



Bonner County

Board of Commissioners

Luke Omodt

Steve Bradshaw

Asia Williams

**CONSENT
AGENDA**

February 13, 2024

Memorandum

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 February 6, 2024
- 2) Plats for Approval: MLD0035-23, Barwise Estates; MLD0058-23, Wild Goose Acres
- 3) Invoice Over 5K: Sheriff (2, 1 Confidential), East Bonner Snowmobile

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



Bonner County

Board of Commissioners

Luke Omodt

Steve Bradshaw

Asia Williams

MINUTES FOR THE BONNER COUNTY BOARD OF COMMISSIONERS' MEETING

February 6, 2024 – 9:00 A.M.

Bonner County Administration Building
1500 Hwy 2, First Floor Conference Room, Sandpoint, ID

On Tuesday, February 6, 2024, the Bonner County Commissioners met for their regularly scheduled meeting with Commissioners Omodt, Bradshaw, and Williams present. Commissioner Omodt called the meeting to order at 9:23 a.m. The Invocation was presented by Pastor Janine Shepherd and the Pledge of Allegiance followed.

STANDING RULES - Action Item: Discussion/Decision Regarding Standing Rules

ADOPT ORDER OF THE AGENDA AS AMENDED

Commissioner Omodt stepped down from the chair and made a motion to amend the order of the agenda to allow for the immediate trespass of Dave Bowman. Commissioner Bradshaw and seconded the motion. Commissioner Williams discussed her reasons of disagreement. Commissioner Bradshaw called for a point of order. Roll call vote: Commissioner Williams – **, Commissioner Omodt – Yes, Commissioner Bradshaw – Yes. The motion to amend the order of the agenda carries.

Commissioner Omodt stepped down from the chair and made a motion to adopt the order of the agenda as amended. Commissioner Bradshaw seconded the motion. Commissioner Williams made a motion to amend the agenda by removing the Standing Rules and the trespass of Dave Bowman. No second, the amendment to the motion dies. Roll call vote: Commissioner Williams – **, Commissioner Omodt – Yes, Commissioner Bradshaw – Yes. The motion to adopt the agenda as amended carries. *Commissioner Williams was asked to vote, however she did not respond.*

Commissioner Omodt called for a recess at 9:36 a.m.
Reconvened at 9:54 a.m.

Commissioner Omodt let the public know about the online sign-up option. Commissioner Williams called point of order. There was a brief discussion regarding the sign-up form. Commissioner Omodt will enter into the record the rules of public testimony.

CONSENT AGENDA – Action Item

- 1) Bonner County Commissioners' Minutes for January 23, 2024
- 2) Plats for Approval: MLD0054-23, Molly's Meadow
- 3) Invoice Over 5K: Sheriff (Confidential)

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

CLERK – Michael Rosedale

- 1) Action Item: Discussion/Decision Regarding FY24 Claims Batch #9 \$289,603.03 & Demands in Batch #9 \$58,310.38, **Totaling \$347,913.41**

Claims Batch #9	
General Fund	\$ 56,270.02
Road & Bridge	\$ 25,036.93
Airport	\$ 1,603.50
Elections	\$ 1,476.91
Drug Court	\$ 419.33
District Court	\$ 22,495.40
911 Fund	\$ 9,293.75
Court Interlock	\$ 264.99
Health District	\$ 124,373.00
Indigent & Charity	\$ 1,220.75
Junior College Tuition	\$ 700.00
Revaluation	\$ 931.69
Solid Waste	\$ 4,203.17
Tort	\$ 517.00
Weeds	\$ 103.40
Parks & Recreation	\$ 36.07
Justice Fund	\$ 35,931.55
East Bonner Snowmobile	\$ 1,172.15
Waterways	\$ 212.16
Grants	\$ 3,341.26
Total	\$ 289,603.03
Claims Batch #9	
Demands	\$ 58,310.38

Commissioner Bradshaw made a motion to approve payment of the FY24 Claims and Demands in Batch #9 Totaling \$347,913.41. Commissioner Omodt stepped down from the chair and seconded the motion. Commissioner Williams made a motion to amend the motion to remove the items from 4225 on page 11 for review. No second, the motion dies. Roll call vote: Commissioner Williams – No, Commissioner Omodt – Yes, Commissioner Bradshaw – Yes. The motion carries.

- 2) Action Item: Discussion/Decision Regarding FY24 EMS Batch #9 \$19,956.84, **Totaling \$19,956.84**

EMS Claims Batch #9	
Ambulance District	\$ 19,956.84

Commissioner Williams made a motion to approve payment of the FY24 EMS Claims Totaling \$19,956.84. Commissioner Bradshaw seconded the motion. Roll call vote: Commissioner Williams – Yes, Commissioner Omodt – Yes, Commissioner Bradshaw – Yes. The motion carries.

ROAD & BRIDGE – Matt Mulder

- 1) Action Item: Discussion/Decision Regarding 2024 Rock Crushing Bid Advertisements

Commissioner Bradshaw made a motion to approve the Notice of Advertisements for Rock Crushing in Districts 1, 2, & 3. Commissioner Williams seconded the motion. Roll call vote: Commissioner Williams – Yes, Commissioner Omodt – Yes, Commissioner Bradshaw – Yes. The motion carries.

2) Action Item: Discussion/Decision Regarding LHTAC and Local Agreement, Leading Idaho Local Bridges
Commissioner Williams called to question about discussing this item. Commissioner Bradshaw made a motion to approve LHTAC & Local Agreement: Leading Idaho Bridge Program – Bridge #KN20645, KN30225, and KN30235 to replace the Rapid Lightning Bridge #4, Colburn Culver at Grouse Creek Bridge, and the Colburn Culver at Pack River (North) Bridge. Commissioner Williams seconded the motion. Roll call vote: Commissioner Williams – Yes, Commissioner Omodt – Yes, Commissioner Bradshaw – Yes. The motion carries.

HUMAN RESOURCES – Alissa Clark

1) Action Item: Discussion/Decision Regarding Records Destruction; **Resolution**
Commissioner Williams and made a motion to approve Resolution 2024-16 for the approval of the destruction of Human Resource Records. Commissioner Bradshaw seconded the motion. Roll call vote: Commissioner Williams – Yes, Commissioner Omodt – Yes, Commissioner Bradshaw – Yes. The motion carries.

SHERIFF – *REMOVED at the request of the Sheriff's Office 02/02/2024 at 10:11 a.m.*

1) Action Item: Discussion/Decision Regarding Records Destruction; **Resolution**

NOXIOUS WEEDS – Chase Youngdahl

1) Action Item: Discussion/Decision Regarding Selkirk Cooperative Weed Management Area, Cost Share Application

Commissioner Williams made a motion to approve the 2024 Selkirk Cooperative Weed Management Area's Annual Operating Plan and associated cost share application for a request from the Idaho State Department of Agriculture in the amount of \$14,364.00 with approximately \$7,000.00 to benefit Bonner County. Commissioner Bradshaw seconded the motion. Roll call vote: Commissioner Williams – Yes, Commissioner Omodt – Yes, Commissioner Bradshaw – Yes. The motion carries.

2) Action Item: Discussion/Decision Regarding Selkirk Cooperative Weed Management Area, Annual Report 2023

Commissioner Bradshaw made a motion to approve the 2023 Selkirk Cooperative Weed Management Area End of Year Report for submission to the Idaho State Department of Agriculture. Commissioner Williams seconded the motion. Roll call vote: Commissioner Williams – Yes, Commissioner Omodt – Yes, Commissioner Bradshaw – Yes. The motion carries.

PLANNING – Tyson Lewis

1) Action Item: Discussion/Decision Regarding Time Extension Request, Short Plat, File #SS0005-21, Cozy Cottage 1

Commissioner Bradshaw made a motion to approve a time extension of Cozy Cottage 1, File SS0005-21, the date March 18, 2026. Commissioner Williams seconded the motion. Roll call vote: Commissioner Williams – Yes, Commissioner Omodt – Yes, Commissioner Bradshaw – Yes. The motion carries.

