine interpretations and clarifications on the project. Sensitive decisions and interpretations or those that effect Erosion and Environmental permitting will be reviewed by the LHTAC Resident Engineer prior to final disposition.
- iv. Contractor source approval requests, staging area requests, and waste site approval requests will be reviewed and approved through coordination with the ILHTAC Resident Engineer.
- v. ~~Contractor Hot Mix Asphalt designs will be processed and approved through coordination with the LHTAC Resident Engineer.~~
- vi. ~~CONSULTANT will check items found on the ITD Qualified Products List prior to the material being incorporated into the project.~~
- vii. Requests for Information (RFIs) – CONSULTANT will review contractor RFIs and prepare draft responses for the LHTAC. Responses will be coordinated with the Engineer as necessary.
- viii. SWPPP – LHTAC ENVIRO will review the Contactor's Stormwater Pollution Protection Plan, narrative, and coordinate the Notice of Intent. CONSULTANT will document this in the project records.

1.12 Public Relations - CONSULTANT will respond to and coordinate all public inquiries and/or concerns with the Contractor and the LHTAC Resident Engineer for appropriate action. Records of contacts and responses will be maintained

1.13 Monthly Invoicing/Project, Staff, & Schedule Management – Monthly invoices of CONSULTANT labor will be electronically submitted to the LHTAC Resident Engineer for review and processing each month. Each invoice package will contain approved timesheets for all labor expended and appropriate backup for all direct costs. The CONSULTANT shall formally notify the Agreement Administrator upon reaching 85% of the expended contract amount. Subsequent payments to our subconsultants will be tracked in the B2GNow program. Project Manager will actively manage Inspection Staff needs, resources, and schedules.

2 Survey Quality Assurance – ~~CONSULTANT will check and verify Contractor surveys for accuracy and compliance with the plans and specifications. This work will be conducted by inspection staff. If it is determined, by the CONSULTANT and LHTAC's Resident Engineer that the CONSULTANT's surveyor is needed to conduct a verification, additional compensation may be needed.~~

3 Project Inspection – Inspection will be performed by CONSULTANT with qualified and certified inspection staff. A spread sheet with qualifications and certifications will be prepared and maintained to ensure full compliance with ITD, WAQTC, and IQP requirements.

3.1 Inspection of Work/Daily Work Reports – Daily reports on ITD forms will be prepared, or entered straight into ITD provided programs, to record the contractor's hours on the site, weather conditions, data relative to questions of change orders, field orders, or changed conditions, site visitors, daily activities, labor compliance, civil rights compliance, decisions, and observations in

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general. Certificates of inspections, tests, and approvals required by the Contract Documents will be prepared, received, and reviewed.

Performance Assumptions:

- i. Safety – Assist in enforcing the current ITD/LHTAC safety policy and the safety provisions of the contract. Take immediate action if warranted, and report immediately to the RE the occurrence of: safety deficiencies, incidents, hazardous environmental conditions, emergencies, or acts of God endangering personnel, work, property or the environment.
- ii. Identify and Recommend Corrections – Any omissions, substitutions, defects, and deficiencies in the work of the Contractor will be identified and documented with recommendations reported to the LHTAC Resident Engineer.
- iii. Pay Quantity Collection – Pay quantities and quantity measurements will be checked for accuracy and prepared for processing for payment to the Contractor.
- iv. ~~Asphalt and Fuel Price Adjustment Calculations – Asphalt and Fuel Price Adjustments will be calculated monthly. Record of each month's calculation must be included in the project files.~~
  - i. Environmental & Erosion Control Monitoring – ~~For SWPPP projects the CONSULTANT will provide a certified NPDES inspector, which has at a minimum the WPCM qualification, who will ensure compliance with all permits and storm water plans. An NPDES certified Inspector will document compliance with permits and PPP through observation and recommend maintenance or correction. Weekly inspection reports will be prepared and sent to LHTAC for signature.~~
  - v.
  - .
  - a. ~~Weekly monitoring reports will be prepared and filed in the project office. In the event of a CGP violation, a non-compliance report (ITD Form 2790) will be coordinated within 24 hours of the violation with the Contractor and LHTAC staff. Formal notification if personnel are changed or expiration of the needed certifications occurs will be required.~~
  - b. ~~This scope includes two inspections per week (one regular and one storm event driven). The scope includes one hour per inspection plus travel. Attendance at the weekly meeting is not included by the environmental inspector. A daily diary will not be prepared by the environmental inspector for site visits, only the ITD 2708 or 2802 inspection record. Daily diaries will be completed by the assigned project inspector.~~

~~4 Materials Sampling & Testing~~ CONSULTANT will provide materials sampling & testing services as required by ITD Specifications and the LHTAC Resident Engineer. The following items represent the major sub-tasks required for administering this portion of the agreement.

- ~~4.1 Quality Assurance and Verification Sampling & Testing – Sampling & Testing will be performed according to ITD Quality Assurance requirements (including verification sampling). Sampling of component materials and completed work items will be performed to check that the materials and workmanship incorporated in the project are in substantial conformity with the plans, specifications, and contract special provisions. CONSULTANT will meet the minimum sampling frequencies per the MTR's as presented by the LHTAC Resident Engineer and as required due to~~



~~project phasing, or other factors which could affect minimum testing frequencies. CONSULTANT will provide daily monitoring of the Contractor's Quality Control activities at the project site. It is understood that some specialized equipment may be provided by ITD/LHTAC. ALLWEST Testing & Engineering will be available to provide assistance where needed.~~

- ~~4.2 Prepare and Transmit Test Results – The Contractor's Quality Control Plan will be monitored pursuant to QC/QA Special Provisions. All sampling data generated by CONSULTANT will be documented and submitted to the Engineer for inclusion in the MAPs and QC/QA statistical analysis for penalty/bonus calculations.~~
- ~~4.3 Schedule for Sampling – The LHTAC will be informed of the project sampling and testing schedule and all documentation reports of sampling and testing will be completed and submitted the same week the work is done or as otherwise directed.~~
- ~~4.4 Acceptability of "or equal" Products – CONSULTANT will evaluate and determine the acceptability of substitute or "or equal" materials and equipment proposed by the Contractor. Recommendations will be made to the LHTAC Resident Engineer for change orders before allowing any substitutes.~~

**5 Project Close-Out** – At project close-out, all records will be finalized, and quantity calculations verified.

- 5.1 CONSULTANT will conduct a final review of all contract documents including pay documentation, final material summary and record drawings. CONSULTANT will resolve any findings from the LHTACS's review from Materials and DRI audit.
- 5.2 Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, including certificates of inspection, tests and approvals, shop drawings, samples, and the annotated record documents which are to be assembled by the Contractor in accordance with the Contract Documents to obtain final payment.
- 5.3 Promptly conduct an inspection after notice from the contractor that the entire work is ready for its intended use, in the company of the LHTAC Resident Engineer and the Contractor, to determine if the work is Substantially Complete.
- 5.4 Participate in a final inspection, to include representatives from the LHTAC and the PFHD.
- 5.5 Full and final project documentation in ProjectWise must be completed no later than 60 days after the substantial completion date.

**Key Understandings** – LHTAC solicited the services of the CONSULTANT or consultant team to provide the LHTAC with full CE&I services under the general direction of the LHTAC Resident Engineer for the construction of the project. It is anticipated that each CONSULTANT personnel assigned to the project will be furnished with construction inspection vehicle, standard inspection equipment, laptop computer, digital camera, cellular phone, and personal protective equipment.



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**Items to Be Provided by LHTAC/ITD** – Remote access to LHTAC/ITD computer systems and project files including, but not limited to, AASHTOWare Construction, ProjectWise and ITD network via VPN.

**Project Schedule** – CONSULTANT proposes to implement its services within the following schedule: The scope of work for this project will run in accordance with the Contractor’s construction schedule. It

is anticipated that CONSULTANT will be engaged in CE&I Services from August 2023 through potentially October 2024. Project Closeout will occur within 60 days of the Substantial Completion Date. The agreement completion date will be November 2024.

**Professional Service Fee** – CONSULTANT will invoice the LHTAC Resident Engineer for professional services described in this Scope of Work. CONSULTANT will invoice the LHTAC Resident Engineer for professional labor and reimbursable expenses based on the Cost Estimate and will bill only for the efforts actually expended to complete the project in accordance with the provisions of the LHTAC Task Order for this work.

The fee estimate, level-of-effort projections, and schedule assumptions represent CONSULTANTS professional judgment. They are presented to allow a review of our approach. As we initiate activities, it may become apparent some modifications to this proposal are necessary due to changes in the Contractor’s schedule. CONSULTANT will advise the LHTAC Resident Engineer of such issues and any fee and/or schedule impact prior to implementing revised activities.

**Ruen-Yeager & Associates Inc.**

PROJECT NAME : Clear Zone Safety Improvements, Bonner Co  
 PROJECT NUMBER : A022(876)  
 KEY NUMBER : 22876  
 DATE: 8/21/2023



**A. DIRECT SALARY COST**

	Man-Hrs	Hourly Rate	3.1108 Loaded Hourly Rate	Labor Cost
LKW PRINCIPAL	88	@ \$63.00	195.98	\$ 17,246.28
MJH ENGINEERING TECHNICIAN	153	@ \$41.00	127.54	\$ 19,514.05
TAR ENGR TECH ASST	9	@ \$28.00	87.10	\$ 783.92
JTCII LEAD INSPECTOR	286	@ \$34.50	107.32	\$ 30,694.26
JLP INSPECTOR	275	@ \$33.00	102.66	\$ 28,230.51
JSC CLERICAL:	7	@ \$38.75	120.54	\$ 843.80
<b>SUB-TOTAL DIRECT SALARY COST</b>				<b>= \$ 97,312.82</b>

**B. PAYROLL, FRINGE BENEFIT COSTS & OVERHEAD**

version 1/1/23

	Total Raw Labor Cost	Approved Rate	
\$	97,312.82 X	181.58%	=
Overtime Rate Burden			
JTCII	40 hours x	\$17.25	= \$690.00
JLP	40 hours x	\$16.50	= \$660.00

**C. NET FEE**

Total Raw Labor & Overhead	Net Fee
\$97,312.82 X	10.0%

**D. FCCM**

Total Raw Labor	Net Fee
\$97,312.82 X	1.350%

**E. OUT-OF-POCKET EXPENSE SUMMARY**

	Amount	Unit Cost	Expense
1 Mileage	4,730 @	\$0.655	= \$ 3,098.15
<b>SUB-TOTAL EXPENSE</b>			<b>= \$3,098.15</b>

**TOTAL = \$101,761**

- \* As per the "FEDERAL PER DIEM RATES FOR IDAHO"
- \*\* See attached Subconsultant's Summary
- \*\*\* Negotiated % Fee

Mileage - Luby Bay 53 miles x 2 (RT) = 106 + 15 = 121 x (66/3) = 2662  
 Upper Pack River 17 miles x 2 (RT) = 34 + 15 = 49 x (66/3) = 1078  
 Lakeshore Drive 15 miles x 2 (RT) = 30 + 15 = 45 x (66/3) = 990

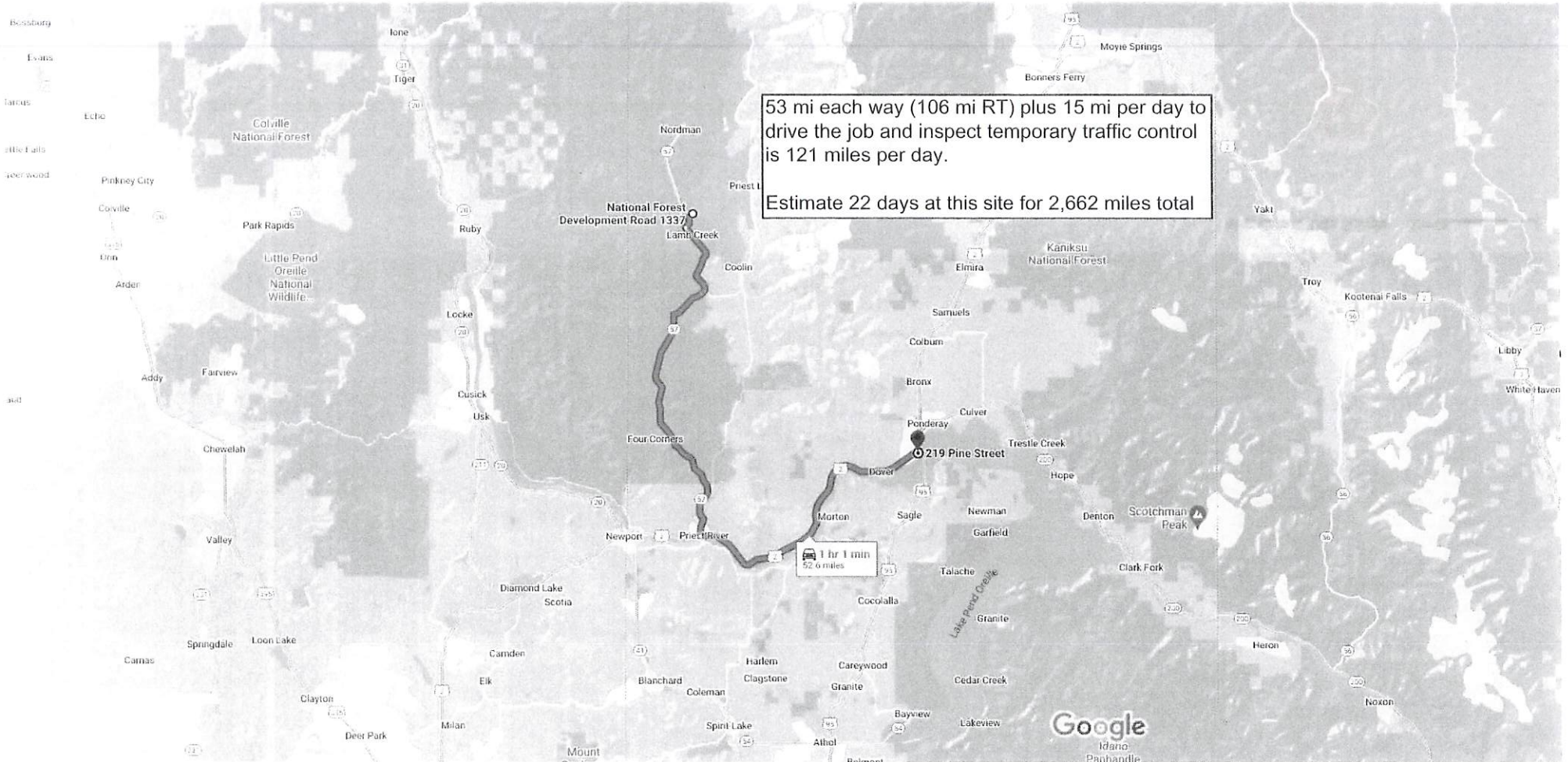
PROJECT NAME :  
 PROJECT NUMBER :  
 KEY NUMBER :  
 DATE:

Clear Zone Safety Improvements, Bonner County  
 A022(876)  
 22876  
 8/7/23

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RUEN-YEAGER & ASSOCIATES								
Task	Description	Principal	Engr Tech	Engr Tech Asst	Lead Inspector	Alternate Inspector	Clerical	Total
		Laura Winter	Matt Harwood	TuAnn Rose			Jessica Conley	
<b>1.0</b>	<b>CONSTRUCTION ADMINISTRATION</b>							
1.1	Activate Project in AASHTOWare		1					1
1.2	Submittal Log & MTR's		14					14
1.3	Pre-Construction Conference	1	3		1	1		6
1.4	Subcontracts		4					4
1.5	Civil Rights/Labor Compliance		4					4
1.6	Filing & Records Verification	7	14					21
1.7	Progress Estimate Preparation		14	7				21
1.8	Contract Changes	2	4	2				8
1.9	<del>Prepaving &amp; Concrete Meetings</del>							
1.10	Weekly Progress Meetings	20	20					40
1.11	Contract Submittal Review		28					28
1.12	Public Relations	2	2					4
1.13	Monthly Invoicing, Project, Staff and Resource Mangmt	41					7	48
	Subtotal	73	108	9	1	1	7	199
<b>2.0</b>	<b>Survey</b>							
	Field Work							
	Office Computations							
	Subtotal							
<b>3.0</b>	<b>Project Inspection</b>							
	Plan & Spec Review	4	4		4	4		16
3.1	Inspection of Work/Daily Work Reports				270	270		540
	Subtotal	4	4		274	274		556
<b>4.0</b>	<b>Material Testing</b>							
4.1	<del>Quality Assurance &amp; Verification Testing</del>							
4.2	<del>Schedule for Sampling</del>							
4.3	<del>Prepare &amp; Transmit Test Results</del>							
4.4	<del>Acceptability of "or-equal" Products</del>							
	Subtotal							
<b>5.0</b>	<b>Project Closeout</b>							
5.1	Contract Document Review	1	24		1			26
5.2	Bonds & Certificates		1					1
5.3	Substantial Completion Inspection	5	8		5			18
5.4	Final Inspection	5	8		5			18
	Subtotal	11	41		11			63
	<b>Total</b>	<b>88</b>	<b>153</b>	<b>9</b>	<b>286</b>	<b>275</b>	<b>7</b>	<b>818</b>