BOCC – Commissioner Luke Omodt

- 1) Action Item: Discussion/Decision Regarding BCRC 1-200 Purpose
- 2) Action Item: Discussion/Decision Regarding BCRC 1-201 Conduct of Meetings
- 3) Action Item: Discussion/Decision Regarding BCRC 1-202 Regular Meetings
- 4) Action Item: Discussion/Decision Regarding BCRC 1-203 Special Meetings
- 5) Action Item: Discussion/Decision Regarding BCRC Chapter 2 update

Commissioner Omodt stepped down from the chair and made a motion to update BCRC Chapter 2. Commissioner Bradshaw seconded the motion. Discussion among the board. Roll call vote: Commissioner Williams – Yes, Commissioner Omodt – Yes, Commissioner Bradshaw – Yes. The motion carries. *Commissioner Williams was*

asked to vote twice, however she did not respond. Commissioner Bradshaw made a motion to amend the motion by to update 1-200, 1-201, 1-202, 1-203 and Chapter 2 in its entirety. No second, the motion to amend dies.

PUBLIC COMMENT *

Amy Lunsford – Question on changing allotted spending on construction in comparison to credit card limits. Could there please be a workshop on how credit card usage and limits are tracked, who is using them, and how this impacts the budget.

Commissioner Williams - District 2 report

Commissioner Omodt warned Mr. Dan Rose about conduct.

Rick Gray – This Board and the Clerk have sworn to uphold a Republican form of government. Discussed how he provided letters mailed regarding how elections are held in the County.

Shari Dovale – Credit card bills not paid and overdue; how will that affect the County's credit rating? How much time the people will have to weigh in on new laws?

Dan Rose – Spoke about first amendment rights and Idaho Code. Requested several future agenda items be added.

Dan Welle – The public has heard lies and has been disrespected by this board.

Jennifer Cramer – Commented about adopting the City of Sandpoint's rules, one item includes not allowing insulting, demeaning, or threatening remarks as this is subjective.

Monica Gunter – Continued District 2 report.

Dimitri Borisov – Clarity on definitions of several terms. Why is the Chair arresting citizens?

Doug Paterson – Has been attending meetings for several years. The changes to meetings have been discussed by prior boards and did not institute it on the advice of legal.

George Gehrig – Requested two workshops as soon as possible to resolve deep divisions: the definition of business and community activism.

Sheryl Messer – Discussed the purpose of the Commissioner's Office based on the website. Requested a workshop on freedom of speech.

Diane Madoski – Discussed the voice of the people and graded some members of the board.

Jonna Plante – In the past year she has watched the Chair break the rules of the ordinance. The business of the County should include the public's participation.

Rick Cramer – Wanted an IAC update and how it relates to Bonner County.

Brandon Cramer – Discussed the online sign-up form. Wants the word business defined.

Commissioner Omodt called for a recess at 11:12 a.m.

Reconvened at 11:20 a.m.

11:00 A.M. EXECUTIVE SESSION – Human Resources

- 1) Executive Session under Idaho Code § 74-206 (1) (B) Personnel
 - Action Item: Discussion/Decision Regarding Human Resources
 - Action Item: Discussion/Decision Regarding Hiring, Justice Services
 - Action Item: Discussion/Decision Regarding Sheriff, Equity Adjustment
 - Action Item: Discussion/Decision Regarding Job Description Update; Emergency Management; BOCC/Clerk

At 11:20 a.m. Commissioner Bradshaw made a motion to go into Executive Session under Idaho Code § 74-206 (1) (B) Personnel. Commissioner Williams seconded the motion.

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

Reconvened at 11:57 a.m.

Commissioner Bradshaw made a motion to proceed as discussed regarding Human Resources, Justice Services, Sheriff's Office, Emergency Management and BOCC. Commissioner Williams seconded the motion. Roll call vote: Commissioner Williams – Yes, Commissioner Omodt – Yes, Commissioner Bradshaw – Yes. The motion carries.

Commissioner Omodt called a 5-minute recess at 11:58 a.m.
Reconvened at 12:07 p.m.

EXECUTIVE SESSION – BOCC

- 1) Executive Session under Idaho Code § 74-206 (1) (D) Records Exempt
Action Item: Discussion/Decision Regarding PRR/Technology

At 12:07 p.m. Commissioner Bradshaw made a motion to go into Executive Session under Idaho Code § 74-206 (1) (D) Records Exempt. Commissioner Williams seconded the motion to advance for discussion. Brief discussion with the Board and Legal, Bill Wilson. Roll call vote: Commissioner Williams – Yes, Commissioner Omodt – Yes, Commissioner Bradshaw – Yes. The motion carries.

Reconvened at 12:12 p.m.

The meeting was adjourned at 12:12 p.m.

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 January 23, 2024 – February 5, 2024
Copies of the complete meeting minutes are available upon request.

On Tuesday, January 23, 2024, an Executive Session was held pursuant to Idaho Codes § 74-204 (4), 74-206(1)(B) Personnel & 74-206(1)(D) Records Exempt.

On Tuesday, January 23, 2024, a Planning Workshop was held pursuant to Idaho Code §74-204 (2).

On Wednesday, January 24, 2024, Assistance was held pursuant to Idaho Code §74-204 (2).

On Wednesday, January 24, 2024, Tax Cancellations were held pursuant to Idaho Code §74-204 (2). Approved: Homeowner's Exemption – Multiple Parcels, RPR285900100A0, RPR285900100B0

On Wednesday, January 24, 2024, a Planning Hearing was held pursuant to Idaho Code §74-204 (2). Commissioner Williams made a motion to approve of this project, FILE ZC0006-23, requesting a zone change from Agricultural/ Forestry-20 to Agricultural/ Forestry-10, finding that it is in accord with the general and specific objectives of the Bonner County Comprehensive Plan and Bonner County Revised Code as enumerated in the following conclusions of law: Conclusion 1: The proposal is in accord with the Bonner County Comprehensive Plan. Conclusion 2: This proposal was reviewed for compliance with Title 12, Bonner County Revised Code, and was found to be in compliance. Conclusion 3: The proposal is in accord with the purpose of the Agricultural/ Forestry-10 zoning district, provided at Chapter 3, Title 12, Bonner County Revised Code. This decision is based upon the evidence submitted up to the time the Staff Report was prepared, and testimony received at this hearing. I further move to adopt the findings of fact as set forth in the Staff Report (or as amended during the hearing) and direct the planning staff to draft written findings of facts and conclusions of law to reflect this motion, have the Chairman sign, and transmit to all interested parties. This action does not result in the taking of private property. Commissioner Bradshaw seconded the motion. Roll Call Vote: Commissioner Omodt – Yes. Commissioner Williams – Yes. Commissioner Bradshaw – Yes. Commissioner Bradshaw made a motion to approve an Ordinance of Bonner County, Idaho, the number to be assigned, citing its authority, and providing for the amendment of the Official