Map data ©2023 Google 5 mi

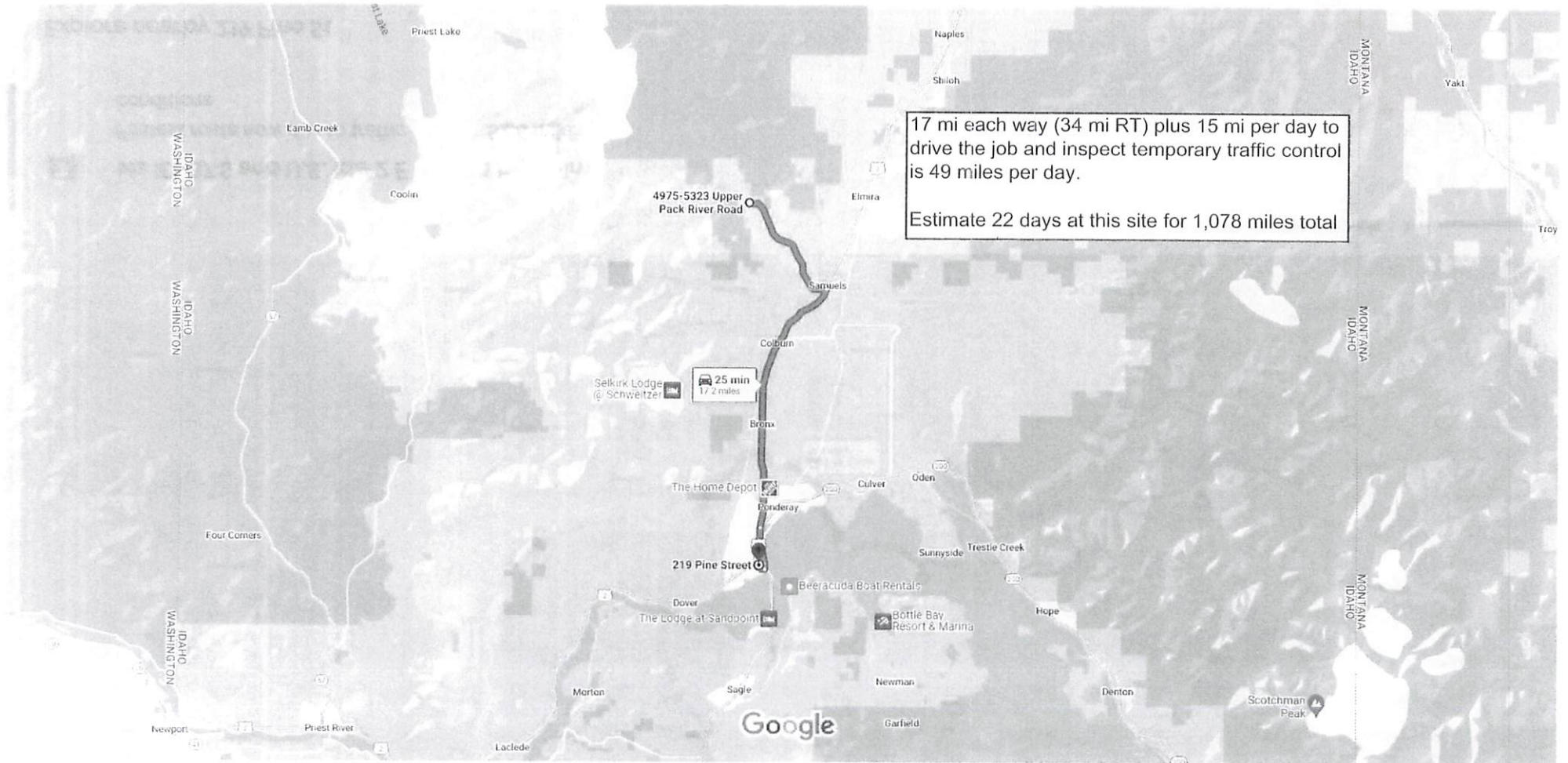


via ID-57 S and U.S. Rte 2 E  
Fastest route now due to traffic conditions

1 hr 1 min  
52.6 miles

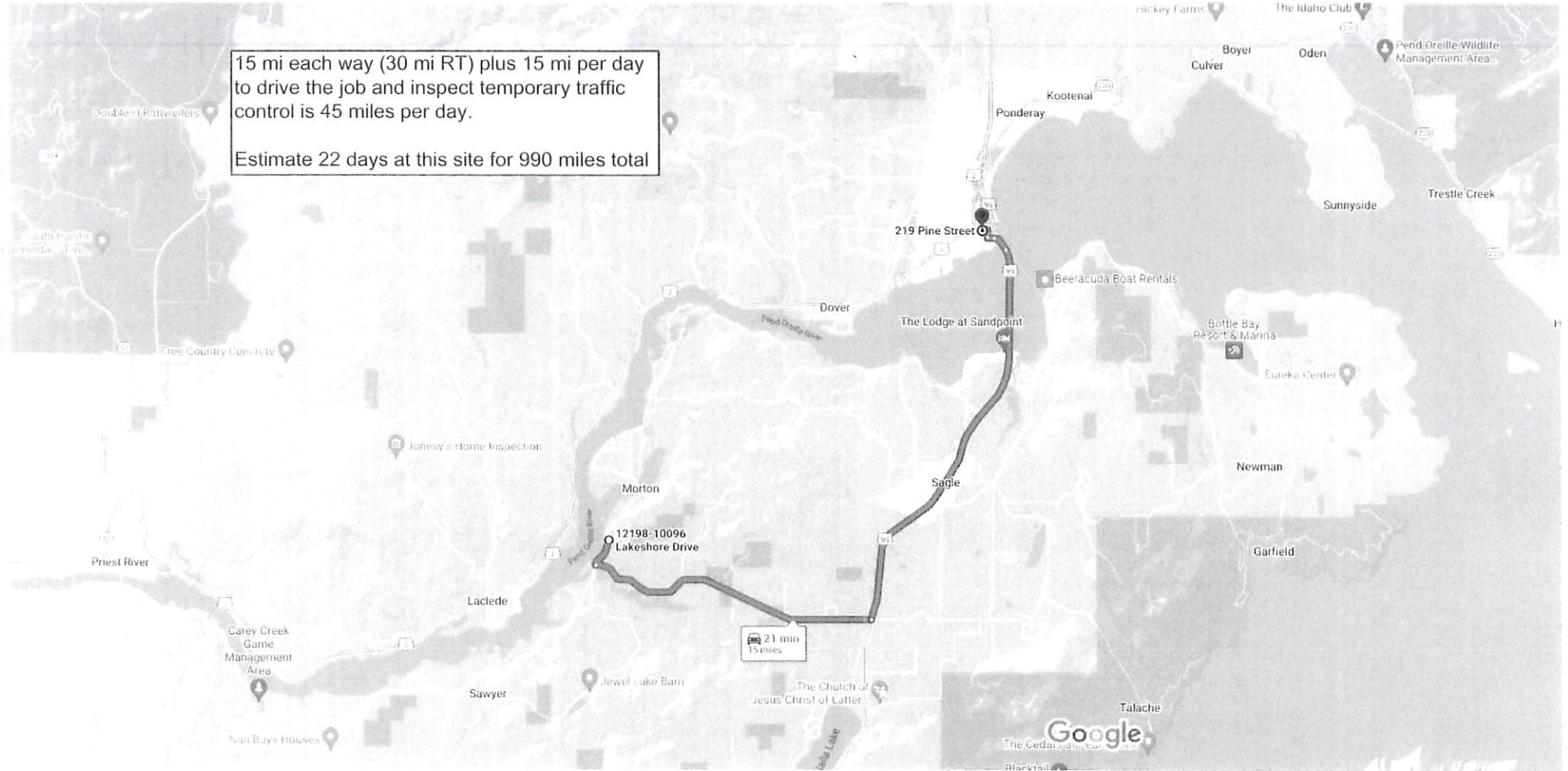
Explore nearby 219 Pine St

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Map data ©2023 Google 1 mi

 via Dufort Rd and US-95 N 21 min  
 Fastest route now due to traffic conditions 15.0 miles

Explore nearby 219 Pine St

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# BONNER COUNTY NOXIOUS WEEDS

1500 Hwy 2, Suite 101 • Sandpoint, ID 83864 • Phone: (208) 255-5681ext.6  
<https://www.bonnercountyid.gov/noxious-weeds>

DRAFT

September 5, 2023

## Memorandum

WEEDS  
Item #1

**TO:** Commissioners  
**FROM:** Chase Youngdahl, Noxious Weeds Manager  
**RE:** Facilities Use Agreement – University of Idaho

I am hosting the fall quarter executive board meeting of the IANWCS (Idaho Association of Noxious Weed Control Superintendents), which has chosen the University of Idaho's Sandpoint Organic Agriculture Center as the meeting site. The hosting county handles the local logistics for this meeting. The University of Idaho requires the Permittee to sign a facilities use agreement, and it is valid only for the specified date(s) and time of the event. The fee associated with the facility rental will be reimbursed by the IANWCS.

Bill Wilson has reviewed this facilities use agreement.

**Distribution:** Original to Noxious Weeds Office—Chase Youngdahl  
Copy to BOCC Office

**A suggested motion would be:** Mr. Chairman, based on the information before us I move to approve the University of Idaho's facilities use agreement for the Sandpoint Organic Agriculture Center, valid for the date of October 4, 2023.

Recommendation Acceptance:  YES  NO \_\_\_\_\_ Date: \_\_\_\_\_  
Commissioner Steve Bradshaw, Chairman

**UNIVERSITY OF IDAHO  
FACILITIES USE AGREEMENT**

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This Agreement is entered into for the term shown above, between the Regents of the University of Idaho, (University), and Permittee (Permittee), a business entity or individual with authority to do business in the State of Idaho, collectively the Parties. The Parties, in recognition of the good and valuable consideration as further described herein, agree as follows:

**1.0 CONTRACT INFORMATION**

<b>Event Information:</b>			
Name of Event:		Quarterly Executive Board Meeting	
Event Date(s):		Month: October	Day(s): 4
		Year: 2023	
Description of Event:		Idaho Association of Noxious Weed Control - Superintendents' Quarterly Executive Meeting	
Facilities or Premises to be used:		First Floor	
Set Up and Take Down time		Set up for _____ hours before Event	Take down for _____ hours after Event
Maximum number of attendees:		30	
Estimated rental cost:		\$220	
Nonrefundable deposit:		N/A	
Deposit due by: N/A		Month:	Day(s):
		Year:	
<b>Permittee Information</b>			
Legal Name		Bonner County - Noxious Weed Department	
Any DBAs ("doing business as")			
Mailing address:		1500 Hwy 2 Suite 101 Sandpoint, ID 83864	
Name of Permittee liaison:		Chase Youngdahl	
Title:		Noxious Weed Manager	
Phone: 208-255-5681 ext 6		FAX: N/A	Email: chase.youngdahl@bonnercountyid.gov
Insurance Certificate: The last page of the Facilities Use Agreement is the "Request for Certificate of Insurance. Permittees, please give this form to your insurance agent so that the correct Certificate will be sent to the University.			
<b>University Information</b>			
Liaison mailing address:		10881 North Boyer Rd Sandpoint, ID 83864	
Name of University liaison:		Kyle Nagy	
Title:		Superintendent	
Phone:		FAX:	Email:
208-304-7815		N/A	
		knagy@uidaho.edu	

**2.0 PERMITTED USE AND DATES:** Under the terms and conditions herein, University grants to Permittee a nonassignable right to use the Facilities (described in 1.0 Contract Information) for the sole purpose, and no other, of the **Event**. Permittee is entitled to use the Facilities for the Event Date(s) (described in 1.0 Contract Information). Permittee shall have a right of access and limited use of the Facilities during the Set Up and Take Down hours (described in 1.0 Contract Information), for the purpose of installing equipment, preparing the Premises and equipment for use, packing and removal of equipment afterwards. Use of the Facilities shall be limited to the maximum of Event attendees described in 1.0 Contract Information.



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**3.0 FACILITIES:** The estimated cost for rental of the Facilities is described in 1.0 Contract Information. Permittee acknowledges that this is an estimated rental cost only and that Maintenance and requested services amounts are subject to change. Permittee agrees to pay all costs for rental of the Facilities and all other expenses and services as further specified herein and incorporated by reference. All amounts incurred will be billed directly to Permittee. The use of the Facilities shall include all lights, access to restrooms, electricity for lights and power, public address system, and water for drinking, and if applicable, press box. The extent of the use of utilities as described above are as required for ordinary and comfortable use of the facility as determined by the facility manager. Any additional requirement, alterations, special arrangements, equipment, or services must be requested in writing with the necessary work to be performed under the direction of University, at the expense of the Permittee, and all such payments shall be in addition to the rental charge. All such requirements must be set forth in a "Facilities Use Services Agreement Rider", signed by both parties. The maximum occupancy of the Premises shall be determined by University, with the concurrence of the safety officer, whose decision shall be final. All aisle ways and walkways must be kept clear for the safe movement of persons exiting and entering. Failure to comply with this provision is a material breach of this agreement. University reserves the right to interrupt programs for the purpose of making necessary public safety announcements over the public address system.

**4.0 INDEMNITY:** Permittee shall indemnify and hold harmless the State of Idaho, the University, and its governing board, and their employees and agents from any and all claims and expenses for loss or liability which may be made against the State of Idaho, the University, and its governing board, and their employees and agents, by any person or entity for personal injury, property damage, or any fine, assessment or penalty whether arising in contract or law resulting directly or indirectly from any act, incident or accident occurring in, upon or about the Facilities as a result of the acts, errors or omission of the Permittee, its agents, or event patrons, or arising in connection with operations, use or occupancy of the Facilities by the Permittee, its agents, or event patrons, whether or not arising in whole or in part from negligence by the University. Permittee further agrees to waive all claims against the State of Idaho, the University and its governing board, and their employees and agents on account of any loss, damage or injury from whatever cause (including claims against the Permittee by others) which may occur to it or its property arising from the use and occupancy of the Facilities, the giving of this waiver being one of the considerations upon which this Agreement is granted. A Certificate of Insurance is required as described below. If Permittee is the Sponsor of an event at which alcohol will be served, Permittee / Sponsor ("Permittee") further agrees that the University relies on the information submitted in Permittee's alcohol permit application and attachments to the alcohol permit application to grant an alcohol permit to the Permittee. In consideration of the granting of this Alcohol Permit, Permittee agrees that Permittee will abide by all applicable State of Idaho and local jurisdiction laws governing the consumption, sale and distribution of alcohol, and that Permittee has read, understands, and will abide by the applicable policies, rules, and guidelines of the Board of Regents of the University of Idaho and State Board of Education "Board" and the University of Idaho. This provision survives the termination of this Agreement.

### **5.0 INSURANCE**

**5.1 General Requirements:** Permittee and its contractors, subcontractors or independent contractors of any tier ("Permittee") are required to carry the types and limits of insurance shown in this insurance clause, and to provide University with a Certificate of Insurance. At any time, University reserves the right to amend insurance requirements or require a security bond if event circumstances warrant such action. Certificates shall be provided (2) two weeks prior to Permittee's use of University Premises. Additionally and at its option, University may request certified copies of required policies and endorsements. Such copies shall be provided within (10) ten days of the University's request. All insurers shall have a Best's rating of A- or better and have a Certificate of Authority in Idaho. Prior to use of the Premises, Permittee shall furnish University with a certificate of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below. All policies required shall be written as primary policies and not contributing to nor in excess of any coverage University may choose to maintain. All certificates shall provide for thirty (30) days' written notice to University prior to cancellation or material change of any insurance referred to therein. All policies shall name the State of Idaho and the Regents of the University of Idaho as additional insureds. Certificates shall be mailed as directed in the Request for Certificate of Insurance attached to this document. All policies shall contain waiver of subrogation coverage or endorsements. Failure of University to demand such certificate or other evidence of full compliance with these insurance requirements or failure of University to identify a deficiency from evidence that is provided shall not be construed as a waiver of Permittee's obligation to maintain such insurance. Failure to maintain the required insurance may result in termination of this Agreement at University's option.



5.2 **No Representation of Coverage Adequacy.** By requiring insurance herein, University does not represent that coverage and limits will necessarily be adequate to protect Permittee and such coverage and limits shall not be deemed as a limitation on Permittee's liability under the indemnities granted to University in this Lease.

5.3 **Required Insurance Coverage.**

Permittee and its contractors, subcontractors or independent contractors of any tier ("Permittee") shall obtain insurance of the types and in the amounts described below:

Commercial General and Umbrella Liability Insurance. Permittee shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than **\$1,000,000** each occurrence and in the aggregate. If such CGL insurance contains a general aggregate limit, it shall apply separately to the Demised Premises and shall not be less than **\$1,000,000**. **Coverage shall include Damage to Premises of Others at a limit of not less than \$1,000,000.** CGL insurance shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, event participants, and liability assumed under an insured contract including the tort liability of another assumed in a business contract.

Commercial Auto Insurance. If applicable, Permittee shall maintain a Commercial Auto policy with a Combined Single Limit of \$1,000,000; Underinsured and Uninsured Motorists limit of \$1,000,000; Comprehensive; Collision; and a Medical Payments limit of \$10,000. Coverage shall include Non-Owned and Hired Car coverage.

If alcohol is served, Permittee must comply with all policies and procedures established by the Regents of the University of Idaho, including policies regarding application for an Alcohol Permit (see <http://www.dfa.uidaho.edu/axs/>), and a valid liquor license and service procedures. Liquor Legal Liability is required, at a limit of \$1,000,000. It is acceptable to have this coverage and the liquor license provided by the caterer or other liquor supplier, as long as State of Idaho and the Regents of the University of Idaho are named as an additional insured on the Liquor Legal Liability policy.

Personal property. Permittee shall cover Permittee's personal property. In no event shall University be liable for any damage to or loss of personal property sustained by Permittee, whether or not insured, even if such loss is caused by the negligence of UNIVERSITY, its employees, officers or agents.

Workers' Compensation. Where required by law, Permittee shall maintain all statutorily required coverages including Employer's Liability.

**6.0 OTHER OBLIGATIONS:**

6.1 Permittee shall provide University with a guaranteed number of Event participants one week prior to arrival, and shall provide the University with the dates and times of scheduled arrivals and departures of Event participants.

6.2 Permittee understands that alcoholic beverages may not be consumed on the University campus. Neither Permittee, its employees, agents, assigns, volunteers, guests nor participants shall consume alcohol unless Permittee has obtained authorization and a permit to do so from University by completing the University's *Application for Alcoholic Beverage Permit* and receiving University approval. The terms of the University's *Application for Alcoholic Beverage Permit* shall control performance of this Agreement in the event of a conflict in terms between the *Application for Alcoholic Beverage Permit* and this Agreement.

6.3 University Facilities are "no smoking" facilities. Those individuals wishing to smoke must do so outside the facility. There are no exceptions to this requirement.

6.4 Permittee shall ensure the proper conduct of all participants and shall ensure that it and all participants comply with applicable laws, ordinances, University regulations, and the reasonable instructions of University personnel and agents. These include, but are not limited to, city ordinances, state law, federal law, University rules and regulations and fire and police regulations. In the event of non-compliance by participants, Permittee must inform the University immediately and University reserves the right to immediately terminate the event and re-enter the Premises. If Permittee is determined to be in violation of any rule, regulation, ordinance, or law, Permittee shall immediately desist from and correct such violation. University shall have complete control of all buildings and reserves the right to eject any objectionable person or persons from its buildings through its agents or security personnel. Permittee waives any right and all claim for damages against University.



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6.5 Permittee will not do, or permit to be done, anything in or upon any portion of the Premises or bring or keep anything therein or thereon which will in any way conflict with the conditions of any insurance policy upon the building or any part thereof, or in any way increase any rate of insurance upon the building or on property kept there nor shall Permittee without the written consent of University put up or operate any engine or motor or machinery on the Premises or use oils, burning fluids, camphene, kerosene, naphtha gasoline, or other flammable liquid or gas for either mechanical or other purposes, or use any agent other than electricity for illuminating the Premises. Permittee will not do, or permit to be done, anything in or upon any portion of the Premises that will, in the opinion of University, conflict with the policies and procedures of University, or create a safety or security hazard, or interfere with normal business and academic operations of University. At the discretion of University, Permittee shall pay to University upon demand such sum as shall be necessary to prevent or control or remediate any increase in hazard

6.6 University reserves the right to sell or give away refreshments, periodicals, flowers, souvenirs, mementos, and other merchandise, to conduct check rooms, to control programs and or supervise the contents thereof, to take photographs and other privileges. Permittee shall not engage in or undertake the sale of any of the aforesaid or similar articles or privileges without the written consent of University.

6.7 This Agreement is solely for the use of the Facilities identified herein. Additional services such as lodging, reservations, food, audio/visual, sound and lighting, and parking shall be provided by the University only upon execution of a "Facilities Use Agreement Services Rider," the terms of which shall be incorporated herein by this reference. Permittee shall provide instructions regarding any such additional services at least two weeks prior to the first date of the event. University shall endeavor in good faith to comply with such instructions, without guarantee. All costs associated with the provisions of services shall be billed to and paid by Permittee.

6.8 To the extent that University, in the exercise of its discretion, must provide services for the Event, including but not limited to security services and any other services that are in addition to those provided for herein, whether or not they are requested by Permittee, Permittee shall pay for all costs associated with provision of such services. University shall not be obligated to provide any services other than those specified herein.

6.9 Permittee shall not post, exhibit, or hang any signs, advertisements, or posters inside or outside any University facilities without the express written consent of University in each instance. Permittee shall remove all items posted, exhibited, or hung by the close of the Event. Permittee further agrees to immediately take down and remove all signs, advertisements, or posters of any description objected to by the University.

6.10 Permittee understands and agrees that University assumes no responsibility whatsoever for any property placed in the Facilities or any other campus facility, including the LLC. University is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property that may be sustained by reason of the use of the Facilities or any campus facility by Permittee during the Event. University has the sole right to collect and have custody of articles left in any building by persons attending any event or events.

6.11 In the event that any portion of the Facilities is not vacated by Permittee by the last date of use under this Agreement, University then shall be, and is hereby authorized to move and store at the expense of Permittee any and all goods, wares, merchandise and property of any and all kinds and description that are left in the Facilities. University shall not be liable for any damages or loss to said goods, wares, merchandise or other property that may be sustained in the course of removal or storage, and University is expressly released from any and all claims for damages of whatever kind or nature.

6.12 Permittee shall compensate the University for any damage to University facilities caused by Event participants and reasonably documented by the University.

## **7.0 PROTECTION OF MINORS**

7.1 Permittee is responsible for activities and operations of its employees, directors, subcontractors, agents and volunteers. Permittee is responsible for participants in its programs and shall have adequate policies and procedures related to prevention and mitigation of physical/sexual abuse/molestation and harassment.

7.2 As applicable, Permittee shall maintain and purchase insurance that covers claims arising from activities sponsored by Permittee, but conducted on premises not owned by Facilities User. Commercial General Liability coverage shall include physical/sexual abuse/molestation and harassment ("abuse") coverage. Limit of liability for abuse coverage shall be at least \$1,000,000 general aggregate. This coverage shall be evidenced on the insurance certificate. Certificates must be sent to University of Idaho Risk Management three (3) weeks prior to commencement of operations.

7.3 Failure to satisfy above may result, at the University's sole discretion, with immediate termination of this contract, without regard to any other termination provision.



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**8.0 DEPOSIT:** A non-refundable deposit, described in 1.0 Contract Information, payable to the University of Idaho, is required by the date shown in 1.0 Contract Information, to secure facilities and any additional services set forth in executed Addendums or Riders for lodging, food services, audio/visual, sound and lighting, and parking. The deposit will be applied to the final Event balance. After the Event, a complete financial statement of exact costs will be provided. Any overage will be returned to the Permittee by check within 30 days of the last date of the Event. Any amount due will be invoiced to Permittee, pursuant to paragraph 8, and will be payable upon receipt.

**9.0 CANCELLATION POLICY:** In the event of cancellation, the non-refundable deposit is forfeited and Permittee will be responsible for all direct expenses incurred by University prior to cancellation.

**10.0 PAYMENT TERMS:** A complete financial statement and invoice will be sent to Permittee within 45 days after the last day of the Event. Payment is due within thirty (30) days after date of invoice. Any amount not paid when due shall accrue a finance charge at a rate of ten percent (10%) per month of the outstanding balance. A six percent (6%) sales tax will apply unless Permittee submits documentation reasonable and satisfactory to the University indicating that it has tax-exempt status and that the Event falls within the tax exempt status. If, in the discretion of University, satisfactory documentation is not presented, the 6% (six percent) sales tax will be included on requested food items and lodging facilities.

**11.0 DELINQUENT ACCOUNTS:** Any account that is not paid in full, including all accrued finance charges, within one year of the date of the initial invoice shall be considered delinquent. All delinquent accounts shall accrue a five percent (5%) delinquency charge. University shall have the right to recover any reasonable legal fees and/or other expenses incurred in collecting any delinquent account.

**12.0 UNIVERSITY NAME AND MARKS:** Permittee shall not, without express written consent from University in each case, use any name, trade name, trademark, or other designation of University (including contraction, abbreviation or simulation) in advertising, publicity, promotion, or any other activities or context.

### **13.0 NONDISCRIMINATION AND AFFIRMATIVE ACTION**

13.1 Permittee shall not discriminate against any employee or applicant for employment in the performance of this Agreement, with respect to tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, sex, color, religion, age, status as Disabled or a veteran, or physical or mental handicaps, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this agreement. Permittee certifies that it does not, and will not maintain segregated facilities or accommodations on the basis of race, color, religion or national origin. Regarding any position for which an employee or an applicant is qualified, Permittee agrees to take affirmative action to employ, train, advance in employment, and retain individuals in accordance with applicable laws and regulations including:

13.1.1 For nondiscrimination based on race, color, religion, sex or national origin this includes, but is not limited to, the U.S. Constitution, and Parts II and IV of Executive Order 11246, September 24, 1965 (30 FR 12319).

Permittee disputes related to compliance with its obligations shall be handled according to the rules, regulations, and relevant orders of the Secretary of Labor (See 41 CFR 60-1.1).

13.1.2 For nondiscrimination based on Disabled or Vietnam Veterans this includes, but is not limited to, the Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended (38 U.S.C. 4012)(the Act); Executive Order 11701, January 24, 1973 (38 CFR 2675, January 29, 1973); and the regulations of the Secretary of Labor (41 CFR Part 60-250).

13.1.3 For nondiscrimination based on the Handicapped this includes, but is not limited to, Section 503 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 793)(the Act); Executive Order 11758, January 15, 1974; and the regulations of the Secretary of Labor (41 FR Part 60- 741).

13.1.4 For nondiscrimination based on Age this includes, but is not limited to, Executive Order 11141, February 12, 1964 (29 CFR 2477).

13.2 Permittee shall include the terms of this clause in every subcontract or purchase order exceeding \$50,000 and shall act as specified by the Department of Labor to enforce the terms and implement remedies.



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**14.0 BREACH, TERMINATION:** It is expressly understood and agreed that, without prejudice to any other rights and remedies available to University, in the event of the breach by Permittee of one or more of the provisions of this Agreement, or any material misrepresentations in obtaining said Agreement, University may terminate this Agreement, re-enter the Premises, or refuse to allow Permittee to take possession, and may terminate all activities of Permittee on the Premises. University and its agents and employees shall in no way be responsible to Permittee in damages or otherwise for taking any or all of the actions authorized by this paragraph. In the event of termination, Permittee shall owe to University all amounts incurred as of the date of termination for direct expenses and shall forfeit its entire deposit.

**15.0 ATTORNEY FEES:** If a suit or action is instituted to enforce compliance with this Agreement, the prevailing party shall be entitled, in addition to the costs and disbursements provided by statute, to such additional sum as the court may adjudge reasonable for attorneys fees and costs incurred in said suit or action.

**16.0 SEVERABILITY:** Should any provision of this Agreement be declared invalid for any reason, such declaration shall not affect the validity of any other provision of this Agreement, which shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated. The Parties shall use their commercially reasonable efforts to agree upon a valid substitute provision in accordance with the purpose of this Agreement and the intent of the Parties.

**17.0 NON-WAIVER:** The failure of University to exercise any right, power or option arising under this Agreement, or to insist upon strict compliance with the terms of this Agreement shall not constitute a waiver of this Agreement with respect to any other or subsequent breach hereof, nor a waiver by University of its rights at any time thereafter to require exact and strict compliance with all the terms herein.

**18.0 VENUE, GOVERNING LAW:** Any legal proceeding instituted between the parties shall be in the courts of the County of Latah, state of Idaho, and each of the parties agrees to submit to the jurisdiction of such courts. It is further agreed that this Agreement shall be governed by the laws of the State of Idaho as an agreement to be performed within the State of Idaho.

**19.0 SURVIVAL OF TERMS:** The terms and provisions of this Agreement, and all documents being executed hereunder, if any, including, without limitation, the representations and warranties shall survive the expiration or termination of this Agreement, unless otherwise stated in this Agreement. This Agreement may only be amended by the signed written agreement of the parties.

**20.0 BINDING EFFECT AND NON-ASSIGNMENT:** This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns. This Agreement may not be assigned by Permittee.

**21.0 TIME OF ESSENCE:** All times provided for in this Agreement, or in any other document executed hereunder, for the performance of any act will be strictly construed, time being of the essence.

**22.0 FORCE MAJEURE:** Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the University shall excuse the performance by the University for a period equal to any such prevention, delay or stoppage.

**23.0 SALES TAX:** Permittee will be responsible to pay to the Idaho State Tax Commission the sales tax on all taxable sales.



IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement:

**DRAFT**

**UNIVERSITY:**

**PERMITTEE:**

Signature:

Signature:

\_\_\_\_\_

\_\_\_\_\_

Name: Julia R. McIlroy

Name (please print):

\_\_\_\_\_

\_\_\_\_\_

Title: Director, Contracts and Purchasing for the  
Regents of the University of Idaho

Title:

\_\_\_\_\_

\_\_\_\_\_

Date:

Date:

\_\_\_\_\_

\_\_\_\_\_

**REQUEST FOR CERTIFICATE OF INSURANCE  
FROM UNIVERSITY OF IDAHO – Facility Use Agreement**

DRAFT

Special Instructions	
Schedulers	Insurance is required only for events which are NOT sponsored by the University of Idaho.
Permittees / Event Sponsors	Give this form to your insurance agent / broker.
Agents / Brokers	RETURN A COPY OF THESE INSTRUCTIONS WITH YOUR CERTIFICATE. Certificates without a copy of these instructions will not be accepted and will cause delays for your client. PLEASE FAX CERTIFICATE, WITH THESE INSTRUCTIONS TO: University of Idaho, FAX (208) 885-7001 or email to: <a href="mailto:risk@uidaho.edu">risk@uidaho.edu</a> Questions? PH (208) 885-7177

The Permittee ("Insured") seeking to use facilities at the University of Idaho ("Certificate Holder") is required to carry the types and limits of insurance shown in this Request, and to immediately provide Certificate Holder with a Certificate of Insurance. Certificate shall be executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below. Insured shall name Certificate Holder as additional insured. All insurers shall have a Best's rating (or equivalent) of AV or better and be licensed and admitted in Idaho. All policies required shall be written as primary policies and not contributing to nor in excess of any coverage Certificate Holder may choose to maintain.

- Additional Insured shall read: State of Idaho, State Board of Education, and the Regents of the University of Idaho.
- **Certificate Holder shall read:**

**State of Idaho and the Regents of the University of Idaho  
Attn: Risk Management [risk@uidaho.edu](mailto:risk@uidaho.edu)  
875 Perimeter Drive MS 2433 Moscow, ID 83844-2433**

- Description area of certificate shall read: Certificate for Facility Use Agreement
- All certificates shall provide for thirty (30) days' written notice to Certificate Holder prior to cancellation or material change of any insurance referred to in the certificate.
- All policies, other than Workers Compensation, shall name Certificate Holder as an additional insured.
- Failure of Certificate Holder to demand a certificate or other evidence of full compliance with these insurance requirements or failure of Certificate Holder to identify a deficiency from evidence that is provided shall not be construed as a waiver of Insured's obligation to maintain such insurance.
- Failure to maintain the required insurance may result in termination of this grant or contract at the Certificate Holder's option.
- By requiring this insurance, Certificate Holder does not represent that coverage and limits will necessarily be adequate to protect Insured, and such coverage and limits shall not be deemed as a limitation on Insured's liability under the terms of the Sponsor Alcohol Permit Agreement.

*Required Insurance Coverage.* Insured shall obtain insurance of the types and in the amounts described below.

- Commercial General and Umbrella Liability Insurance. Insured shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence and in the aggregate.
- CGL insurance shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from Premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, event participants, and liability assumed under an insured contract including the tort liability of another assumed in a business contract. Coverage shall include Damage to Premises of Others at a limit of not less than \$1,000,000.
- If applicable, Insured shall maintain Automobile Liability in the amount of \$1,000,000 Combined Single Limit. Coverage shall include Non-Owned and Hired Car coverage.
- If alcohol is served at the event by any party, Liquor Legal Liability is required, at a limit of \$1,000,000. It is acceptable to have this provided by the liquor service provider, as long as State of Idaho, the State Board of Education, and the Regents of the University of Idaho are named as an additional insureds on the Liquor Legal Liability policy.
- Personal property. Insured shall purchase insurance to cover Insured's personal property. In no event shall Certificate Holder be liable for any damage to or loss of personal property sustained by Insured, whether or not insured, even if such loss is caused by the negligence of Certificate Holder, its employees, officers or agents.
- Workers' Compensation. Where required by law, Insured shall maintain all statutorily required Workers Compensation coverages. Coverage shall include Employer's Liability, at minimum limits of \$100,000 / \$500,000 / \$100,000.