Zoning Map of Bonner County by the classification of lands located in Section 32, Township 58 North, Range 1 West, Boise Meridian, Bonner County, Idaho to Agricultural / Forestry-10, and providing for an effective date. I further move to authorize the Chair to sign the official supplementary zoning map upon publication of the ordinance. Commissioner Williams seconded the motion. Roll Call Vote: Commissioner Omodt – Yes. Commissioner Williams – Yes. Commissioner Bradshaw – Yes. Commissioner Bradshaw made a motion to approve of this project, FILE ZC0010-23, requesting a zone change from Suburban to Commercial, finding that it is in accord with the general and specific objectives of the Bonner County Comprehensive Plan and Bonner County Revised Code as enumerated in the following conclusions of law: Conclusion 1: The proposal is in accord with the elements of the Bonner County Comprehensive Plan. Conclusion 2: This proposal was reviewed for compliance with Title 12, Bonner County Revised Code, and was found to be in compliance. Conclusion 3: The proposal is in accord with the purpose of the Commercial zoning district, provided at Chapter 3, Title 12, Bonner County Revised Code. The decision is based upon the evidence submitted up to the time the Staff Report was prepared, and testimony received at this hearing. I further move to adopt the findings of fact and conclusions of law as set forth in the Staff Report (or as amended during the hearing) and direct the planning staff to draft written findings and conclusions to reflect this motion, have the Chairman sign, and transmit to all interested parties. This action does not result in the taking of private property. Commissioner Williams seconded the motion. Roll Call Vote: Commissioner Omodt – Yes. Commissioner Williams – Yes. Commissioner Bradshaw – Yes. Commissioner Williams made a motion to approve an Ordinance of Bonner County, Idaho, the number to be assigned, citing its authority, and providing for the amendment of the Official Zoning Map of Bonner County by the classification of lands located in Section 16, Township 56 North, Range 2 West, Boise Meridian, Bonner County, Idaho to Commercial, and providing for an effective date. I further move to authorize the Chair to sign the official supplementary zoning map upon publication of the ordinance. Commissioner Bradshaw seconded the motion. Roll Call Vote: Commissioner Omodt – Yes. Commissioner Williams – Yes. Commissioner Bradshaw – Yes. Commissioner Williams made a motion to approve the recommended updates to the Public Services, Facilities, and Utilities component of the Comprehensive Plan, File AM0017-23, as presented in this hearing, finding that it is in accord with the requirements of Idaho Code §67-6508 and the procedures of Idaho Code §67-6509. This action does not result in the taking of private property. Commissioner Williams seconded the motion. Roll Call Vote: Commissioner Omodt – Yes. Commissioner Williams – Yes. Commissioner Bradshaw – Yes. Commissioner Bradshaw moved to approve Resolution #14 adopting the recommended updates to the Public Services, Facilities, and Utilities component of the Comprehensive Plan, File AM0017-23 and repealing the previously adopted Public Services, Facilities, and Utilities component of the Comprehensive Plan. Commissioner Williams seconded the motion. Roll Call Vote: Commissioner Omodt – Yes. Commissioner Williams – Yes. Commissioner Bradshaw – Yes.

On Friday, January 26, 2024, a Special Meeting for the BOCC for a Quarterly Budget Update was held pursuant to Idaho Code §74-204 (4).

On Thursday, February 1, 2024, a Special Meeting for Road & Bridge was held pursuant to Idaho Code §74-204 (4). Commissioner Bradshaw made a motion to approve Resolution #24-15 that authorizes the Road and Bridge Department to post Road Restrictions (size, weight and hauling limits) on County roads for 2024. Commissioner Omodt stepped down from the chair and seconded the motion. Roll call vote: Commissioner Williams – Absent, Commissioner Omodt – Yes, Commissioner Bradshaw – Yes. The motion carries.

On Thursday, February 1, 2024, a Planning Update was held pursuant to Idaho Code §74-204 (2).

On Monday, February 5, 2024, A Department Head Meeting was held pursuant to Idaho Code §74-204 (2).

On Monday, February 5, 2024, an Insurance Update was held pursuant to Idaho Code §74-204 (2) and Idaho Code § 74-206 (1) (D) Records Exempt.

On Monday, February 5, 2024, a Planning Workshop was held pursuant to Idaho Code §74-204 (2).

ATTEST: Michael W. Rosedale

By _____
Chairman Steve Bradshaw

By _____
Deputy Clerk

Date

DRAFT

Bonner County Planning Department

"Protecting property rights and enhancing property value"
1500 Highway 2, Suite 208, Sandpoint, Idaho 83864
Phone (208) 265-1458 - Fax (866) 537-4935
Email: planning@bonnercountyd.gov - Web site: www.bonnercountyd.gov



Board of County Commissioners Memorandum

February 6, 2024

To: Board of County Commissioners
From: Alex Feyen, Bonner County Planner
Subject: Final plat, MLD0035-23 Barwise Estates

The above referenced plat is a minor land division dividing one (1) 20-acre parcel into two (2) 4.99-acre lots and one (1) 9.98-acre lot. The property is zoned Rural 5 and meets the requirements of that zone. The property is served by individual wells, individual septic systems, and Inland Power. The property is accessed off Rampage Road, a privately owned and maintained easement. The parcel is located in a portion of Section 24, Township 54 North, Range 05 West, Boise Meridian, Idaho. The plat was approved by Bonner County on September 11, 2023.

The conditions of approval for this file have been completed. Notes and easements required by plat approval are shown on the final plat.

Legal Review: _____

Distribution: Jake Gabell
Janna Brown
Alex Feyen

Recommendation: Staff recommends the Board approve the final plat of the above referenced file.

Consent Agenda

Recommendation Acceptance: Yes No

Commissioner Luke Omodt, Chairman
Steve Bradshaw

Date: _____

Bonner County Planning Department

"Protecting property rights and enhancing property value"
1500 Highway 2, Suite 208, Sandpoint, Idaho 83864
Phone (208) 265-1458 - Fax (866) 537-4935
Email: planning@bonnercountyd.gov - Web site: www.bonnercountyd.gov



Board of County Commissioners Memorandum

February 6, 2024

To: Board of County Commissioners
From: Alex Feyen, Bonner County Planner
Subject: Final plat, MLD0058-23 Wild Goose Acres

The above referenced plat is a minor land division dividing one (1) 11.04-acre parcel into one (1) 5.01-acre lot and one (1) 6.03-acre lot. The property is zoned Rural 5 and meets the requirements of that zone. The property is served by individual wells, individual septic systems, and Northern Lights, Inc. The property is accessed off Dufort Road and Vay Road, both Bonner County-owned and maintained public rights-of-way. The parcel is located in a portion of Section 01, Township 55 North, Range 04 West, Boise Meridian, Idaho. The plat was approved by Bonner County on January 23, 2024.

The conditions of approval for this file have been completed. Notes and easements required by plat approval are shown on the final plat.

Legal Review: _____

Distribution: Jake Gabell
Janna Brown
Alex Feyen

Recommendation: Staff recommends the Board approve the final plat of the above referenced file.

Consent Agenda

Recommendation Acceptance: Yes No

Commissioner ~~Luke Omodt~~, Chairman
Steve Bradshaw

Date: _____



Bonner County Sheriff's Office

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

Memorandum

Date: January 30, 2024
To: Board of County Commissioners
From: Sheriff Daryl Wheeler
Re: Karpel Solutions - Purchase over \$5k

Description:

The Bonner County Sheriff's Office needs to pay the Annual Maintenance fee invoice in the amount of \$21,175.00. The SO/Prosecutors budget has adequate funds in its 34180-8950 Justice-General Exp/Software & Software Subscriptions to pay this invoice.

This Request has been approved by:

Auditing - Mike Rosedale

A handwritten signature in black ink, appearing to be "MR", written over a horizontal line.

Distribution:

Original to be sent to the Sheriff's Office
Copy to Auditor's Office

Recommendation Acceptance: yes no

Date: _____

Commissioner ~~Luke Omedt~~, Chairman

Steve Bradshaw

Karpel Solutions
9717 Landmark Parkway Drive
Suite 200
St. Louis, MO 63127
(314) 892-6300

Date	Invoice
01/30/2024	65751

Bill To:
 Bonner County Prosecuting Attorney's
 Office - ID
 Attn: Dixie Sherbon
 127 South First Ave.
 Sandpoint, ID 83864
 United States

Ship To
 Bonner County Prosecuting Attorney's
 Office - ID
 127 South First Ave.
 Sandpoint, ID 83864
 United States

Terms	Due Date	PO Number	Reference
Net 30 days	02/29/2024		Annual Billing for 2024-2025

Managed Services Details	Quantity	Price	Amount
Agreement PBK Annual Maintenance			
Annual PBK Maintenance	21.00	\$450.00	\$9,450.00
PBK External Agency& eSupoena	1.00	\$2,000.00	\$2,000.00
Additional Storage 12 TB/2TB Free 10 TB Billable	10.00	\$500.00	\$5,000.00
Agreement PBK Annual Hosting			
Annual PBK Hosting Fee	21.00	\$100.00	\$2,100.00
Agreement PBK Annual Hosted eDiscovery			
PBK E-Discovery Annual Service Fee	21.00	\$125.00	\$2,625.00
Total Managed Services Details:			\$21,175.00

Make checks payable to: Below Karpel Solutions 9717 Landmark Parkway Dr. Ste 200 St. Louis, MO 63127	Invoice Subtotal:	\$21,175.00
	Sales Tax:	\$0.00
	Invoice Total:	\$21,175.00
	Payments:	\$0.00
	Credits:	\$0.00
Balance Due:		\$21,175.00



PARKS AND WATERWAYS DEPARTMENT

1500 Highway 2, Suite 101 • Sandpoint, ID 83864 • Phone: (208) 255-5681 Ext. 4

February 13, 2024

Memorandum

Recreation
Consent
Item #1

To: Commissioners

From: Pete Hughes
Recreation Director

Re: East Bonner Snowmobile Invoice

East Bonner Snowmobiles haul trailer had to get outfitted with all new tires once deemed unsafe for the road. The wheels also had to be replaced due to a discontinued tire size. After receiving 3 quotes, Elite had the best price.

I am requesting permission to pay the attached invoice in the amount of \$5,612.28

Distribution: Copy to BOCC
Email copy to Pete Hughes

A suggested motion would be: Mr. Chairman, based on the information before us, I move to pay the attached invoice to Elite Tire & Suspension in the amount of \$5,612.28

Recommendation Acceptance: yes no

Date: _____

Commissioner ~~Luke Omodt~~, Chairman

Steve Bradshaw



* INVOICE * #138862

Elite Tire and Suspension
 800 Kootenai Cutoff Road
 Ponderay, ID 83852
 (208) 265-3603

Sold To:		ACCOUNT#: 106445
BONNER COUNTY RECREATION 1500 HWY 2 STE #101 SANDPOINT, ID 83864		DATE : 02/01/24 pete.hughes@bonnercountyid.gov PH. (208)255-5681 INVOICE #: 138862
Billed By: ADMIN Sold By: SOLOMON Tx:Y EX#:		S#:S Rt: A/R:CHARGE CT:R Park#/Delv/Pkup:

Quantity	Product #	Size/Description/Mfr#	TC	MC	DP	BIN#	Unit Price	F.E.T.	Ext.Amount

208-255-8408									

12	LABOR	FREIGHT				N	25.00		300.00
12	PART	STEEL DEXTER WHEEL 8 HOLE				C	165.00		1980.00
12	TIRE	2358016 HERCULES CARGO 14PLY					246.00	5.44	3017.28
48	PART	LUG NUT				C	5.00		240.00
12	VALVE LT	VALVE STEM				G	6.25		75.00

Merchandise	Services & Other	F.E.T.	Subtotal	Sales Tax	Total
5247.00	300.00	65.28	5612.28	0.00	5612.28

Notes: PO# RAY PECK Terms: 1 CHARGE DUE DATE AMT. DUE Misc. Adj. \$ 0.00
 106445 REF.#RAY PECK 03/10/24 5612.28 Cash or Check #: \$ 0.00
 Credit Card. . . : \$ 0.00

Balance . . . : 0 . . . \$ 5612.28

Received By:

A/R ACCOUNT UNPAID BALANCES WILL BE ACCESSED 12% PER ANNUM INTEREST AFTER 30 DAYS. UNPAID BALANCES AFTER 90 DAYS MAY BE REASSIGNED TO A COLLECTION AGENCY.





BONNER COUNTY ROAD & BRIDGE

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

**Road &
Bridge
Item #1**

Memorandum

Date: February 13th, 2024
To: Board of County Commissioners
From: Matt Mulder, PE – Staff Engineer - Road & Bridge Department
Re: MOU – Providence Road Weight Limit Exemption

Lippert Excavation has asked for consideration of an MOU with Bonner County Road and Bridge to be able to haul on Providence Road extending in from Hwy 200 to the Providence Subdivision entrance.

Providence Road is currently a gravel road, and as part of the Providence Subdivision conditions of approval, the developer and their contractor (Lippert Excavation) will be completely reconstructing Providence Road, including the base rock layers, ditches, and paving it with an asphalt surface in 2024.

Road and Bridge is in favor of this agreement as it damage to the road is inconsequential in light of the coming reconstruction. Lippert Excavation will be taking on maintenance responsibilities during spring breakup to ensure that the road remains passable to passenger vehicles, including hauling and placing new gravel if necessary due to mud. Lippert and/or the developer will be bond for all of the work proposed for the subdivision improvements, or a \$50,000 minimum performance bond for repairs to the road.

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

A suggested motion would be: **I move to approve this memorandum of understanding between Lippert Excavation and Bonner County Road and Bridge to allow hauling by Lippert on Providence Road.**

Recommendation Acceptance: Yes No _____ Date: _____
Commissioner Steve Bradshaw, Chairman

Weight Limits Waiver

Memorandum of Understanding

WHEREAS, Bonner County Road & Bridge Department ("Road & Bridge") occasionally imposes and enforces weight limits to certain public roads in Bonner County Idaho, as authorized in Bonner County Revised Code Title 2 Chapter 3; and

WHEREAS, Providence Road LLC (an Idaho limited liability company, owned and represented by Garry Schickedanz) ("Providence Road Subdivision") desires to exceed weight limits on a portion of the public roads within Bonner County Idaho; and

WHEREAS, Providence Road LLC desires to exceed weight limits on that portion of Providence Road, beginning at Highway 200 and extending northward seven hundred (700) feet ("The Road"); and

WHEREAS, Providence Road LLC will be reconstructing Providence Road in 2024 as part of the subdivision, including new base materials and an asphalt surface; and

WHEREAS, Road & Bridge and Providence Road LLC, herein desire to enter into a Memorandum of Understanding setting forth a waiver to exceed weight limits;

NOW THEREFORE,

Description of Waiver

Providence Road LLC, and entities it delegates for its own purposes, may exceed weight limits published by Road & Bridge, on The Road. Providence Road LLC, may not sell, grant, lease, or otherwise transfer this waiver to any other entity.

Conditions of Waiver

Providence Road LLC, shall, during periods when Road & Bridge shall publish weight limits for The Road:

- gather and store photographs to monitor the condition of The Road
- document and store trips that exceed published weight limits

If the condition of The Road declines faster than expected during periods of weight limits, and if Providence Road LLC, is determined to be the cause of the accelerated wear as determined by the Bonner County Road & Bridge Department using the records described herein, and by any common methods used in determining road failures, including but not limited to identifying pumping, mud boils, rutting, etc.), then Road & Bridge shall notify Providence Road LLC, within 120 days of the detected accelerated wear.

Providence Road LLC, shall maintain the road in a passable condition by normal passenger vehicles until the road is reconstructed, including hauling new gravel materials if necessary, and shall fairly compensate Road & Bridge for any accelerated wear caused by its trips that exceed published weight limits, up to and including the reconstruction of the

road, which is the ultimate intent. Said reconstruction will be by Providence Road LLC, and/or by contractor, Lippert Excavation & Pipeline, Inc., under the direction of the Road & Bridge Department. The Road & Bridge Department shall not be required to use County labor and equipment to repair/reconstruct the road.

Providence Road LLC, shall not be held responsible for accelerated wear caused by entities other than Providence Road LLC.

Timeline

This waiver shall remain in effect until June 1, 2024, or until Providence Road LLC, and/or Lippert Excavation & Pipeline, Inc. notifies Road & Bridge of its intent to cease exceeding published weight limits, whichever comes first.

Commitment

We, the undersigned, agree to and approve this Memorandum of Understanding. Lippert Excavation & Pipeline Inc., shall furnish a \$50,000.00 bond for repairs of the road, to be held by and for the benefit of the Bonner County Road & Bridge Department in case repairs are needed and the work is not performed.