## Bonner County Planning Department

"Protecting property rights and enhancing property value"

1500 Highway 2, Suite 208, Sandpoint, Idaho 83864

Phone (208) 265-1458 - Fax (208) 265-1463

Email: [planning@bonnercountyid.gov](mailto:planning@bonnercountyid.gov) - Web site: [www.bonnercountyid.gov](http://www.bonnercountyid.gov)

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September 05, 2023

### Memorandum

To: Bonner County Board of County Commissioners  
From: Swati Rastogi, Bonner County Senior Planner  
Subject: ST0008-21 CAMP BAY ROAD – PHASE 1 PARTIAL RELEASE OF SURETY

Project ST0008-21 was submitted to Bonner County for review in year 2021. The project approved the construction of private roads with the requirement to make stormwater management improvements in accordance with the Bonner County Revised Code. For the construction of the required improvements, the applicant entered into a surety agreement with the Bonner County Board of County Commissioners on August 23, 2021 and submitted a subdivision bond (Bond No. SNN4010264) equal to 100% of the engineer's cost estimate to Bonner County for the required storm water management improvements per BCRC 12-727.2.B.

The total amount of the surety \$777,000 accounted for the improvements to be made to be made in two phases of the project - Phase 1 (\$573,000) and Phase 2 (\$204,000). At this time, Phase 1 improvements have been completed, per Bonner County Engineering Department's approval memo dated August 14, 2023. Per Condition #7 of the surety agreement, the applicant is requesting 90% of the amount of Phase 1 surety to be returned, amounting to \$515,700.

In total, the applicant is requesting a partial release of the surety of \$515,700 (90% of the total surety amount for Phase 1).

Please see the following documents attached with this memo:

- ST0008-21 Exhibit 1: Surety Agreement with Engineer's Estimate (Phase 1 and Phase 2)
- ST0008-21 Exhibit 2: Copy of Subdivision Bond No. SNN4010264
- ST0008-21 Exhibit 3: Bonner County's Approval of Phase 1 improvements.

Legal Review:

A handwritten signature in black ink, appearing to read "B. Wilson".

Distribution: Jacob Gabell  
Swati Rastogi  
Jenna Crone  
Alexander Feyen  
Clorissa Koster, Treasurer

Recommendation: Staff recommends that the Board approve the partial release of the surety of 515,700 from the total amount of the \$777,000 for completion of Phase1, as requested by the applicant in accordance with terms of the surety agreement for project ST0008-21.

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**Recommended Motion to Approve:**  
I move to approve the partial release of the surety for Phase 1, amounting to \$515,700 for the completion of Phase 1 improvements for project ST0008-21 in accordance with the terms of the surety agreement for the project.

Recommendation Acceptance: Yes No \_\_\_\_\_

Commissioner Steve Bradshaw, Chairman

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



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**PHASE 1 Partial Surety Release – Exhibit 1 – Surety Agreement**  
**SURETY AGREEMENT**

THIS SURETY AGREEMENT (this "Agreement") is made and entered into this 23<sup>rd</sup> day of AUGUST 2021 (the "Effective Date"), by and between **M3 ID Camp Bay, LLC**, an Arizona limited liability company, hereinafter referred to as the "Applicant", and Bonner County, a municipal corporation by and through the Bonner County Commissioners, hereinafter referred to as the "County".

**WITNESSETH:**

**WHEREAS**, the Applicant is required to post security for the construction or installation of the Required Improvements (defined below) by applicable ordinances of Bonner County (the "BCRC"), conditions of preliminary plat approval and the laws of the State of Idaho, for the following improvements:

**Improvements required by BCRC 7.2 et., seq. Grading Stormwater Management and Erosion Control and Surety required BCRC 12-727.2 Guarantee of Installation, including all of those improvements as detailed on Exhibit A, attached hereto and made a part hereof (the "Required Improvements").**

**WHEREAS**, the proposed surety shall be in the amount of \$777,000.00 (100% of the project engineer's estimated costs for the Required Improvements) (the "Engineer's Estimate"), attached as Exhibit B, attached hereto and made a part hereof.

**WHEREAS**, the Required Improvements are to be constructed by the Applicant on that certain real property described, as follows:

**That certain real property depicted on stormwater management permit preliminary plan ST0008-21 M3 ID Camp Bay on file in the Bonner County Planning Department, a copy of which is attached as Exhibit C, attached hereto and made a part hereof.**

**WHEREAS**, the Applicant covenants and agrees to post security for construction of the Required Improvements and the County agrees to accept said security, each in accordance with the terms and conditions of this Agreement.

**WHEREAS**, the Applicant, simultaneously with the execution of this Agreement, deposits with the County a **corporate surety bond** written by an insurance company licensed in Idaho having a rating from A. M. Best & Company of "A" or greater equivalent to one hundred percent (100%) of the Engineer's Estimate for the purpose of guaranteeing completion of the Required Improvements and repair of any defects in the Required Improvements that occur within one (1) year of the first acceptance of the completed work by the Board from **AmTrust Surety** in the total amount of **\$777,000.00** (the "Surety"), as security for complete performance and construction of the Required Improvements upon the following terms and conditions.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements of the parties, it is hereby agreed, as follows:

Surety Agreement - Planning Department File ST0008-21  
7/01/21  
Page 1 of 6

DRAFT

1. That the Applicant shall complete construction of the Required Improvements in accordance with the County requirements on or before two (2) years from the Effective Date or said amount shall be due and payable to the County and said Surety may be drawn by the County for the cost of construction of the Required Improvements, up to the full amount of the Surety.

2. That said Surety shall be made in the name of the "Bonner County Commissioners," authorizing the Chair to sign for the release or modification thereof, and said Surety shall be held by the Bonner County Treasurer.

3. That in the event the Applicant fails or refuses to complete the Required Improvements on or before the date set forth in Section 1, the County shall have the right to cash or make demand for, and receive payment of, said Surety, and apply the proceeds thereof to complete the construction of the Remaining Improvements and to do so without any recourse by the Applicant. Further, the County, its agents, contractors or designees shall have the right to enter the subject property as necessary to carry out the completion of the Required Improvements covered by this Agreement.

4. In case of default by the Applicant, if the total cost of constructing the Remaining Improvements is less than the amount of the Surety, the difference between the actual cost of constructing the Remaining Improvements and the amount of the Surety shall be paid to the Applicant. However, if the cost of installing the Remaining Improvements is greater than the amount of the Surety, the Applicant agrees to reimburse and hold harmless the County for any and all additional costs incurred by the County installing and constructing the Remaining Improvements, upon written demand therefor and submission of invoices, with such payment to be made within thirty (30) days of such receipt.

5. That in the event the Applicant completes construction of the Remaining Improvements on or before the Effective Date, the County Treasurer shall release ninety percent (90%) of the Surety to the Applicant upon receiving notice by the Bonner County Planning Department of acceptance of the Remaining Improvements and that the same have been approved by Bonner County.

6. If construction is not completed within one (1) year of the date of this agreement, the Applicant shall provide a status report to the County advising of construction progress and confirming the Surety remains in full force under the terms of this Agreement and the surety standards of Bonner County Revised Code 12-644(C).

7. Upon acceptance of the completed Required Improvements by the County, the Surety shall be reduced by the County to ten percent (10%) of original Surety amount for the one (1) year warranty period. Upon the annual anniversary date of the completed Required Improvements the County Treasurer shall release the balance of the surety.

8. At any time prior to the expiration date of the Surety, the Applicant may make a written request to the County for a single extension of the Surety for a period up to two (2) years. As a condition of granting an extension, the County may obtain a revised Engineer's Estimate at the Applicant's expense to determine if the original amount of the Surety as identified herein is sufficient to cover the cost of construction of the remaining Required Improvements, construction. The Board may consider









Power of Attorney

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KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

JOHN J. BROWNING, SUSAN J. LATTARULO, KELLI E HOUSWORTH,  
SHEILA J. MONTOYA, JUSTIN TOMLIN

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

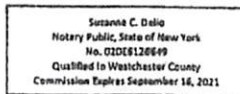
IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 27<sup>th</sup> day of February, 2019.

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss

On this 27<sup>th</sup> day of February, 2019, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 10<sup>th</sup> day of August, 2021.

Assistant Secretary

BDJ 1(02-19)00

**PHASE 1 Partial Surety Release – Exhibit 3 – Bonner County’s Approval of Phase 1 Improvements**



**Bonner County Engineering Department**

1500 Highway 2, Suite 101  
Sandpoint, ID 83864  
(208) 255-5681

**DRAFT**

**MEMORANDUM**

**DATE:** August 14, 2023  
**TO:** Swati Rastogi, Bonner County Planning Department  
**FROM:** Spencer Ferguson, P.E., Bonner County Engineer  
**SUBJ:** ST0008-21 (Camp Bay)  
Stormwater Surety Agreement Submittal for Camp Bay Phase 1 dated August 23, 2021

I have reviewed the surety agreement submittal for the stormwater system construction for the Phase 1 Camp Bay Development (ST0008-21) and the Stormwater, Grading and Private Road record drawings and associated construction documents completed by JUB Engineers dated June 2, 2023. The surety agreement and construction estimate provided by JUB Engineers, dated July 9, 2021, were approved by the County on August 3, 2021.

Based on the construction estimate, I understand that the scope of the surety is limited to the construction of the stormwater system and temporary and permanent erosion control measures in the amount of \$777,000.00

After review of the record drawings and subsequent inspection of Phase 1 construction on June 22, 2023, I found the stormwater system construction for Phase 1 to be complete. My inspection and review revealed (2) items remain to be addressed for approval of the private road construction; however, the stormwater system construction is approved.

I am satisfied that the stormwater system construction outlined surety agreement and construction estimate associated with Phase 1 construction have been **completed**.

Thank you.





# Bonner County Planning Department

*"Protecting property rights and enhancing property value"*

1500 Highway 2, Suite 208, Sandpoint, Idaho 83864

Phone (208) 265-1458 - Fax (208) 265-1463

Email: [planning@bonnercountyid.gov](mailto:planning@bonnercountyid.gov) - Web site: [www.bonnercountyid.gov](http://www.bonnercountyid.gov)

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September 12, 2022

## Memorandum

To: Board of County Commissioners

From: Jake Gabell, Bonner County Planning Director

Re: Short Term Rental Software Purchase

The Planning Department along with the Planning Commission has reviewed several short term rental software solutions to obtain greater compliance with the Vacation Rental Permit ordinance, see BCRC 12-484. The BOCC held a workshop with the Planning Department on August 30, 2023 and discussed short term rental software solutions. The Planning Department requests the BOCC approve Master Professional Services Agreement the Deckard Technologies for their software solution Rentalscape.

The Master Professional Services Agreement and proposal has been reviewed by legal. This is proposed to be paid out of the Technology Department's software budget. No payment is due with this action, the County will be invoiced if the agreement is signed. The total cost in year one is not to exceed \$32,500 and the total cost of year two is not to exceed \$29,000.

Legal Review: Approved, see email

Distribution:  
Jake Gabell  
Jacob Storms

(Recommendation)

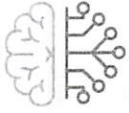
Staff recommends the Board approve the Master Professional Services Agreement with Deckard Technologies.

Suggested motion:

Mr. Chairman, based on the information before us I move that the County approve the Master Professional Services Agreement with Deckard Technologies.

Recommendation Acceptance:  Yes  No

\_\_\_\_\_ Date: \_\_\_\_\_  
Commissioner Steve Bradshaw, Chairman



Dustin Reich  
VP Sales  
(949) 701-0501  
dustin@deckard.com

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SEPTEMBER 7, 2023

# PRICE PROPOSAL

for

**Bonner County, ID**

SHORT-TERM RENTAL ("STR") INVENTORY, COMPLIANCE & ANALYTIC SERVICES

presented by



engineered by





**DRAFT**

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# CONTENTS

Executive Summary .....	3
References .....	5
Proposed Products .....	6
Implementation & Training .....	9
Pricing Proposal .....	10
Optional products.....	12

# EXECUTIVE SUMMARY

## Rentalscape Short Term Rental ID & Monitoring Platform

Deckard Technologies utilizes data science expertise to assist local governments with managing their compliance activity and enforcement, such as short-term rental (STR) properties. Our technology ensures that everyone is held accountable to play by the same set of rules, follow all guidelines and ordinances, and pay their fair share of fees and taxes. To accurately track activity within Bonner County, the Rentalscape platform identifies the exact address of the STR listings within the County limits, enabling accurate display of STR activity within the County and within community districts. Rentalscape groups listings and calculates statistics on a per-property basis. By mapping the exact location of properties, Rentalscape avoids double-counting activity. Knowing the exact location of STR properties enables compliance, enforcement, tax collection and complaint management activities.

## About Rentalscape



Deckard’s Dashboard management platform for STR will discover, identify, and efficiently present all STR activity in Bonner County, using unique technical capabilities such as its proprietary future booking detection software, automatic non-compliance recognition, industry-best address identification

Rentalscape is the only platform that shows upcoming rentals and bookings as they occur within 24 hours of the reservation being made.

This allows Rentalscape users to reach out of owners and hosts who are unlawfully renting and address any issues relating to these future rentals long before guests arrive, thereby eliminating disturbances,

FIGURE 1: Rentalscape Property card



neighbor complaints and other common issues that often arise from illegal rentals.

Rentalscape maintains a database of every booking and stay made on all major platforms. Our system contains information dating back to late 2019 for every STR in Bonner County. All data can be viewed interactively on the Rentalscape portal with unlimited user access and downloaded on demand in Microsoft Excel format.

Rentalscape dashboard map view shows the exact location of all STR activity, includes districts as defined by the County and displays individual property information and aggregate statistics on a per district basis.

Rentalscape presents detailed STR activities including the precise address, owner information, booking history and availability and more. For each individual booking, the platform provides the actual date the reservation was made as well as the start and end date of each booking, ensuring that the County is able to distinguish back-to-back bookings. These insights are not possible to achieve by simply viewing the listings itself.

Guest review data is collected by Rentalscape and could be used by the County for information including the guest origin.



FIGURE 2: Rentalscape Map

### In Summary

In every jurisdiction in which we are providing service we have increased compliance and improved tax collection. Our process starts with producing the cleanest data possible – ensuring reporting is accurate and compliance levels are carefully monitored. We have in-house property appraisers and STR property managers. We also regularly consult with County staff to ensure we are always up to date with the latest STR best practices. Our systems come with unlimited user access and unlimited end-user training. Our customers give testimonials regarding the ease of use of our systems and vastly superior level of customer service when compared to other providers in the market.

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# REFERENCES

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We believe that continuous innovation is required to face the challenges of today and of tomorrow. We are proud of our achievements and solutions that enable cities and counties to manage short-term rental activities and to ensure local rules and ordinances are enforced for the betterment of local residents.

The following References are examples of successful partnerships between Deckard Technologies and its clients.

## REFERENCES

- Placer County, CA  
**Doug Jastro**, REVENUE SERVICES MANAGER  
dwjastro@placer.ca.gov  
916-543-3945  
Rentalscape
- Mt. Pleasant, SC  
**Jane Yager-Baumrind**, PLANNING & DEVELOPMENT  
jyager-baumrind@tompsc.com  
843-884-1229  
Rentalscape, STR Registration Portal
- Santa Cruz County, CA  
**Edith Driscoll**, AUDITOR CONTROLLER AND TAX COLLECTOR  
edith.driscoll@santacruzcounty.us  
831-454-2500  
Rentalscape



# PROPOSED PRODUCTS

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## THE RENTALScape PORTAL

The Rentalscape portal is a cloud-based system for County staff to track STR properties, monitor STR activity, manage STR permits and record information about properties. The data in the system is constantly being updated as new properties are discovered and address identified, as new permit applications are made and as permits are expired or revoked.

The Rentalscape portal displays information on all STR listings found within the County going back at least 12 months. We use US Census data to identify County limits and any parcels or listings within the limits are monitored. Rentalscape also tracks properties outside the County until they are accurately identified. On occasion, the STR listing estimated location for a property falls outside the County, but the actual location of the property once address identified is inside the County. Rentalscape displays:

1. Any permitted STR property
2. Any property with a currently live STR listing
3. Any property with historic STR listings
4. Any property with a future or past STR booking (even if the property currently does not have a live listing)

Rentalscape includes the ability to filter the properties displayed (e.g., only permitted properties, or only properties in a specific HOA), and to download all results. All data displayed is available for direct download from Rentalscape.