Garry Schickedanz

Member, Providence Road LLC

Harley Lippert

President, Lippert Excavation & Pipelines

Luke Omodt, Chairman

Bonner County Board of Commissioners

Steven Bradshaw

Bonner County Board of Commissioners

Asia Williams

Bonner County Board of Commissioners



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

February 13, 2024

To: Commissioners

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

Re: Professional Services Agreement for Engineer of Record (EOR) for Rapid Lightning Bridge #5

R&B
Item #2

In 2016 Bonner County was awarded a Federal-Aid Bridge Grant to replace Rapid Lightning Bridge #5. In 2018 Bonner County signed the Local-State Agreement to move the project forward and on October 8th, 2019 Bonner County and LHTAC awarded design of the bridge to WH Pacific, Inc, which is now doing business as NV5. The design was completed in 2022, and the project was bid for construction in 2023, and construction will begin this year (2024) and is anticipated to last 2 years.

Time has arrived to award an engineer of record (EOR) professional services agreement (PSA) to WH Pacific, Inc. An EOR involves the design engineers doing review and support work during construction, including reviewing submittals from the contractor to ensure that their proposals satisfy the design criteria, handling requests for additional information, reviewing change orders, and other work which will take the project through the construction. The fee associated with this PSA will be a not-to-exceed amount of \$48,796.00.

Total project cost will be approximately \$4,300,000.00. Of that, Bonner County previously paid a match of 7.34% for the design phase of the project, totaling \$41,740.23. **We will pay zero match** on the this PSA or any other portion of the construction phase because of the additional monies that have been allocated to the Federal-Aid Bridge Program by the Federal Government via the 2021 Bipartisan Infrastructure Law.

Distribution: 1 Original signed by the BOCC to Road & Bridge
 1 Copy signed by the BOCC to Road & Bridge
 1 Copy to BOCC

Legal Review LHTAC/ITD standard agreement previously reviewed by legal

A suggested motion would be: **I move to approve this professional services agreement with LHTAC & WH Pacific, Inc. for engineer of record services for the Rapid Lightning Bridge #5 and to allow the Board to sign the agreement.**

Recommendation Acceptance: yes no _____ date: _____
Commissioner Steve Bradshaw, Chairman

**Idaho Transportation Department
Local Professional Services Agreement**

Agreement #: 96804

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 WHPacific, Inc. d/b/a NV5, whose address is 690 S. Industry Way, Suite 10, , Meridian, ID, 83642, 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):

<u>Project Name</u>	<u>Project #</u>	<u>Key #</u>
OFFSYS, RAPID LIGHTNING CR BR #5, BONNER CO	A020(207)	20207

SUBCONSULTANTS

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

Welch Comer and Associates, Inc.
GeoEngineers, Inc.

AGREEMENT ADMINISTRATOR

This Agreement shall be administered by Megan Kautz, LHTAC Resident Engineer; (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. 1L** 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 **11/10/2025**.
- 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: **\$48,796.00**
 2. Additional Services Amount: **\$0.00**
 3. Total Agreement Amount: **\$48,796.00**
- 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 **\$48,796.00** 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.

WHPACIFIC, INC. D/B/A NV5

Consultant

By: *[Signature]*

Title: *Operations Manager*

BONNER COUNTY

Local Sponsor

By: _____

Title: _____

**IDAHO TRANSPORTATION
DEPARTMENT**

By: _____

Title: _____

ATTACHMENT NO. 1L

CONSULTANT AGREEMENT SPECIFICATIONS

These specifications supplement Local Professional Services Agreements and shall be attached to said Agreements.

A. DEFINITIONS

1. **Administrator:** Person directly responsible for administering the Professional Services Agreement (Agreement) on behalf of the 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 work tasks, their durations, milestones and their dates, and 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/Sponsor 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, 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. **Per Diem Rates:** Per Diem will be reimbursed at actual cost. However, reimbursements shall not exceed the current approved rates. The current rates are listed on the following Web site: <http://itd.idaho.gov/business/?target=consultant-agreements> .
17. **Standard of Care:** The level or quality of service ordinarily provided by normally competent practitioners of good standing in that field, contemporaneously providing similar services in the same locality and under the same circumstances.
18. **State:** Normally "State" refers to the Idaho Transportation Department.
19. **Sponsor:** The "Sponsor" refers to the local public agency.
20. **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.

B. STANDARDS OF PERFORMANCE

Except as otherwise specifically provided for in the Consultant's Scope of Work, the Consultant agrees that all work performed under the Agreement will be performed in accordance with Idaho Transportation Department Standards and other appropriate standards with generally acceptable standard of care. When the work is of a nature that requires checking, the checking shall be performed by a qualified person other than the one who performed the work.

C. AGREEMENT ADMINISTRATOR

The Agreement Administrator will administer the 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, completion of milestones, and acceptable fulfillment of the 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 reviews performed by the State or their representatives.

D. 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 the Agreement. The specific individuals or Subconsultants listed in this 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.

E. SUBCONSULTANTS

The Consultant shall have sole responsibility for the management, direction, and control of each Subconsultant and shall be responsible and liable to the Sponsor 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 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.

F. 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 and specify the milestone(s) for which the PSA represents. The Sponsor 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. The Consultant's work of this Agreement will be divided into milestones, each governed by a separate PSA. 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 and shall identify the need for additional authorization via issuance of the next PSA. The Administrator must concur with the Consultant prior to the issuance of the next PSA.
3. The Agreement is lump sum, unit cost, or cost plus fixed fee amount as indicated in this Agreement and may include an Additional Services amount for possible extra work not contemplated in the 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 authorized and performed under a PSA issued by the State specifically for the extra work. Should the Sponsor request that the Consultant perform additional services, 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.

G. PROJECT SCHEDULING

All negotiated agreements shall be accompanied by a critical path method schedule (CPM Schedule). The CPM Schedule will list the work tasks for the Agreement, their duration, negotiated milestones and their completion dates, including State/Local review periods. The format of this schedule shall be agreed on prior to signing the Agreement.

Along with the monthly progress report, the Consultant shall provide monthly CPM Schedule updates to the Agreement Administrator for approval. The CPM schedule shall show project percent completed on each task.

H. MONTHLY PROGRESS REPORT

The Consultant shall submit to the State a monthly progress report on Form ITD-771, as furnished by the State. When no work will be performed for a period of time, this requirement can be waived by written notice from the Agreement Administrator. However, at such time as work re-commences, the monthly progress reports shall resume.

The Consultant shall provide monthly progress schedule (CPM) updates to the Agreement Administrator.

The monthly progress report and schedule update will be submitted by the tenth of each month following the month being reported or as otherwise agreed to in the approved scope of work.

The Agreement Administrator will review the progress report and submit approved invoices for payment within two weeks of receiving the invoice, the associated monthly report and the schedule update.

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

I. 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 no later than 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 invoice cost less the fixed fee for the work satisfactorily completed for each invoicing 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 Sponsor 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 PSA or Supplemental Agreement has been completed. No further progress payments will be made until all work under the Agreement has been satisfactorily accomplished and accepted by the Sponsor. If at any time, the Sponsor determines that the work is not progressing in a satisfactory manner, further payments may be suspended or withheld for sums that are deemed appropriate for unsatisfactory services.
3. Final payment of all amounts retained shall be due 60 days after all work under the Agreement has been completed by the Consultant and accepted by the Sponsor. 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 BID OPENING milestone. If the project is deemed by the Sponsor to be ready for advertisement, but advertisement is postponed at no fault of the Consultant, any incentive earned will be paid.
5. Payments to Subconsultants

The 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 under this Agreement, in accordance with 49 CFR, Part 26. The Consultant shall return retainage 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.

J. 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 Agreement, other than a bona fide employee of the firm;

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

- b. The Sponsor warrants that the above Consultant or its representative has not been required, directly or indirectly as an expressed or implied condition in connection with obtaining or carrying out this Agreement.

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, the State, or the Sponsor, 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.

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 Sponsor.

- a. Increase in the work required by the Sponsor due to unforeseen circumstances.
- b. Revision in the work required by the Sponsor 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 Sponsor.
- d. Reduction in the work required by the Sponsor due to unforeseen circumstances.

An increase in compensation will be considered when Department Design Standards or expectations have changed from the time of negotiation.

Adjustment in compensation for either an increase or reduction in work shall be on a negotiated basis arrived at by mutual agreement between the Sponsor and the Consultant. During such

negotiations the Sponsor 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 Sponsor 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 Sponsor 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 Sponsor and the Consultant after study of the change in scope of the work.