Information shown in Rentalscape for each property includes:

### Property Characteristics

1. Property address
2. Owner name and mailing address
3. Ownership type (primary residence, secondary/investment property)
4. Property type
5. Number of bedrooms and bathroom at the property, per public records data
6. A map showing the property's location
7. Maximum occupancy per Bonner County ordinance

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## Listing Characteristics

8. Listing URL for each listing associated with each specific property
9. Listing ad ID for each listing associated with each specific property
10. Rental calendar showing current month's activity as well as past twelve months and upcoming three months booking activity (calendars update daily)
11. Rentalscape clearly and easily differentiates between regular bookings and host-blocked dates that are not revenue-generating
12. Host name (when available)
13. Stay limitations (minimum/maximum)
14. Permit/license number if included in the listing
15. Daily Rental rate at time of booking
16. Rental frequency
17. Individual links to all active listing for the property
18. PDF copy of each listing, as well as a history of all previous versions of the listing, to identify any possible changes, as well as keep a record in case the listing is taken down by the host. Each image has a date-stamp showing when it was created and is kept indefinitely.
19. Rental type (Whole home, shared home)
20. Bedrooms and bathrooms advertised
21. Maximum occupancy, per listing

## Estimated Sales Tax Based on Rental Activity

22. Occupancy rate
23. Estimated rental income
24. Estimated tax

Rentalscape is configured to match the County's ordinance and is capable of flagging violations following the County's exact rules, including but not limited to permit registration and occupancy advertised versus permitted occupancy. Rentalscape looks for bookings less than 30 days when flagging STRs. When bookings longer than 30 days are created, these are correctly categorized as long-term rentals and do not cause a property to be treated as an STR.

Rentalscape actively monitors permit status and STR listings daily, flagging violations as they occur. We have encountered situations where other providers have flagged properties as "no longer listed" or "only performing long-term rentals", that later re-list or take a short-term booking, and are subsequently missed by these



other vendors as violating the County ordinance. Rentalscape continuously monitors every listing every day including bookings up to a year in advance. As soon as an unpermitted booking is taken, Rentalscape sets a violation.

Rentalscape includes a **Dashboard** that provides an overview of all STR activity in the County. This Dashboard includes aggregated revenue, bookings, and property data, and highlights top-earning hosts and owners as seen below. Please note that some charts will not be activated until we go live in Bonner County.



FIGURE 3: Rentalscape Bonner County Dashboard Example

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# IMPLEMENTATION & TRAINING

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Implementation is on your timeline!! Upon Contract signing, Deckard will assign Bonner County a Dedicated Account Manager, who will work with the County to develop “best practices” based on Deckard’s experiences with other clients. The account manager will ensure that the implementation process proceeds smoothly and will be the main point of contact for any questions, suggestions, training, or concerns. The account manager will also participate in periodic calls with County staff as requested.

And since Rentalscape is Cloud Based, no hardware or software is installed!

Most jurisdictions have been up and running with Rentalscape within a couple weeks with Address Identification complete within 4 weeks of receipt of the permit and listing data.

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# PRICING PROPOSAL

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Currently, Rentalscape is showing close to **1230 live STR listings in Bonner County**. Based on the number of live STR listings, we estimate there are **650+ short-term rental properties in the County**, advertised on one or more platforms.

While other providers charge a recurring identification fee annually, Deckard Technologies only charges an identification fee once when the property is initially identified. In addition, we only charge fees on a per property, not per listing, basis. Since a single property can have multiple listings, we feel it is unfair to charge fees based on listing count. Finally, we do not charge one fee for compliance monitoring and another for rental activity monitoring as, in our view, these are the same service.





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IDENTIFICATION MONITORING & REPORTING	PRICE YEAR ONE	PRICE YEAR TWO
<ul style="list-style-type: none"> <li>Estimated 650 properties monitored per year</li> <li>Identify property address &amp; address</li> <li>Identify property owner address</li> <li>Real-time reporting of all new listings &amp; daily calendar monitoring</li> <li>FutureCast™ - Identify future bookings as they are made on the rental platform</li> <li>Automatic identification of violations</li> <li>Daily calendar monitoring</li> </ul>		\$18,000 Annually
OUTREACH CAMPAIGN		
<ul style="list-style-type: none"> <li>Letter campaign to inform STR owners/hosts about tax requirements and procedures</li> <li>All letter templates will receive County approval pre-campaign</li> <li>Campaign includes one Introductory letter and two additional escalation letters</li> </ul>	\$3,500	N/A
STR REGISTRATION PORTAL		
<ul style="list-style-type: none"> <li>Online, intuitive portal for registration and renewal</li> <li>Fields customizable to meet County needs</li> <li>Pursue delinquent payments from hosts</li> <li>Provide daily reports on new and modified permits</li> </ul>	\$5,500	\$5,500
COMPLAINT 24/7 HOTLINE & ONLINE FORM		
<ul style="list-style-type: none"> <li>24/7 Hotline with live agents</li> <li>Online complaint form</li> </ul>	\$5,500	\$5,500
REPORTING & ANALYSIS		
<ul style="list-style-type: none"> <li>Dynamic reporting, offering multiple ad hoc reports</li> <li>Filters allowing users to focus on specific segments of the STR population</li> </ul>	INCLUDED	INCLUDED
DEDICATED ACCOUNT MANAGER		
<ul style="list-style-type: none"> <li>Single Point of Contact for County staff for all matters</li> <li>Ensures the County is following Industry best practices</li> <li>Shepherds the implementation process from start to finish</li> <li>Periodic meetings/calls throughout the life of the account</li> </ul>	INCLUDED	INCLUDED
UNLIMITED ACCOUNTS & TRAINING SESSIONS		
<ul style="list-style-type: none"> <li>No limit on the number of Rentalscape user accounts</li> <li>No per-session training costs</li> </ul>	INCLUDED	INCLUDED
TOTAL YEAR	<b>\$ 32,500</b>	<b>\$ 29,000</b>

**NOTE** – Pricing valid for 90 days

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# OPTIONAL PRODUCTS

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STR Registration and Renewal Portal is a configurable system that is customized for each client.

Customization of this portal to include Bonner County branding.

- Adding custom fields such as occupancy rules specific to the County (e.g., occupancy limits, bedroom counts)
- Collection of documents as required for the STR registration process
- STR registration approval portal
- Configurable STR permit pricing and expiration
- Collection of any STR permit fees
- Regular reporting

Rentalscape STR Registration collects permit fees via the Stripe secure payment processing system and allows payment via credit card or ACH bank transfer.

Should the County wish to individually approve each STR permit (some of our clients automatically issue STR permits once payment is received, while others individually approve permits), the **Rentalscape Permit Management** portal allows County staff to view and then approve or reject permit applications. In addition, the portal can be used to suspend or revoke permits when operators are not in good standing.

The **Rentalscape Registration** portal allows STR operators to update contact details pertaining to their permit for themselves, their property managers, and their local contacts. Rentalscape emails both the applicant and the County for each new application received and every permit approved. Rentalscape also generates a report daily containing the status and details of all permits.





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## Tax Payment Option

The **Tax Payment Portal** can be utilized to collect taxes from STR operators on a monthly, quarterly, or yearly basis. The Rentalscape Tax Payment system collects information regarding the number of nights available for booking, and the number of nights booked.

The Rentalscape Tax Payment system is customized for each jurisdiction and includes automatic calculation of tax due based on the County’s tax rate, automatic calculation of late fees and penalties, and the ability to apply leniency on a per-property basis for late fees should it be required.

The Rentalscape Tax Payment system utilizes Stripe payment processing that allows for payment by credit card or by ACH payments. Payments are directly remitted to the County. Our existing customers have seen an increase in tax payments following the adoption of this system due to the ease of use of the portal. The Rentalscape Tax Payment system generates nightly reports that are delivered to the County allowing for easy reconciliation of transactions. This system reduces the manual work required when processing paper forms.

Figure 5 below shows the Placer County Tax Payment system showing Placer County specific fields. The Rentalscape staff will work with Bonner County to configure the Tax Payment system as needed.

**Placer County Online TOT Payment**

For the following quarters, please report the taxable receipts, i.e. payments received for stays for fewer than 30 consecutive nights

Taxable receipts INCLUDES but is not limited to nightly rents, weekly rents, standard cleaning fees, pet fees, internet charges, late check-out fees, extra person fees, and resort fees. Taxable receipts EXCLUDES refundable deposits and any additional items included in a special package rate, such as ski passes, or other recreational activity or additional service subject to CA sales tax. Taxable receipts include payments received for units that are occupied more than 30 consecutive days.

**April 2021 to June 2021**

Taxable Receipts	Number of Days Available	Number of Days Occupied

Please confirm the following information, and sign below.

	TOT	Assessment	Late Penalties	Accrued Interests	Total
Apr-Jun 2021	\$2468.00	\$0.00	\$493.60	\$74.04	\$3035.64

Legal Name of Authorized Signatory: Thomas [redacted] Date (MM/DD/YYYY): [redacted]

I certify under penalty of perjury that this information is accurate and I am an authorized property owner. I acknowledge that my signature is legally binding.

**Total Amount Due: \$3,126.61**

Payment Method:  Credit Card /  Bank Account

Card Information: 1234 1234 1234 1234 MM/YY: CVC

TOT Certificate: 81658

Email Address for Payment Confirmation: cmb1908@gmail.com

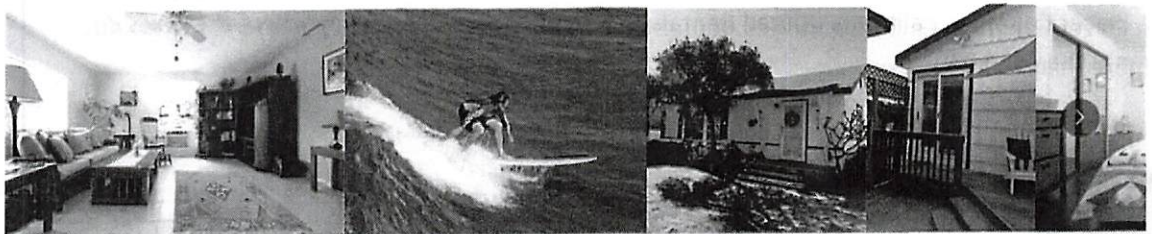
**Pay**

**FIGURE 5: Rentalscape Lodging Tax Payment System**

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## Permit Management Option

The Rentalscape County portal allows County staff to view STR permits and applications, to change the permit status (approve, deny or revoke) and to create notes. The STR permits are automatically associated with any identified STR listings that match the permit address. Rentalscape associates permits with listings using APNs and unit numbers to ensure accuracy.



1074 Holly Ave

### STR License

Application number: A73117  
 Application date: 2020-03-24

▼ Collapse details

Submitted ▼

- Returned
- Reviewed
- Denied
- Current

Issue date: 2021-05-18  
 Expiration date: 2021-07-18

Parcel number: 6262469920  
 Property address: 32373 MONTE VISTA LN, DUTCH FLAT, CA, 95714

Rental type: Secondary Dwelling

Secondary dwelling: No

Maximum overnight occupancy: 11

Number of bedrooms:

Submitted

Applicant name: Julie Vincent

### Possible Violations

We found no violations for this property

### Add Note

Talked to owner. Tennant Notice is in place and back-taxes have been remitted.

Add

FIGURE 6: Rentalscape Permit Details Screen showing notes, permit status and details of all permits

## Letter Campaign for STR Hosts Option

Rentalscape will create and send letters to all Identified STR hosts, explaining the tax requirements, current rate, and payment process. The letter templates will be approved by Bonner County staff prior to beginning the mailings.

Rentalscape's targeted letter campaign, timed to generate best results, have shown great efficacy in cutting the number of unregistered hosts by over 50% within the first six months of a new client engagement. Earlier this year, Placer County in California utilized Rentalscape to identify one property where the taxes due totaled more than \$50,000.



### COUNTY OF PLACER

#### BOARD of SUPERVISORS

BONNIE GORE District 1  
JIM HOLMES District 3  
ROBERT M. WEYGANDT District 2  
SUZANNE JONES District 4  
CINDY GUSTAFSON District 5

### OFFICE OF COUNTY EXECUTIVE

Todd Leopold, County Executive Officer

175 FULWEILER AVENUE / AUBURN, CALIFORNIA 95603  
TELEPHONE: 530/889-4030  
FAX: 530/889-4023  
www.placer.ca.gov

Thursday, July 29, 2021  
Miners Camp LLC  
29780 School St  
Foresthill, CA, 95631  
Cc:  
24381 Foresthill Road  
Foresthill, CA, 95631

**Subject: 24381 Foresthill Road, Foresthill, CA, 95631 APN 007101009000**

Dear Miners Camp LLC,

Placer County was unable to verify that your property, listed with an online website, was properly registered with a Transient Occupancy Tax Certificate. In the unincorporated areas of Placer County, all lodging businesses and private home vacation rentals must collect and remit Transient Occupancy Tax (TOT) from guests staying 30 days or less. These requirements apply whether properties are rented directly by owners, through a local property manager, or through an online listing site.

As the owner of the property listed above, Placer County would like to work with you in completing the process to fully comply with the County's Transient Occupancy Tax Ordinance. The first steps are to register and obtain a TOT Certificate for your rental property, report and remit the appropriate transient occupancy tax for the period of **January 1, 2018 to June 30, 2021** and ensure compliance for all future rental activity.

**For the next 15 days Placer County will waive any penalties and interest** normally assessed for the period you operated your short-term rental property in a non-compliant state. If you do not complete the registration process and provide payment, Placer County will calculate estimated taxes due, including penalties and interest, for up to three years.

You may register your property and remit payment online at <https://placer-ca-str.deckard.com/>. If you have any questions, please email us at [TOT@Placer.ca.gov](mailto:TOT@Placer.ca.gov) or call a Revenue Services Division's compliance specialist at (916) 543-3950. For additional information about Placer County's Transient Occupancy Tax Ordinance, please visit our website at [www.placer.ca.gov/tot](http://www.placer.ca.gov/tot).

Sincerely,

Doug Jastrow  
Revenue Services Manager

FIGURE 7: Rentalscape Placer County Complaint Letter



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## STR Public Facing Portal - Optional

The Rentalscape STR public facing portal is an interactive public online map for publication of all registered short-term rentals within the County. The exact information on the map can be configured to meet the County's needs and includes information such as the property owner and emergency contact information. The portal is branded with the County's information and can include links to systems such as the short-term rental registration system.

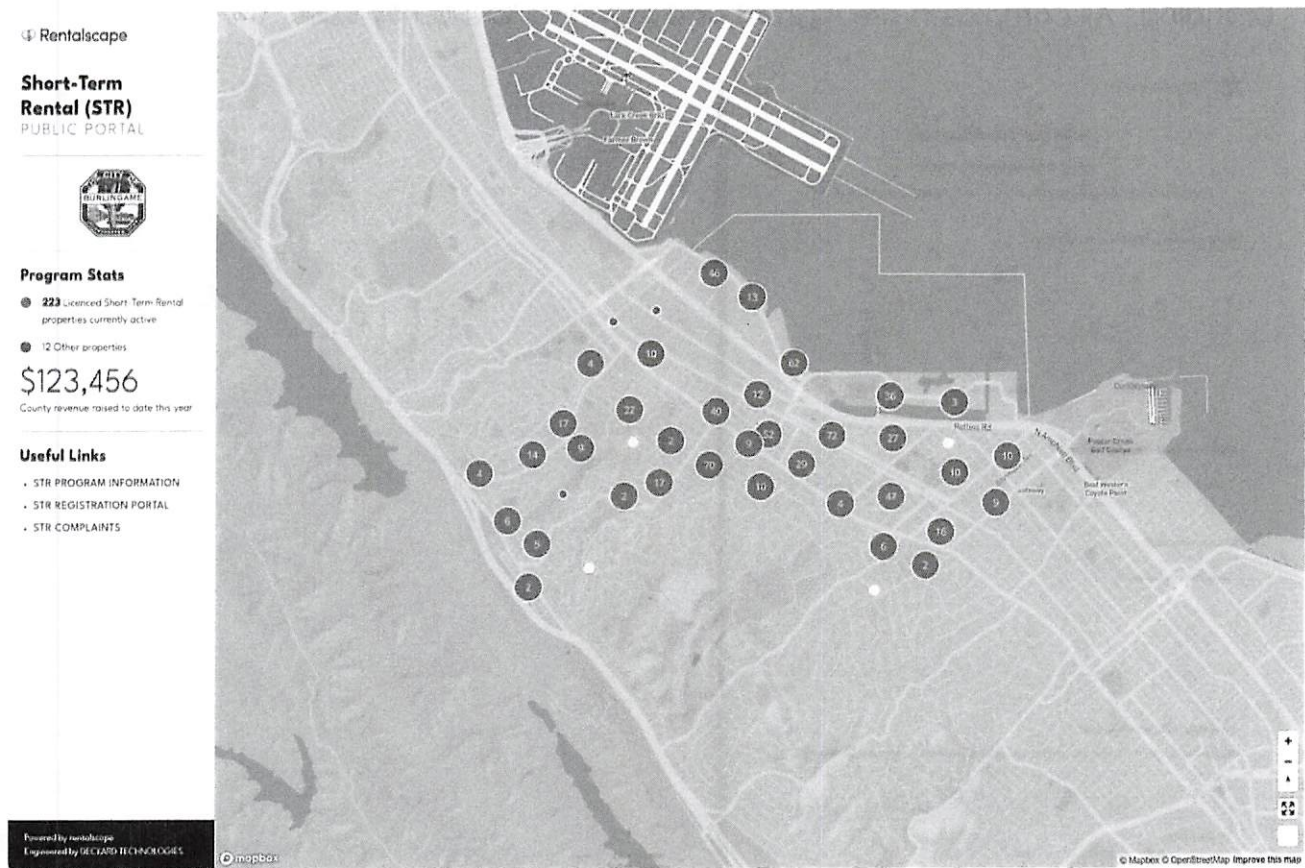


FIGURE 8: Rentalscape STR Public Facing Portal

## 24/7 Complaint Line & Online Form

The Rentalscape 24/7 Call Center is available for fielding complaints raised by the public related to short-term rentals. The Complaint Line is a 24/7 Live Call Taker environment. The Call Taker collects the appropriate information (ie address, property owner, type of incident, date of incident, etc) and contacts the designated County contact.