4. DELAYS AND EXTENSIONS

Time adjustment may occur when the negotiated scope of work is increased or reduced through mutual agreement of the State and the Consultant.

Extensions of time may be granted for the following reasons:

- a) 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.
- b) Additional work ordered in writing by the Sponsor.
- c) Department Design Standards have changed or expectations have changed from the time of negotiation.

5. TERMINATION

The Sponsor may terminate or abandon this Agreement at any time, without further obligation, upon giving notice of termination as hereinafter provided, for any of the following reasons:

- a. Evidence that progress is being delayed consistently below the progress required in the current approved CPM Schedule.
- b. Continued submission of sub-standard work.
- c. Violation of any of the terms or conditions set forth in the Agreement, other than for the reasons set forth in a. and b. above.
- d. At the convenience of the Sponsor.

Prior to giving notice of termination for the reasons set forth in a through c above, the Sponsor shall notify the Consultant in writing of any deficiencies or default in performance of the terms of this Agreement, and Consultant shall have ten (10) days thereafter in which to correct or remedy such default or deficiency. Upon their failure to do so within said ten (10) days, or for the reasons set forth in c above, such notice of termination in writing shall be given by the Sponsor. 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 Sponsor. Upon receipt by the Sponsor of said documents, payment shall be made to 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 Sponsor and 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 mediation or arbitration. Consultant agrees that any mediation or arbitration hearing shall be conducted in Boise, Idaho. Consultant and Sponsor agree to be bound by the mediation agreement or the decision of the arbitration. Expenses incurred due to the mediation or arbitration will be shared equally by the Consultant and the Sponsor.

7. ACCEPTANCE OF WORK

- a. The Consultant represents that all work submitted shall be in accordance with generally accepted professional practices and shall meet tolerances of accuracy required by State practices and procedures.
- b. Acceptance of work will occur at phases appropriate to the terms of the Agreement and level of detail required by the State in its project development procedures.
- c. It is understood by the Consultant that the Sponsor is relying upon the professional expertise and ability of the Consultant in performance of the Agreement. Any examination of the Consultant's work product by the State/Sponsor will not be considered acceptance or approval of the work product which would relieve the Consultant for any liability or expense. Consultant is solely responsible for the propriety and integrity of its work product.

Acceptance or approval of any portion of Consultant's work product by the Sponsor for payment, partial or final, shall not constitute a waiver of any rights the Sponsor may have against the Consultant. If due to errors, omissions and negligent acts by the Consultant, or its Subconsultants, agents or employees, in its work product, the Consultant shall make corrections to its work product at no expense to the Sponsor. The Consultant shall respond to the Sponsor'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. This may include, if directed by the Sponsor, visits to the site of the work.

If the Consultant discovers errors or omissions in its work product, 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 Sponsor due to negligent acts, errors or omissions by the Consultant in its work product 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 the preparation of the plans, study, or report, shall become the property of, and be delivered to, the Sponsor without restrictions or limitations of their further use. Any use of these materials by the Sponsor for purposes other than intended under this agreement shall be at the risk of the Sponsor. 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. AERIAL PHOTOGRAPHY

After aerial photography has been flown, processed and checked for coverage, the negatives shall be sent to the State at the address indicated on the Agreement for evaluation, labeling, and prints or diapositives as needed by the District and the Consultant. The negatives shall become the property of the State. Along with the negatives, the Consultant shall also deliver the Report of Calibration for the aerial camera used for the aerial photography, the flight maps, and the flight log. Once complete, a copy of the mapping shall be placed on a CD-ROM and sent to the address specified in the Agreement.

10. CADD SPECIFICATIONS

Two copies of all drawings shall be furnished to the Department upon completion of the contract. One copy shall be a durable reproduction of the drawing stamped and signed by the Engineer. An electronic stamp is acceptable, provided it is registered and approved with the Board of Professional Engineers and Land Surveyors. Roadway plans shall be furnished on 11" x 17" sheets. Structures plans shall be furnished on 22" x 34" sheets. The other copy shall be an electronic drawing file in a MicroStation .DGN file format. Electronic files shall be delivered in one of the following:

- a. Placed within ITD's ProjectWise DataSource (See CADD Manual for proper locations for file storage)
- b. Standard CD/DVD-ROM Format

Files shall be developed with MicroStation software, SS4 Version 8.11X or higher; or converted to the MicroStation .DGN file format with all conversion errors corrected prior to delivery. If the consultant elects to convert files from other CADD software to the .DGN format, the consultant may be required at various times during the contract period to provide proof that all conversion errors can be corrected.

Refer to the CADD Manual for a complete set of CADD Standards. The manual is available at the following website: <http://apps.itd.idaho.gov/apps/manuals/manualonline.html>.

11. GEOTECHNICAL AND MATERIALS WORK

If geotechnical and materials work is required under this Agreement, the Consultant must ensure that any Subconsultant performing geotechnical and materials work be involved in the final design review. This does not mean that the geotechnical and materials Subconsultant must attend the actual final design review meeting, but does mean that the Subconsultant, will at a minimum, participate in the final design plans and proposal review to assure that all geotechnical and materials recommendations/issues it raised concerning the project have been addressed, or notify the Consultant of any outstanding issues.

12. HIGHWAY CONSTRUCTION ESTIMATING PROGRAM

The Idaho Transportation Department has adopted the Trns.Port Estimator™ Highway Construction Cost Estimation software package as the standard for developing all highway construction cost estimates. Consultants who prepare PS&E (Plans, Specifications and Estimate) packages for submittal to ITD are required to use Estimator. Further information is available at the following Web Site: <http://itd.idaho.gov/business/?target=consultant-agreements>.

13. INDEMNITY

- a. Concerning claims of third parties, the Consultant shall indemnify, and hold harmless and defend the Sponsor from any and all 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 in the prosecution of the work which is the subject of this Agreement.
- b. Concerning claims of the Sponsor, the Consultant shall assume the liability and responsibility for negligent acts, errors or omissions caused by the Consultant or a Subconsultant or their agents or employees to the design, preparation of plans and/or specifications, or other assignments completed under this Agreement, to the standards accepted at the time of the Final Design Review, other established review periods.
- c. 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 Sponsor 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.

14. 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 \$1,000,000.00 per occurrence, professional liability insurance in the amount of \$1,000,000.00, and worker compensation insurance in accordance with Idaho Law.

The professional liability insurance coverage shall remain in force and effect for a minimum of one (1) year after acceptance of the construction project by the State (if applicable), otherwise for one (1) year after acceptance of the work by the State.

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.

15. ENDORSEMENT BY ENGINEER, ARCHITECT, LAND SURVEYOR, AND GEOLOGIST

Where applicable, the Professional Engineer, Architect, Land Surveyor, or Geologist in direct charge of the work or portion of work shall endorse the same. All plans, specifications, cost summaries, and reports shall be endorsed with the registration seal, signature, and date of the Idaho professional in direct charge of the work. In addition, the firm's legal name and address shall be clearly stamped or lettered on the tracing of each sheet of the plans. This endorsement certifies design responsibility in conformance with Idaho Code, ITD's Design Manual, and acceptance of responsibility for all necessary revisions and correction of any errors or omissions in the project plans, specifications and reports relative to the project at no additional cost to the State based on a reasonable understanding of the project at the time of negotiation.

16. LEGAL COMPLIANCE

The Consultant at all times shall, as a professional, 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 and in accordance with the general standard of care. 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.

17. SUBLETTING

The services to be performed under this Agreement shall not be assigned, sublet, or transferred except by written consent of the Sponsor. 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.

18. 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.

19. PATENTS AND COPYRIGHTS

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

20. NONDISCRIMINATION 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.
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);
- 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).

21. 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.

22. 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:

- 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.

23. 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.

24. 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.