Rentalscape also includes an online complaint form that is customized with County branding. All complaints are logged and reported to County staff.

City of Burlingame, CA

### Short-Term Rental Complaint

If this is an emergency, please contact 911.

Otherwise, please fill out the form below to file a complaint about a short-term rental property.

What is the primary concern you are reporting? \*

- Noise
- Trash
- Parking
- Illegal Rental
- Number of Guests
- Other

Where is the property you are reporting?

Address \*  Apt or Unit #

Complaint Description

Description of violations \*

Your Contact Information (Optional)

Providing your contact information will aid the officer conducting the investigation for this complaint.

First name  Last name

Phone number  Email

Attachments (Optional)

Maximum number of files: 5 maximum file size: 150MB

UPLOAD PHOTOS, VIDEOS OR AUDIO

Optional Information

Property owner's name

Short-term rental listing URL

SUBMIT

The correct department will be notified of your concern and enforcement action will be taken as appropriate. Most property owners take corrective action upon receiving an initial notice of complaint.

FIGURE 9: Rentalscape Online Complaint Form



## MASTER PROFESSIONAL SERVICES AGREEMENT

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This Master Professional Services Agreement (the "Agreement") is made and entered into as of \_\_\_\_\_ (the "Effective Date") by and between Deckard Technologies, Inc., a Delaware corporation ("Deckard"), having its principal offices located at 1620 5<sup>th</sup> Avenue, Suite 400, San Diego, CA 92101 and Bonner County, Idaho ("Client"), having its principal office at 1500 Hwy 2 Suite 308 Sandpoint, ID 83846.

### RECITALS

**WHEREAS**, Deckard provides advanced data analytics and technology solutions for real estate through its proprietary Rentalscape platform (the "Platform");

**WHEREAS**, Client desires to engage Deckard to perform the services described in SOWs attached to this Agreement in accordance with the terms and conditions hereof;

**NOW THEREFORE**, the parties hereby agree as follows:

#### 1. Statements of Work.

1.1. Client hereby retains Deckard and Deckard hereby agrees to use the Platform to perform certain data analytics services (the "Services"), which shall be specified in writing in statement(s) of work executed by the parties hereto (each an "SOW"). The SOW for the initial Services to be performed by Deckard is attached hereto as **Exhibit A**. Each subsequent SOW shall be signed by both parties and shall set forth, upon terms mutually agreeable to the parties, the specific Services to be performed by Deckard, the timeline and schedule for the performance of such Services and the compensation to be paid by Client to Deckard for the provision of such Services, as well as any other relevant terms and conditions. If an SOW includes the development of specific work product, the specifications of such work product shall be set forth on the relevant SOW. The parties shall attach a copy of each Statement of Work to this Agreement and each such SOW shall be incorporated herein by reference. Any changes to an SOW shall be in writing, executed by each party (each a "Change Order"), attached to the original SOW and incorporated therein and attached hereto as part of **Exhibit A**. All such executed SOWs and Change Orders are subject to the terms and conditions of this Agreement, are incorporated herein, and made a part hereof. In the event of any conflict between the terms of this Agreement and any SOW or Change Order the terms of this Agreement shall control.

1.2. Deckard agrees to apply Deckard's best efforts to the performance of Services under this Agreement competently and professionally, and will deliver the work product as set forth in the applicable SOW. Deckard shall devote such time and attention to the performance of Deckard's duties under this Agreement, as shall reasonably be required by Client, or as customary in the software industry.

**2. Performance of Services.** In carrying out the Services, Deckard shall fully comply with any and all applicable codes, laws and regulations and, if applicable, the rules of the site at which the Services are performed. Deckard shall provide a project manager who shall oversee the day-to-day performance of the Services and ensure the orderly performance of the Services consistent with each SOW and this Agreement. Deckard's project manager shall reasonably cooperate with Client's project manager and keep him or her informed of the work progress.



**3. Fees.**

3.1. Client shall pay all fees in the amount and in the time periods set forth in the applicable SOW. In no event shall the fees payable to Deckard hereunder exceed any maximum amount set out in the SOW. Client shall reimburse Deckard for actual and reasonable expenses incurred in performing the Services that are set forth in an SOW or otherwise approved in advance by Client, including meals, incidental expenses and reasonable travel costs incurred for travel in such amounts as authorized by the Federal or specified State or local travel regulations. Original receipts must be presented with any invoice for such costs and/or expenses and Deckard shall attest that the costs and/or expenses are actual and allocated to the Services.

3.2. Deckard agrees to use commercially reasonable efforts to ensure that invoices comply with the form, timeliness and any supporting certification requirements that are provided to Deckard by Client in writing from time to time during the Term. Unless otherwise specified in an SOW, Client shall pay all invoices within 30 days of Client's receipt of such invoice.

3.3. Client agrees that custom development requests outside of the scope of work may incur a fee of \$250 hourly rate at a minimum of 2 hours of labor. Client agrees that custom requests may or may not be released on the original agreed upon release date.

**4. Taxes.** Deckard acknowledges that as an independent contractor, Deckard may be required by law to make payments against estimated income or other taxes due federal, state and other governments. Deckard agrees to bear any and all expenses, including legal and professional fees, increased taxes, penalties and interest that Deckard or Client may incur as a result of any attempt to challenge or invalidate Deckard's status as an independent contractor, and Deckard agrees to defend, and hold Client harmless from any liability thereon.

**5. Term and Termination.**

5.1. The term of this Agreement ("Term") shall commence on the Effective Date and shall continue in force and effect for a period of one year; the Term shall be automatically renewed thereafter for additional periods of one year each unless terminated by either party by giving written notice of termination to the other party not less than 60 days before the end of the then-current period. Termination shall have no effect on Client's obligation to pay the applicable labor rate with respect to Services rendered prior to the effective date of termination.

5.2. **Termination.** This Agreement shall be terminated as follows:

5.2.1. By either party by giving the other party 60 days prior written notice; provided that, such termination shall not be effective until each and every SOW then outstanding shall have been fully performed in accordance with the terms and conditions of the SOW.

5.2.2. Upon the entering into or filing by or against either party of a petition, arrangement, or proceeding seeking an order for relief under the bankruptcy laws of the United States, a receivership for any of the assets of the other party, an assignment for the benefit of its creditors, or the dissolution, liquidation, or insolvency of the other party.

5.2.3. Client may terminate this Agreement or any SOW if Deckard materially breaches this Agreement or the applicable SOW and fails to cure such breach to Client's reasonable satisfaction within 30 days of Deckard receipt of written notice thereof.

5.3. **Continuation.** This Agreement shall continue in full force and effect following the termination of any SOW, unless otherwise agreed by the parties.

5.4. **Post Termination Obligations.** Upon the expiration or termination of this Agreement or any SOW for any reason, Deckard shall: **(i)** carry out an orderly winding down of the affected work; **(ii)** deliver to Client the applicable work/deliverables not previously delivered in its then current form and any documents or other information in whatever manner related thereto, **(iii)** return any property of the Client then in Deckard's possession; and **(iv)** submit a final invoice to Client for any Services performed prior to the date of such termination and as otherwise permitted by this Agreement. Client shall pay Deckard those amounts due for Services performed up to the date of termination.

6. **Cooperation.** Deckard expressly agrees that it shall reasonably cooperate with and assist Client in: **(a)** responding to any inquiry or claim by or from any Federal, State or local government agency regarding the performance of this Agreement; and/or **(b)** exercising any rights that Client may have to pursue any remedies available to it under any applicable Federal, State or local law or regulation.

7. **Deckard Personnel.** Deckard shall perform all Services in a professional and workmanlike manner by individuals qualified to perform the Services. Deckard may, at its discretion, subcontract with other companies or individuals to carry out some part of the Services, provided that Deckard shall remain responsible for the oversight of all work performed.

8. **Relationship of the Parties.** Deckard is, and at all times during the term of this Agreement shall be, an independent contractor of Client. Deckard shall not represent to any Client customer or other person or entity that it has any right, power or authority to create any contract or obligation, either express or implied, on behalf of, or binding upon Client or to any way modify the terms and conditions of any SOW. This Agreement shall not create or in any way be interpreted to create a partnership, joint venture, or formal business organization of any kind between the parties.

## 9. **Representations and Warranties.**

9.1. Deckard represents and warrants that:

9.1.1. Deckard shall perform all Services in a competent, professional, workman-like manner and in accordance with the governing SOW and any applicable industry and/or professional standards;

9.1.2. It has the legal right and authority to enter into this Agreement and perform the Services under any SOW under which it agrees to perform Services;

9.1.3. Upon execution by an authorized representative, this Agreement will be a binding agreement, enforceable against Deckard in accordance with its terms; and

9.1.4. Entering into this Agreement or performing work under a particular SOW shall not violate any agreement (written or implied) with any third party.



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9.2. Client represents and warrants that:

9.2.1. It has the legal right and authority to enter into this Agreement and to deliver the Data to Deckard to perform the Services;

9.2.2. Upon execution by an authorized representative, the Agreement will be a binding Agreement, enforceable against Client in accordance with its terms; and

9.2.3. Entering into this Agreement or performing work under a particular SOW shall not violate any agreement (written or implied) with any third party.

These warranties shall survive inspection, acceptance, and payment and are in addition to all other warranties expressed or implied by law.

**10. Nondisclosure of Confidential Information.** During the performance of this Agreement certain proprietary, technical and financial information may be disclosed by one party ("Disclosing Party") to the other party ("Receiving Party") and shall be deemed proprietary if marked with a conspicuous legend identifying it as proprietary or confidential information ("Confidential Information"). The Receiving Party shall not use less than the same efforts to prevent the disclosure of Confidential Information received hereunder as is used to protect its own Confidential Information, and in no event, however, less than a reasonable degree of care. Disclosure of Confidential Information received hereunder shall be restricted to those individuals who are directly participating in the performance of the Services under this Agreement. Confidential Information shall not include information that the Receiving Party can demonstrate by competent evidence is **(a)** rightfully known to the Receiving Party without obligations of non-disclosure, prior to receipt of such information from the Disclosing Party; **(b)** independently developed by the Receiving Party without the benefit or use of the Confidential Information furnished by the Disclosing Party, or obtained in good faith from a third party having no obligation to keep such information confidential; or **(c)** publicly known through no breach of this Agreement. Receiving Party may disclose Confidential Information when required by operation of law or pursuant to the order of a governmental agency, but only upon prior written notice to the other party to allow the other party the opportunity to take appropriate legal measures to protect the Confidential Information. The parties acknowledge that any unauthorized use or disclosure of the Confidential Information may cause irreparable damage to the other Party, for which there is no adequate remedy at law, and shall entitle the other Party to obtain immediate injunctive relief without any requirement to post bond, in addition to all other available remedies.

**11. Liability Limitations; Disclaimer.** ALL DELIVERABLES PROVIDED TO CLIENT BY DECKARD UNDER THIS AGREEMENT ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. IN NO EVENT SHALL EITHER PARTY OR ITS RESPECTIVE EMPLOYEES, REPRESENTATIVES OR SUBSIDIARIES BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, INCIDENTAL OR SPECIAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF EACH PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT PAID BY CLIENT TO DECKARD UNDER THIS AGREEMENT.

**12. Indemnification.** Deckard shall indemnify and hold Client harmless from and against any third party claims against and damages incurred by Client that are finally awarded by a court of competent jurisdiction (including reasonable attorneys' fees) as a result of **(a)** injury or death to persons, or loss of or damage to property caused by the acts of Deckard or its agents; **(b)** a claim that the Services infringe the intellectual property rights of any third party; and **(c)** any violation by Deckard,



its employees, agents, representatives or any person or entity acting on its behalf of any, Federal, State and/or local law, or regulation. Deckard shall be entitled to assume control of the settlement, compromise, negotiation and defense of any claim, and in such case, Deckard shall not enter into any settlement of any claim or action that adversely affects Client's business or interests without its prior approval, which shall not be unreasonably withheld or delayed. Client shall indemnify and hold Deckard harmless from and against any third party claims against and damages incurred by Deckard that are finally awarded by a court of competent jurisdiction (including reasonable attorneys' fees) as a result of (a) injury or death to persons, or loss of or damage to property caused by the acts of Client, its customers or its agents; (b) any violation by Client, its customers, employees, agents, representatives or any person or entity acting on its behalf of any, Federal, State and/or local law, or regulation. Client shall be entitled to assume control of the settlement, compromise, negotiation and defense of any claim, and in such case, Client shall not enter into any settlement of any claim or action that directly affects Deckard's business or interests without its prior approval, which shall not be unreasonably withheld or delayed.

**13. Proprietary Rights.** The results of the Services delivered to Client in the form delivered to Client, including all reports, technical communications, drawings, records, charts, or other materials originated or prepared by Deckard for Client in performing the Services (all of the foregoing, collectively, the "Work Product") shall be the property of Client, and Deckard hereby assigns all rights to such Work Product to Client. Without limiting the generality of the foregoing and subject to Deckard's confidentiality obligations under this Agreement, Client acknowledges that the Work Product will include the aggregation and analysis of certain publicly available data and agrees that nothing contained in this Agreement shall be interpreted to prohibit Deckard from using its technology and other intellectual property to analyze the same or similar publicly available information for third parties. In addition, to the extent that Deckard incorporates any Deckard Property (as defined below), including any pre-existing or copyrighted work of Deckard into the Work Product, such Deckard Property shall remain the property of Deckard. Deckard grants to Client a perpetual, royalty-free, irrevocable, worldwide, non-exclusive license to use such Deckard Property in connection with exercising the rights of ownership granted to Client under this Agreement. In addition, nothing herein shall grant to Client any rights in the Platform or any other proprietary technologies and intellectual property used by Deckard in preparing any Work Product ("Deckard Property").

**14. Governing Law.** This Agreement and all disputes relating to this Agreement shall be governed by the laws of the State of California, except as to any provisions of this Agreement that are properly governed by the laws of the United States. All controversies or disputes arising out of this Agreement shall be heard in either the state or federal courts sitting in San Diego County, California. THE PARTIES HERETO KNOWINGLY AND IRREVOCABLY WAIVE THEIR RIGHT TO A TRIAL BY JURY.

**15. Assignment.** Deckard shall not assign, transfer or sell its rights or obligations under the Agreement without Client's prior written consent, which shall not be unreasonably withheld; provided that such consent shall not be required if the assignment is in connection with the sale of all or substantially all of Deckard's business to which this Agreement relates, whether by merger, sale of stock, sale of assets or otherwise.

**16. Severability; Survival.** If any part, term, or provision of the Agreement is held invalid or unenforceable for any reason, the remainder of the Agreement shall continue in full force and effect as if the Agreement has been executed with the invalid portion thereof eliminated. Upon termination or expiration of this Agreement, the terms and conditions set out in Sections 5.4, 8, and 10 through 22 will survive such termination.



**17. Waiver of Breach.** The waiver of a breach of the Agreement or the failure of a party to exercise any right under the Agreement shall in no event constitute a waiver of any other breach, whether similar or dissimilar in nature, or prevent the exercise of any right under the Agreement.

**18. Force Majeure.** Neither party shall be liable for any failure to perform, or delay in performing, any of its obligations hereunder due to causes beyond its reasonable control, and without the fault or negligence of that party. Such causes shall include, without limitation, Acts of God, acts of civil or military authority, fire, flood, epidemic, pandemic, quarantine, freight embargo, civil commotion or acts of war, declared or undeclared.

**19. Compliance with Laws.** Each party agrees to comply with all applicable local, state, and federal laws and executive orders and regulations issued pursuant thereto and agrees to defend, indemnify, and hold the other party harmless from any claim, suit, loss, cost, damage, expense (including reasonable attorney's fees), or liability by reason of the other party's violation of this provision.

**20. Dispute Resolution.** In the event of a claim or dispute between the parties arising under this Agreement, such claim or dispute shall be settled by mutual agreement between the senior management of the parties. If an agreement is not reached within a reasonable time, except as otherwise provided in this section, any dispute concerning the terms and conditions of this Agreement may be resolved by pursuing any right or remedy available at law or in equity in accordance with this Agreement. Deckard shall, at all times, proceed diligently with the performance of the Services hereunder. Notwithstanding the above, Client's contract with a governmental entity may include a disputes clause under FAR 52.233-01 (the "Disputes Clause"), pursuant to which a prime contractor may pursue certain procedures in the event of a dispute between the customer and Client with respect to questions of law or fact relating to the government contract. In such case, all Deckard claims, controversies or disputes concerning matters that are subject to the Disputes Clause of the government contract shall be governed solely by such disputes clause Deckard shall be responsible for providing any and all certifications required by law or Client to enable Client or its customer to verify, support, or confirm such certifications. Both parties agree that the occurrence of a dispute under the Disputes Clause shall not interfere with either party's performance or other obligations under this Agreement.