**SCOPE OF SERVICES FOR
CONSTRUCTION ASSISTANCE SERVICES
ENGINEER OF RECORD CONTRACT (EOR)**

PROJECT NO.: A020(207)

KEY NO.: 20207

DATE: October 23, 2023

This scope of work is to provide Construction Assistance Services including submittal reviews once the project is awarded, responding to questions that arise during construction and completing a bridge load rating upon completion of construction under the general direction of the assigned LHTAC Resident Engineer, for construction of the RAPID LIGHTNING CR. BR. #5 project located in Bonner County, Idaho. WHPacific (CONSULTANT) intends to provide the LHTAC with the Engineer of Record (EOR) personnel necessary to complete the contract scope of work as detailed below. CONSULTANT intends to utilize Welch Comer (SUBCONSULTANT), as a resource for roadway questions and reviews. GeoEngineers (SUBCONSULTANT), as a resource for material/geotechnical related questions and reviews.

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

1. **Submittal Review** – CONSULTANT will review submittals as needed after the project has been awarded to the CONTRACTOR. Submittal reviews anticipated include:
 - 502-380A Prestressed WF Girder 42" Depth
 - 503-010A Metal Reinforcement Schedule No. 1
 - 503-015A Metal Reinforcement Schedule No. 2
 - 503-020A Epoxy Coated Metal Reinforcement
 - 504-030A Three Tube Curb Mount 42" High Rail
 - 584-005A Temporary Shoring
 - Miscellaneous submittals as needed (3)

This will include time to re-review submittals that were not originally approved and sent back to the Contractor for additional information, revisions or needed changes.

2. **Construction Assistance/Requests for Information** – CONSULTANT will respond to questions by the Resident Engineer as needed to evaluate issues that are encountered during construction. This will include phone call inquiries about the plans and specifications. Formal written Requests for Information (RFIs) will also be reviewed and will be addressed with a written response.
 - 2.1 Answer phone call questions and requests for clarification
 - 2.2 Address formal written RFIs that are submitted

Assumptions

- a. It assumed that eight (4) RFIs will be addressed.

3. **Change Order Support** – CONSULTANT will provide change order support including engineering

management, and engineering design. All drafting and plan sheet development will be developed by the Contractor.

4. **Submittal Log** - A Submittal log will be prepared at the start of the project to track correspondence from LHTAC to the CONSULTANT team. This log will be updated for each shop drawing and contractor submittal, and requests for information to track submittal and approval dates and review times. The Submittal Log will include the bid item number, the contractor submittal number, CONSULTANT submittal number, submittal description, date received, who the submittal was assigned to, date the submittal was responded to, and notes for the submittal. The Submittal Log will be provided upon request to LHTAC.
5. **Administration** -The following subtasks will be necessary to administer the project:
 - 5.1 Set up project files - Establish the electronic file system
 - 5.2 Maintain project files and correspondence
 - 5.3 Monthly Progress Reports and Invoices
 - 5.4 Project Close-out - At the completion of the project, CONSULTANT will review financial data, send a final invoice and confirm that final payment has been received. Project, financial, and support electronic and hard copy files will be archived. Files will be cataloged and stored electronically and/or physically for future retrieval.
6. **Bridge Load Rating** – Once final girder shop drawings have been approved, Consultant will perform the load rating for the bridge in accordance with the *Idaho Manual for Bridge Evaluation, 2021 Edition* and with AASHTOWare’s Bridge Rating (BrR) computer program. The load rating will include both LRFR and LFR in the BrR model. The *Manual for Bridge Evaluation, 3rd Edition, with 2021 Interim Revisions (MBE)* will be utilized. Quality Assurance and Quality Control will be in accordance with ITD Bridge Design Manual Article 0.09.

Assumptions

- a. LHTAC will provide all the necessary information from the Load Rating Information Checklist.
- b. If the Live Load Distribution Factors calculated by BrR are not correctly computed then supporting calculations with the correct LLDfS will be provided.

Deliverables

- a. BrR file (.XML electronic file only)
 - b. Idaho Bridge Load Rating Summary Form (.XLS electronic file only)
 - c. Stamped & Signed LRFR Load Rating Summary Sheet by a State of Idaho Professional Engineer (hard copy and electronic PDF & Excel file)
 - d. Supporting calculations, if required (hard copy and PDF electronic files)
7. **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 professional services from February 1, 2024 To November 10, 2025.
 8. **Professional Service Fee** - CONSULTANT will invoice the LHTAC Resident Engineer monthly for professional services described in this Scope of Work. CONSULTANT will invoice monthly the LHTAC

Resident Engineer for professional labor and reimbursable expenses and will bill only for the efforts actually expended toward the project in accordance with the provisions of the Agreement for this work.

DRAFT

WHPacific
 Rapid Lightning CR BR #5 - EOR
 Prj. No.: A020(207)
 Key No.: 20207

Task	Project Manager	Quality Control Engineer	Bridge Engineer	Bridge CADD	Clerical
1.0 Submittal Review					
502-380A Prestressed WF Girder 42" Depth			4		
503-010A Metal Reinforcement Schedule No. 1			3		
503-015A Metal Reinforcement Schedule No. 2			3		
503-020A Epoxy Coated Metal Reinforcement			3		
504-030A Three Tube Curb Mount 42" High Rail			3		
584-005A Temporary Shoring			3		
Misc. Submittals (3)			10		
1.0 Submittal Review Total	0	0	29	0	0
2.0 Construction Assistance/RFI's					
RFI's - (4)			8		
2.0 RFI's Total	0	0	8	0	0
3.0 Change Order Support					
Coordination with Subconsultants	4		2		
Review change orders for bridge portion	4		4		
Develop bridge plans			20	0	
Internal Review		12			
3.0 Change Order Support Total	8	12	26	0	0
4.0 Submittal Log					

Task	Project Manager	Quality Control Engineer	Bridge Engineer	Bridge CADD	Clerical
Develop and Update	10				
4.0 Submittal Log Total	10	0	0	0	0
5.0 Administration					
Setup Files	3				2
Maintain Project Files and Coorespondance	10				
Monthly Progress Reports and Invoices	20				20
5.0 Administration Total	33	0	0	0	22
6.0 Bridge Load Rating					
Develop load rating		8	30		
6.0 Bridge Load Rating Total	0	8	30	0	0
OVERALL TOTAL	51	20	93	0	22
TOTAL HOURS	186				

WELCH COMER MANHOOR ESTIMATE SUMMARY

CONSULTANT NAME: Welch Comer Engineers
 PROJECT NAME: Rapid Lightning Bridge No. 5
 PROJECT NUMBER: A020(207)
 KEY NUMBER: 20207

A. SUMMARY ESTIMATED MAN-HOUR COSTS

Labor Code	Initials	Classification	Man-Days	=	Man-Hrs	@	2.7076		=	\$	Loaded Labor Cost
							Current Raw Hrly Rate	Current Loaded Rate			
15	M. Cleveland	Sr. Project Manager	0.5	=	4.00	@	\$70.67	\$191.35	=	\$	765.38
28	A. Dorsey	Engineer VI	1.875	=	15.00	@	\$52.88	\$143.18	=	\$	2,147.67
30	J. Griffing	Engineer III	1.875	=	15.00	@	\$44.28	\$119.89	=	\$	1,798.39
83	S. Sonnen	Engineering Designer I	1	=	8.00	@	\$38.46	\$104.13	=	\$	833.07
85	L. Turner	Sr. Project Admin	0.125	=	1.00	@	\$33.65	\$91.11	=	\$	91.11
TOTAL LOADED LABOR COSTS:										\$	5,635.63

B. PAYROLL, FRINGE BENEFIT COSTS & OVERHEAD

Total Raw Labor Cost	\$	5,635.63	X	Approved Home Rate	144.52%
Total Raw Labor Cost	\$	-	X	Approved Field Rate	55.20%

C. NET FEE

Total Raw Labor & Overhead Cost	\$	5,635.63	X	NET FEE	10.5%
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D. PAYROLL, FRINGE BENEFITS COSTS & FCCM

Total Raw Labor Cost	\$	5,635.63	X	Approved Home Rate	0.0057
Total Raw Labor Cost	\$	-	X	Approved Field Rate	0.004