**21. Entire Agreement.** This Agreement and each SOW issued hereunder represent the entire understanding and agreement between the parties hereto and supersede all other prior written or oral agreements made by or on behalf of Client or Deckard. In the event of a conflict between the terms and conditions of this Agreement and any SOW, the Agreement shall control, unless the SOW expressly provides that it is intended to modify the Agreement. Deckard's proposals shall not be part of this Agreement unless specifically referenced in the SOW and agreed to in writing by Client. This Agreement may be modified only by written agreement signed by the authorized representatives of the parties.

**22. Communications and Notices.** Other than communications required to be made by Deckard's project manager to Client's project manager, all notices, orders, directives, requests or other communications of the parties in connection with this Agreement shall be in writing and shall be provided as follows:

In the case of Client:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In the case of Deckard

Nickolas R. Del Pego

Title: CEO

1620 Fifth Ave Suite 400

San Diego, CA 92101

DRAFT

**23. Media and/or Logo Use.** Client agrees that Deckard shall have the right to use Client's name and logo on website, marketing materials and advertisements. In addition, Client and Deckard will work together to identify appropriate testimonials to promote Rentalscape and to generate announcements, press engagements and public speaking events with respect to the benefits of the Services. Client shall have the right to revoke Deckard's right to use its name and logo by providing Deckard with 30 days' advance written notice. Upon the expiration or termination of this Agreement the rights set forth in this Section 23 shall terminate.

*[Signature Page Follows]*



**IN WITNESS WHEREOF**, Deckard and Client have each caused this Agreement to be executed by their duly authorized representatives, effective as of the dates indicated below

**DECKARD TECHNOLOGIES, INC.**

**CLIENT**

**DRAFT**

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

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

Print Name: Nickolas R. Del Pego

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

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

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

Title: CEO

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

**EXHIBIT A**  
**STATEMENT OF WORK**

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This Statement of Work ("SOW") will be effective as of the last date of signature below, and upon execution will be incorporated into the Master Services Agreement between Deckard Technologies, Inc. and Bonner County, ID dated [EFFECTIVE DATE OF MASTER SERVICES AGREEMENT] (the "**Master Agreement**"). Capitalized terms used in this SOW will have the same meaning as set forth in the Agreement.

**1. Short Term Rental Service.** Client desires to engage Deckard to use the Rentalscape Platform to prepare real estate property data for short-term rentals ("STRs") on all identifiable properties within the County of Bonner in the State of Idaho based upon publicly available data and such other data relevant to the Designated Geography to be provided to the client by Deckard (reports accessible from Rentalscape). The Reports shall include at a minimum:

- 1.1. Information on STRs currently active in the Designated Geography;
- 1.2. The aggregate revenue from actively listed bookings;
- 1.3. The average number of nights booked per reservation;
- 1.4. The major platforms used by STR hosts;
- 1.5. Average daily rates;
- 1.6. Booking trends during the Reporting Period;
- 1.7. Identify, by address, the following violations of STR ordinances within the Designated Geography;
  - 1.7.1. Listings or advertisements that do not include an STR permit number;
  - 1.7.2. Listings or advertisements that represent or offer occupancy in excess of the occupancy maximums in the Designated Geography; and
  - 1.7.3. Properties advertised as STRs that are only permitted as long-term rentals;
- 1.8. Identify the actively listed STRs by month and address;
- 1.9. The total number of properties actively listed in the Designated Geography each month during the Reporting Period;
- 1.10. List the property owners; and
- 1.11. List the permit history of each property offering STRs in the Designated Geography.

**2. Designated Geography.** Bonner County Unincorporated Area of ID

**3. Reporting Period.** Reports available in the Rentalscape Platform throughout the year.

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#### 4. Fees; Payments.

4.1. Annual Software Subscription: \$18,000 (Identification, compliance monitoring and rental activity listed in Rentalscape as an identified STR). We approximate 650 properties by the end of year one as being Monitored in Rentalscape. Should the number of properties exceed the approximations, this increase will be included in the Maximum Price and not subject to additional fees in the first year. These increases may be reflected in years 2 and beyond.

4.2. Outreach Campaign: \$3,500 Three letter campaign to inform and encourage property owners to become compliant with the Registration Process.

4.3. STR Registration/Licensing Portal: \$5,500 annually. Develop and host an online portal for Registration of Licenses or Permits with the standard Stripe payment interface with daily reconciliation to finance.

4.4. Optional Expert Services upon Request by the City/County are available at \$250 per hour.

4.5. 24/7 Live Hotline and Online Complaint Form. \$5,500 annually. Live answered Hotline that can dispatch to responsible parties depending on identified call flow. Host an online complaint form for the County that alerts these complaints to Code Enforcement through the Rentalscape platform.

4.8. Maximum Price: In no event will the total subscription fees in the first year exceed \$32,500. Maximum Price in Year two not to exceed \$29,000 assuming the Outreach Campaign is not necessary in year two.

4.9. Timing: Client will pay the annual subscription fees within 30 days of receipt of invoices from Deckard.



All terms and conditions of the Agreement will apply to this SOW. This SOW will be effective as of the date of the last signature below.

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**SOW AGREED TO AND ACCEPTED BY:**

**DECKARD TECHNOLOGIES, INC.**

**CLIENT**

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

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

Print Name: Nickolas R. Del Pego

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

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

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

Title: CEO

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



# BONNER COUNTY PROSECUTOR

127 South First Avenue • Sandpoint, ID 83864 • Phone: (208) 263-6714

DRAFT

## Memorandum

## Prosecutor Item #1

September 5, 2023

To: Board of County Commissioners

From: Louis Marshall  
Bonner County Prosecutor

Re: Unanticipated revenue for VAST-LillyBrooke Family Justice Center

The Victims Advocate Services Team (VAST) has received donations in the amount of \$3687.00. Before VAST may utilize the funds, the Board of County Commissioners must accept the funds by opening the budget and allocating them appropriately. VAST will use these funds for assisting victims.

A suggested motion would be, **Mr. Chairman based on the information before us I move for the Board to approve Resolution #23 - 69 authorizing the receipt of unanticipated revenue in the total amount of \$3687.00 for use by VAST in furtherance of its mission to support victims of violence in Bonner County.**

Recommendation Acceptance:  yes  no \_\_\_\_\_ Date: \_\_\_\_\_  
Commissioner Steven Bradshaw, Chairman

**RESOLUTION NO. 2023 - 69**  
**PROSECUTOR'S OFFICE**  
**VAST**

DRAFT

**Budget Adjustment –Unanticipated Revenues for VAST**

**WHEREAS**, Idaho Code Section 31-1605 provides that the Board of County Commissioners may adjust the budget as adopted to reflect the receipt of unscheduled revenue, grants, or donations from federal, state or local governments or private sources, so long as there shall be no increase in anticipated property taxes; and

**WHEREAS**, the Victim's Advocate Services Team (VAST), operates the LillyBrooke Family Justice Center to provide support for victims of violence and abuse in Bonner County; and

**WHEREAS**, the Prosecutor's Office has received donations in the amount of \$3687.00 to further VAST's mission of providing support services for victims of violence in Bonner County; and

**WHEREAS**, the Prosecutor's Office requests this unanticipated revenue be placed in the Prosecutor's Office FY2023 Budget,

**NOW, THEREFORE, BE IT RESOLVED** that the Board of County Commissioners of Bonner County, Idaho hereby authorizes the Clerk to open the budget and increase line 03416-9050 AP Foundation in the amount of \$3687.00 from \$9832 to \$13519.00.

**Adopted** as a Resolution of the Board of Commissioners of Bonner County, Idaho on the 12<sup>th</sup> day of September, 2023.

**BOARD OF BONNER COUNTY COMMISSIONERS**

\_\_\_\_\_  
Steven Bradshaw, Chairman

\_\_\_\_\_  
Asia Williams, Commissioner

\_\_\_\_\_  
Luke Omodt, Commissioner

**ATTEST:** Michael Rosedale

**By** \_\_\_\_\_  
Deputy Clerk





# Bonner County Sheriff's Office

4001 N Boyer Road • Sandpoint, ID 83864 • Phone: (208) 263-8417

DRAFT

September 12, 2023

## Memorandum

To: Commissioners

From: Sheriff Daryl Wheeler

Re: Kootenai Tribe of Idaho Inmate Housing Agreement

The Kootenai Tribe of Idaho is entering into an agreement with Bonner County Sheriff's Office to house their male and female inmates at the Bonner County detention facility in accordance with Idaho Code Title 20 and rules and regulations of the Idaho Jail Standards. The Tribe will reimburse Bonner County ninety (\$90) dollars per day for each inmate housed in the detention facility. This agreement will be in effect from the date of execution of all parties until November 30, 2024 and may be terminated by either party with at least thirty (30) days' notice.

This has been approved by:

Legal \_\_\_\_\_ SB \_\_\_\_\_

Distribution: Original to be sent to the Sheriff's Office  
Copy to Prosecutor's Office

A suggested motion would be: **Mr. Chairman, based on the information before us, I move to approve the Adult Detention Agreement between the Kootenai Tribe of Idaho and Bonner County to house male and female inmates at the Bonner County detention facility. The Tribe will reimburse Bonner County \$90 per day per inmate with the agreement being effective from date of execution until November 30, 2024.**

Recommendation Acceptance:  yes  no \_\_\_\_\_ Date: \_\_\_\_\_  
Commissioner Steve Bradshaw, Chairman

**DRAFT**

**ADULT DETENTION AGREEMENT BETWEEN THE KOOTENAI  
TRIBE OF IDAHO AND BONNER COUNTY, IDAHO**

This Agreement is hereby made and executed, by and between Bonner County (hereinafter “County”), a political subdivision of the State of Idaho, whose current address is 1500 Highway 2, Suite 308, Sandpoint, Idaho 83864, and the Kootenai Tribe of Idaho (hereinafter “Tribe”), a federally recognized Indian Tribal government whose current address is P.O. Box 1269, Bonners Ferry, Idaho 83805, as follows:

WHEREAS, County is authorized by law to provide adult detention services and accommodations for adults pursuant to the provisions of Title 20, Chapter 6, of the Idaho Code; and

WHEREAS, the Tribe carries out provisions of a Self-Governance Compact between the Tribe and the Bureau of Indian Affairs, including law enforcement functions, services, programs and activities;

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, and other good and valuable consideration, it is hereby agreed:

1. County will allow male and female adult offenders (hereinafter “Inmates”), under the jurisdiction or control of the Tribe to be housed at the Facility, and will treat all such inmates in the same manner as the other inmates housed at the Facility and in accordance with Idaho Code Title 20 and the rules and regulations of the Idaho Jail Standards.
2. Prior notification shall be made by the Tribe by contacting Facility they are in route with an Inmate. No Inmates transported to the Facility will be admitted without a Pre-Booking Sheet being properly completed.
3. Inmates who are in custody, and require temporary detention, may be housed at Facility pending a hearing. The Tribe will be responsible for assuming custody of and transporting the Inmate to and from the Facility for any and all hearings or court dates.
4. The Tribe will be responsible for providing all needed information requested by the Facility’s administrative staff. The Tribe (including the Bureau of Indian Affairs and Indian Health Service as required by federal law) will also be responsible for all necessary arrangements for, and costs of, all desired services not normally provided at and by the Facility or its staff, such as, but not limited to, medical care or testing for conditions not directly related to the inmate’s detention at the Facility. It is expressly understood that all inmates shall be delivered to the Facility at the Tribe’s expense and that the Tribe assumes all responsibility for the inmates under its jurisdiction and control until said inmates are detained within the confines of the Facility and that all inmates shall be delivered by the Tribe to the doors of the Facility.
5. The Tribe agrees to pay County the sum of ninety United States dollars (US \$90.00) per day for each inmate housed in the Facility under this Agreement. A “day” will be



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defined as any period of time during which an inmate eats one or more regularly scheduled meals or occupies a bed or holding cell for any portion of a twenty-four-hour period.

6. County reserves the right to refuse admittance of any inmate under the jurisdiction of the Tribe when such admittance would unduly burden the Facility or create disadvantage for inmates under the jurisdiction of County. The Administrator of the Facility may also refuse admission, or at any time order the removal of, any inmate whose presence, or continued presence, would be unduly detrimental to the welfare of such inmates or of any inmates in the Facility, or the general operation of the Facility. Said right of refusal shall include, but not be limited to, situations involving Tribal inmates:
  - a. Who are not accompanied by complete and proper documentation to the Facility; or
  - b. Who have medical conditions or injuries requiring immediate medical needs; or
  - c. Who are in such an emotional or distraught state as to be a risk to themselves, other inmates at the Facility, or to County employees at the Facility.
7. All Tribal inmates will be assessed using intake criteria. If the inmate does not meet the criteria for intake into the Facility, County reserves the right to refuse admittance of any inmate.
8. County agrees to certify to the Tribe at the end of each calendar month the name of each inmate placed as provided in this Agreement, the length of time care was provided, and the rate or rates and total charge in accordance with this Agreement. The Tribe shall submit payment to the County within thirty (30) days of receipt of such certification. For this purpose, County agrees to maintain a current registry of inmates which shall be open to inspection by authorized representatives of the Tribe or its attorney at all reasonable times.
9. Neither County nor the Tribe shall discriminate as to inmates placed or cared for because of race, color, creed, or national origin.
10. Either party may terminate this Agreement by giving the other party written notice, postmarked or hand delivered, at least thirty (30) days prior to the intended date of termination.
11. The Tribe agrees to hold harmless and indemnify County from any and all liability, loss or damage, excluding that arising from gross negligence or intentional acts of County employees that County may suffer arising out of or in connection with the detention of any inmates pursuant to the Agreement. To the extent not covered by the Federal Tort Claims Act, the Tribe further agrees to defend against any claims, demands, action or suits brought against County arising out of or in connection with the detention of any inmates pursuant to the Agreement, excluding those claims that are agreed by the parties



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or proven in a court of law, to have been caused by the gross negligence or intentional acts of County employees or the general conditions of the Facility.

- 12. It is expressly acknowledged and agreed that the parties shall observe the confidentiality of information provisions of the Idaho Code, as well as any county, state and federal regulations pertaining to inmates' records made as a result of said Inmates' detention under this Agreement.
- 13. Effective Date hereof shall mean the period immediately following execution of this Agreement by all parties.
- 14. This Agreement shall be effective from the Effective Date until November 30, 2024. In the event that this Agreement is not timely renewed and Tribal Inmates are currently incarcerated, its terms and provisions shall continue and services shall continue to be provided until the Tribe or the County provides notice of its cancellation. It is agreed that the County shall be reimbursed at the original Agreement rate until such time as a new Agreement has been executed. At that time, the Tribe shall retroactively reimburse County at the new rate, if a higher rate has taken effect.
- 15. If either party is required to enforce a breach of this Agreement, with or without suit, the non-breaching party shall be entitled to recover against the breaching party all reasonable attorneys' fees and costs so incurred.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2023.

Kootenai Tribe of Idaho

\_\_\_\_\_  
Jennifer Porter, Tribal Chair

Attest:

\_\_\_\_\_

BONNER COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
STEVE BRADSHAW, Chairman

\_\_\_\_\_  
LUKE OMODT, Commissioner

DRAFT

\_\_\_\_\_  
ASIA WILLIAMS, Commissioner

ATTEST:

MICHAEL ROSEDALE, CLERK

By: \_\_\_\_\_  
DEPUTY CLERK

BONNER COUNTY SHERIFF

\_\_\_\_\_  
DARYL WHEELER, Sheriff



# Bonner County Sheriff's Office

4001 N Boyer Road • Sandpoint, ID 83864 • Phone: (208) 263-8417

DRAFT

September 12, 2023

## Memorandum

To: Commissioners

From: Sheriff Daryl Wheeler

Re: Medical Services Contract with Troy W. Geyman, M.D.

Troy W. Geyman, M.D. has agreed to provide medical services for the Bonner County Sheriff's Office Adult and Juvenile Detention. This contract will be in effect from September 30, 2023 to September 30, 2024, and the physician agrees the cost of services will not exceed \$51,400 annually. Services will include consultations with inmates, on-site services at the Bonner County Jail and Juvenile Detention, in-patient hospital services, 24-hour on-call coverage, emergency house calls, assistance with nutritional arrangements, and other medically related needs. This contract may be amended at any time and either party may terminate the contract with thirty days' written notice.

This Request has been approved by:

Legal \_\_\_\_\_ SB \_\_\_\_\_

Distribution: Original to be sent to the Sheriff's Office  
Copy to Prosecutor's Office

A suggested motion would be: **Mr. Chairman, based on the information before us, I move to approve the Medical Services Contract between Troy W. Geyman, M.D. and the Bonner County Sheriff's Office. The amount of this contract will not exceed \$51,400 annually and is effective from September 30, 2023 to September 30, 2024. This agreement may be terminated by either party with 30 days' written notice. This contract is identical to the previous contract, except dates, an additional \$100 per year for malpractice, and an additional \$150 per month for 24/7 on-call coverage.**

Recommendation Acceptance:  yes  no \_\_\_\_\_ Date: \_\_\_\_\_  
Commissioner Steve Bradshaw, Chairman



## MEDICAL SERVICES CONTRACT

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THIS Contract is made and entered into by and between Bonner County, a political subdivision of the State of Idaho, hereafter referred to as "the County," and Troy W. Geyman, M.D., a health care group of physicians duly licensed to practice medicine in the State of Idaho, hereafter referred to as "Physician." The health care group of physicians may include MDs, PhDs, DOs, PAs, and RNs.

In consideration of the mutual promises and covenants hereafter contained, the parties do hereby agree as follows:

### 1. TERM

The term of this Contract shall be effective beginning September 30, 2023, and continue until September 30, 2024. It is agreed that:

- (a) This Contract may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both the County and the Physician.
- (b) Either party may terminate this Contract hereto, with or without cause, upon thirty (30) days' notice to the non-terminating party. All notices and other communications in connection with this contract shall be in writing and shall be deemed delivered to the address thereof when delivered in person on a business day at the address set forth below, or on the third business day after being deposited in any main or branch United States Post Office, for delivery by properly addressed, postage prepaid, certified or registered mail, return receipt requested, at the addresses set forth below. Notices and communications to be given to the Physician shall be addressed to and delivered at the following address:

Troy W. Geyman, M.D.  
Bonners Ferry Family Medicine  
6488 Chinook Street  
Bonners Ferry, Idaho 83805

Notices and communications required to be given to the County shall be addressed to, and delivered at the following address:

Bonner County Commissioners  
1500 Highway 2, Suite 308  
Sandpoint, ID 83864

DRAFT

2. INDEPENDENT CONTRACTORS

- (a) The County does hereby employ as an Independent Contractor the Physician to provide medical services to inmates confined in the Bonner County Jail and the Juvenile Detention facility as may be necessary and appropriate.
- (b) It is further agreed that the relationship created by this Contract between the County and the Physician is one of a Contractor and not that of employer/employee. Neither the Physician nor any employees of Bonners Ferry Family Medicine nor any other medical or other personnel cooperating with and assisting the Physician and providing services consistent with this Contract are employees of the County, other than the nursing staff provided by the County. The County is interested in only the results obtained pursuant to this Contract.
- (c) None of the benefits provided by the County to its employees, including, but not limited to compensation, insurance, unemployment insurance, are arrangements with the Physician. The Physician is solely and entirely responsible for his acts and the acts of his agents, employees, and servants during the performance of this Contract. Physician shall be responsible for providing medical services and advice to inmate patients of the jail and detention facility. The Physician will be responsible for the medical care given to the inmate patients, and the County shall have no liability for any error, omission, act or negligence in any medical service provided to the inmates by the Physician or any of the Physician agent or employees.

3. MEDICAL PRACTICE AND PRACTICES AND PROCEDURES

- (a) Physician represents that he is a duly licensed Physician in the State of Idaho and does hereby agree to render such competent medical services to inmates confined in the jail and juvenile inmates detained in the Detention facility using the customary medical practices and procedures as are ordinarily used in Bonner County, State of Idaho. Physician, and his agents, are encouraged to have hospital privileges with the Bonner County General Hospital/Bonner General Health in Sandpoint, Idaho, and remain in good standing with the hospital facility at all times during the term of this contract.
- (b) Physician, or his agents, will ensure that during times of personal illness, vacation, etc., that at least one Physician will be available to the jail and Juvenile Detention facility at all times during the term of this contract. Physician must provide the names and phone numbers of his agents to be contacted by the Detention facility in advance of any absence. This information is necessary for the continuity of medical services.
- (c) Physician, and his agents, will sign this agreement acknowledging their understanding and acceptance of the terms contained herein.
- (d) In the event that the contractual Physician terminates his/her relationship with any of his/her agents at any time during this agreement, Physician shall notify the County immediately regarding the termination.



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4. SERVICES PROVIDED

In the performance of providing medical services to the County, the Physician agrees to the following:

- (a) Consult with the Bonner County Sheriff or his/her designee (hereafter "the Sheriff" means the Sheriff or his/her designee):
- (b) Assist the Sheriff through consultation in meeting his/her duties to inmates imposed by Federal and State Law or regulations. The County has the duty to put the Physician on notice of any known inmate medical condition or complaint and, except in a bona fide emergency situation, the County, its agents or representatives shall make no medical judgment in situations involving an inmate's medical treatment, except that treatment normally given for those common ailments which are generally self-medicated or treated, without first notifying the Physician and receiving appropriate instructions.
- (c) Consult with the Sheriff in developing and implementing policies that will assure quality medical care. Review jail standard operating procedures as they relate to the provisions of medical services to inmates on an annual basis and provide advice to the Sheriff.
- (d) Whenever possible, services shall be provided on site at the jail or juvenile detention center. The Physician shall be notified by the Sheriff or his/her designee of the need for medical services or examinations. Sick call shall be held on a minimum of one time per week, more often if required. All complaints of illness, which in the professional medical opinion of the Physician requires treatment, will be investigated, examined and treated in a timely and professional manner. This provision contemplates that "sick call" will be attended by the licensed Physician or a licensed nurse at the direction of the Physician.
- (e) When inpatient hospital services are required, the Physician shall notify the Sheriff so that he/she will be able to contact the Prosecutor's Office to see if arrangements can be made to release the inmate on his or her own recognizance. Physician will follow the inmate's progress while hospitalized including, but not limited to, monitoring consulting physicians, lab, radiology, and pharmacy orders. All charting notes including lab reports, etc. will be sent to the jail upon the inmate's release from the hospital. This is not a billed service, but will be part of the contracted rate.
- (f) The Physician will provide twenty-four (24) hour on-call coverage. This will include an answering service or an answering device by which the Physician can be contacted by the Sheriff or his/her designee on duty. The Physician will provide the device. If, for some reason, because of malfunction of equipment or any other act of God that will make it impossible for the Sheriff to reach the Physician, it is agreed that the Sheriff will transport the patient inmate directly to the hospital emergency room in any situation where delay of treatment might cause adverse effects to the patient/inmate.



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- (g) The Physician will supervise and manage the medical and health care programs at the detention facilities and is responsible for the health care provided to inmates at the juvenile and adult facilities.
  - (h) The Physician will see patients referred by the Nurse(s).
  - (i) The Physician will manage and supervise the distribution of pharmaceuticals by nurses or by detention deputies if nurses are not present within the detention facilities.
  - (j) The Physician is responsible to ensure that all health care providers comply with the applicable statutes, standards, policy, and procedures.
  - (k) The Physician agrees to provide emergency house calls, as needed when medically appropriate during the term of this Contract. The Physician will provide twenty-four (24) hour on-call availability. To initiate an emergency house call the Bonner County Detention Facility shall first notify the nurse, if on site, who in turn will notify the Physician. If the nurse is not on site, a call system for the Physician will be utilized. Calls for consultations between parties are encouraged and there shall be no charge for said telephone conversations.
  - (l) The Physician will be responsible for implementing Special Health Programs and arranging the following in coordination with the nurse:
    - Medically approved special diets
    - Chronic and convalescent care
    - Infectious disease screening
    - Detoxification facilities
    - Referrals to other physicians
    - Dental care referrals as set forth by Chapter 11 of Jail Standards
  - (m) The Physician will review the medical Policy and Procedure Manual and nurses' protocols every year and if found acceptable, sign acceptance on an annual basis.

## 5. PERSONNEL AND STAFFING

The Physician represents that he is a duly licensed physician in the State of Idaho and does hereby agree to render such competent medical services to County inmates using the customary medical practices and procedures as are ordinarily used in Bonner County, State of Idaho.

The credentials of the Physician or Nurses under supervision of the Physician have been provided to the County. From time to time, the Physician may add new partners or it may be necessary to provide temporary coverage in which case any substitute Physician must meet similar criteria and their credentials will be provided to the County.

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All State licensing, certification and/or registration requirements and restrictions shall apply to medical personnel. Copies of current credentials for each medical employee shall be kept at the Office of Risk Management and at the jail medical office.

The County shall provide, as required by the Health Care Services Act, at least one full-time employee designated who has received at least first responder level training to carry out specific duties to coordinate the delivery of health care services, such as a detention deputy, the Sheriff or the Sheriff's designee. The Sheriff's Office shall provide such a designated employee for each twelve (12) hour shift. A female deputy will be made available by the Sheriff's Office to supervise all female examinations by either male or female health care providers. Inmates shall not be used to provide health care services under any circumstances. Medical screening shall be performed by the receiving officer and/or the designated employee of the County (this is currently accomplished by detention deputies). The screening shall be conducted upon all inmates upon admission to the jail. The medical screening shall include, at a minimum, those matters of information listed in Section 11.10 of the Health Care Services Act, a copy of which is on file at the Sheriff's Office.

The screening provided shall include:

- (a) Inquiry shall be made into, but not limited to a current illness and health problems, including dental problems, sexually transmitted diseases and other infectious diseases;
- (b) Medication taken and special health requirements;
- (c) Use of alcohol or drugs, which includes types, methods, date and time of last use, and a history of problems which may have occurred after ceasing use;
- (d) Past or present treatment or hospitalization for mental disturbance or suicidal behavior;
- (e) Mental illness;
- (f) Other health problems designated by the jail Physician;
- (g) The designee shall observe the behavior, including state of confidence, mental status, appearance, conduct, tremor, or sweating;
- (h) Body deformities, trauma, markings, bruises, jaundice, rashes, evidence of vermin, ease of movement, etc.
- (i) Upon completion of the screenings as indicated, the inmate shall be disposed to the general population or isolation housing and referral to appropriate health care services; or immediate referral to health care services shall be made if necessary. The licensed Nurse will review the screening record during the next nursing shift.



The Physician shall conduct a health care appraisal for each inmate within fourteen (14) days of admission that includes, at a minimum, those items listed in 11.11 of the Health Care Services Act.

Inmate requests or observed jailer need for examination will be forwarded to the jail nursing staff that will assess the inmate and make appropriate referrals to Physician as needed.

## 6. HEALTH CARE SERVICES

In recognition of Chapter 11 of the Health Care Services for Jails, the contracting Physician agrees to assist the County, Sheriff and his/her designee to remain in compliance with the requirements of the Act beginning with Section 11.01 and ending with Section 11.25.

The Physician will meet at least quarterly with the Sheriff to ensure that the provisions of the Health Care Services Act are being complied with. A record of such meetings shall be kept by the County and the Physician and be available to the County Commissioners upon request.

## 7. MALPRACTICE

Certificates of Malpractice Insurance in the amount of One Million Dollars (\$1,000,000) shall be provided by the Physician to the County. For any additional provider, which is added as a temporary or permanent situation, similar certificates of insurance will be provided to the County.

All nurses in the employ of the Physician who provides services under this Contract shall be covered under the terms of the Physician's Malpractice Certificates. Physician or Physician's agents shall indemnify the County and hold the County harmless for any services provided in association with this Contract. However, no services will be delivered directly by nurses except as allowed by the Board of Nursing under appropriate and approved protocols. Further, the County insurance program shall insure nurses employed by the County.

## 8. COST OF SERVICES

The County shall pay:

A. The Physician for the administration, medical and services described within this Contract and within the Physician's proposal for services provided an hourly wage of \$175.00 per hour, for up to four (4) hours per week, or a total of sixteen (16) hours per month. There may be weeks where the Physician provides services for six (6) hours during one week, and only two (2) hours another week, still averaging four (4) hours per week. This agreement would provide \$175.00 per hour multiplied by sixteen (16) hours per month multiplied by twelve (12) months for an annual amount, not to exceed, \$33,600.00.

B. Additional compensation for 24/7 on-call payable at \$1,400.00 per month = \$ 16,800.00 per year. This compensation would include all telephone consultations. Any necessary medical treatment, if appropriate, will be done at the jail or juvenile detention facility whenever possible due to the security issues arising with transporting inmates to the hospital and providing security to hospital staff and paid for at the hourly rate.



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C. Additionally, the County shall pay the Physician the sum of \$1,000.00 per year to assist with the costs of malpractice insurance.

D. Additionally, the Physician may bill (1) hour for travel time from Bonners Ferry to the Bonner County Jail. Travel time will be billed at a rate of one hundred seventy-five dollars (\$175) per hour.

Total cost of services provided by Physician shall not exceed \$51,400.00 per year.

#### 9. BILLING INMATES

If the inmate has financial or insurance resources, the Jail Billing Clerk will bill the inmate and provide the inmate with a "superbill" to send to his/her insurance. The Physician will not directly bill inmates or insurance for procedures conducted in conjunction with this agreement.

#### 10. RECORD KEEPING

As required by the Health Care Services Act and common medical practice, medical records, such as written records and x-rays shall be kept in the Physician's office, or may be kept in the jail in the inmate's confidential health record. The County shall provide a locked cabinet for these confidential records. Copies of any and all records will be made available to the person or the persons who are legally responsible for the patient's health care: namely, the County and its Board of Commissioners and/or any attorneys employed by the County. There will be no charge for copying or providing these copies to the County. As required by the Health Care Services Act, the jail Physician and medical personnel shall have access to information in the inmate's confinement records when needed. Medical records will be kept in compliance with applicable Idaho Codes.

All health assessment data shall be recorded on forms approved by the Physician and developed in conjunction with the Sheriff and approved by the Sheriff. Health assessment forms shall be kept in the jail inmate's file. Those forms will be attached to a Physician form, which delineates the Physician's instructions for that particular inmate/patient. The forms clearly outline all Physicians' instructions including medications, arrangements for special diets or for special care and follow-up examinations.

Jail division personnel shall not discuss publicly any issue related to a patient's condition, care or treatment, without permission from the Physician and the Sheriff. Any breach of patient confidentiality by Physician shall be a breach of this Contract. Whereas medical files remain confidential, certain circumstances do occur that are appropriate for medical staff to advise Custody personnel of an inmate's health condition in order to have the inmate appropriately housed, to provide work limitations, or for the protection and safety of the inmate. Some health conditions are necessary to share with security personnel to ensure proper care. Security staff should also be advised that when an inmate is taking medication that has potential serious side effects. Custody personnel should generally be notified when an inmate has a communicable disease that may require special precautions and responses.

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11. PHARMACEUTICALS

As required by Section 11.04K, handling of pharmaceuticals shall be addressed by written policies and procedures. According to Section 11.04 all treatment provided by medical personnel other than by the Physician and dentist shall be performed pursuant to nursing protocols or direct orders in lieu of nursing protocols. Physicians' Assistants may practice within the limits or State Law.

Under Section 11.20 written procedures shall be established providing for proper management of pharmaceuticals and their storage with daily inventory of controlled substances. All prescriptions shall be administered in the prescribed doses by designees who have received training in the distribution of medications in a jail environment. Administration of medication shall be recorded in a manner, and on a form, approved by the Physician and the Sheriff.

12. GOVERNING LAW

This Contract and its performance shall be construed in accordance with, and governed by, the laws of the State of Idaho.

13. SEVERABILITY

Should any term, provision or paragraph of this Contract be held in a Court of Law to be invalid it is recognized by the parties herein that said terms or provisions or paragraphs are severable and, provided that the remainder of this Contract be capable of clear interpretation, any such term, provision or paragraph so held invalid may be stricken and the remainder continue in effect.

14. ASSIGNMENTS

Physician shall not assign this Contract nor any interest arising herein, without the written consent of the County except as expressly provided in this Contract.

15. ENTIRE AGREEMENT

It is understood and agreed that the entire agreement of the parties is contained herein, and that this Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as, any previous agreements presently in effect between the Physician and the County relating to the subject matter hereof.

IN WITNESS WHEREOF, THE PARTIES HAVE HEREUNTO SUBSCRIBED THEIR NAMES AND THE DATES WRITTEN BELOW ACCEPTED BY:



PHYSICIAN SIGNATURE

8-23-23

DATED

BOARD OF COUNTY COMMISSIONERS

**DRAFT**

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CHAIRMAN

\_\_\_\_\_  
DATED

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COMMISSIONER

\_\_\_\_\_  
DATED

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COMMISSIONER

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DATED

ATTESTED TO:

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DEPUTY CLERK

\_\_\_\_\_  
DATED



Item #1



Jessi Reinbold <jessi.reinbold@bonnercountyid.gov>

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## Agenda item

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**Asia Williams** <asia.williams@bonnercountyid.gov>

Wed, Sep 6, 2023 at 3:35 PM

To: Jessi Reinbold <jessi.reinbold@bonnercountyid.gov>, Alisa Schoeffel <alisar.schoeffel@bonnercountyid.gov>, Louis Marshall <louis.marshall@bonnercountyid.gov>

Discussion action decision...placing HR back under the prosecutor

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