D. OUT-OF-POCKET EXPENSE SUMMARY

	Estimated Amount	@	\$	Unit Cost	=	\$	Estimated Expense
1	Travel Expense - Mileage	@	\$	0.655	=	\$	-
2	Reproductions	@	\$	-	=	\$	-
3	Mail/Postage/Delivery Fees	@	\$	-	=	\$	-
4	GPS	@	\$	60.00	=	\$	-
TOTAL ESTIMATED EXPENSE:							\$ -

E. SUBCONSULTANTS

	Est. Expense
1	= \$ -
2	= \$ -
TOTAL ESTIMATED EXPENSE:	
	\$ -

TOTAL	=	\$	5,636.00
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Project Name: Rapid Lightning Bridge No. 5, Bonner Co.
 ITD Project Number: A020(207)
 Key No: 20207
 Prepared By: M. Cleveland
 WC Project Number:

		M. Cleveland	A. Dorsey	J. Griffing	S. Sonnen	L. Turner		
		15	28	30	83	85		
		Sr. Project Manager	Engineer VI	Engineer III	Engineering Designer I	Sr. Project Admin	TOTAL HRS	
TASK 1	ENGINEER OF RECORD	4	15	15	8	1	43	
1.1	Miscellaneous Submittals		3	3		1	7	
1.2	Respond to Requests for Information	2	6	6	4		18	
1.3	Change Order Support	2	6	6	4		18	
		TOTALS						
TOTAL HOURS		4	15	15	8	1	43	

LHTAC Rapid Lightning Bridge #5

January 15, 2024

A1 GeoEngineers Labor				
	Staff	Hours	Loaded Rate	Labor Cost
1	Associate	18	\$259.57	\$4,672.21
2	Senior Engineer	18	\$205.73	\$3,703.16
3	Staff Engineer	0	\$136.24	\$0.00
5	CAD	4	\$115.16	\$460.64
6	Admin	8	\$105.41	\$843.30
Labor Total		48		\$9,679.30
Approved OH Rate		Net Fee	FCCM Rate	
209.10%		9%	0.40%	
B1 Expenses				
	Item	Estimated Amount	Unit Cost	Estimated Expense
1	Mileage	0	\$0.670	\$0.00
GeoEngineers Expenses Total				\$0.00
GeoEngineers Total				\$9,679.30
C1 Subcontractors				
	Subconsultant/Subcontractors	Estimated Expense		
1	Drilling	\$0.00		
2	Traffic Control	\$0.00		
Subconsultant/Subcontractor Total				\$0.00
TOTAL AGREEMENT AMOUNT				\$9,679.30

GEOENGINEERS 		GeoEngineers (GEI) Worker Hours						
LHTAC Rapid Lightning Bridge #5		Totals	Associate	Senior Engineer	Staff Engineer	CAD	Admin	Sub Total
January 15, 2024		Labor Hours						
Scope Item								
1 Submittal Review		8	4	4				8
2 Construction Assistance/RFIs		10	4	6				10
3 Change Order Support		16	4	8		4		16
4 Summittal Log		0						0
5 Administration		14	6				8	14
6 Bridge Load Rating		0						0
	Total	48	18	18	0	4	8	48
	Labor hour Total	48	18	18	0	4	8	48



Bonner County Justice Services

4002 Samuelson Avenue, Sandpoint, ID 83864 * Phone (208) 263-1602

February 13, 2024

Memorandum

Justice Services
Item #1

To: Bonner County Commissioners

From: Ron Stultz, Director

Re: Purchase of 2024 Chevrolet Equinox

It is recommended that the Board of County Commissioners approve the purchase of a 2024 Chevrolet Equinox from Taylor & Sons Chevrolet, Ponderay, Idaho for the sum of \$28,757.00 for use by Juvenile Detention staff in the transportation of persons housed in juvenile detention in Bonner County, Idaho and the day-to-day business of the Justice Services department. Payment for the referenced vehicle will be made from Lottery Tax money.

Distribution: Send directly back to Justice Services

A suggested motion would be: I move to approve the purchase of a 2024 Chevrolet Equinox from Taylor & Sons Chevrolet, Ponderay, Idaho for the sum of \$28,757.00 for use by Juvenile Detention staff in the transportation of persons housed in juvenile detention in Bonner County, Idaho and the day-to-day business of the Justice Services department. Payment for the referenced vehicle will be made from Lottery Tax money.

Recommendation Acceptance: yes no _____ Date: _____

Commissioner Luke Omedt, Chair

Steve Bradshaw

Approved by Auditor's Office- _____

Nancy Twineham

Taylor & Sons Chevrolet		
476751 HWY 95 N - PONDERAY, ID 83852 Phone: 208-263-2138		
Purchase Date: 01/31/24 Salesperson: ALEXUS KUMP	Cash Disclosure	Phone: 208-263-2138 Fax: 208-263-0089

Buyer: BONNER COUNTY 1500 HWY 2 Sandpoint, ID 83864 Work: 208-283-1602 Bus. Email: ron.stultz@bonnercountyid.gov	Co-Buyer:
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Purchased Vehicle				
Stock #	Vehicle	Color	Miles	VIN
Y125	2024 CHEVROLET EQUINOX LS	WHITE	0	3GNAXSEG5RL229797

Purchases & Fees		
Selling Price	Selling Price	\$28,757.00
Taxes	Tax 1	\$0.00
	Total Cash Price	\$28,757.00

Monies Received		
Trades	Total Trade Allowance	\$0.00
	Total Trade Payoff	\$0.00
	Total Trade Net	\$0.00
Down Payment:	Cash Deposit	\$0.00
	Cash Down Payment	\$0.00
	Deferred Cash	\$0.00
	Total Credits	\$0.00
	Total Cash Price	\$28,757.00
	Total Credits (-)	\$0.00
	Balance Due	\$28,757.00

Signature: _____



BONNER COUNTY

HUMAN RESOURCES/RISK MANAGEMENT

1500 Highway 2, Suite 337, Sandpoint, Idaho 83864

Telephone: (208) 265-1456

Fax: (208) 265-1457

HR ITEM #1

To: Commissioners
From: Alissa Clark, HR Director, Human Resources
Re: BOCC Administrative Legal Assistant job description update
Date: February 13, 2024

Bonner County is requesting approval to update BOCC Administrative Legal Assistant/Deputy Clerk Job description:

Changes to reflect proper job title, and supervisor.

I hereby make a motion: Based on the information before us I move to approve commencing with approval of a revised Job description for BOCC Administrative Legal Assistant, BOCC/Clerk Department effective February 13,2024.

Recommendation Acceptance: yes no _____ Date: _____
Commissioner Steve Bradshaw, Chairman

JOB TITLE: **Administrative Legal Assistant**
DEPARTMENT: BOCC Office Administration
Risk Management
SUPERVISOR: Prosecutor; Civil Prosecutor
BOCC Office Manager
SUPERVISION EXERCISED: None
EXEMPT STATUS: Non Exempt
LAST REVISION: 7/2019
BOCC APPROVAL 7/16/2019

Job Scope

Summary: Assist Deputy Civil Prosecutor in handling legally complex SIR and BOCC projects including but not limited to:

- #1. BOCC Office administrative duties/Deputy Clerk
- #2. Complex Public Records Requests Responses;
- #3. Complex Road Validation Petitions;
- #4. Litigation Research Assistance/Paralegal;
- #5. Gathering information subject to litigation holds;
- #6. Preliminary investigation of tort claims;
- #7. Responsible for contract management
- #8. Assist Civil Prosecutor with Board of Guardian

Other Information: Work involves a high degree of complexity in widely diverse work situations. The SIR Legal Assistant works under the supervision of relevant Civil Deputy. Prosecutor's Work is of a confidential and sensitive manner. Work is typically performed in an office environment with intermittent stress due to deadlines and nature of the work. BOCC administrative duties typically are required June-August. May require occasional travel.

Essential Functions

The essential functions include, but are not limited to, the following duties and responsibilities which are not listed in any particular order of priority and may be amended or added to by the Prosecutor at any time:

1. Assists in Westlaw research and searching and retrieving relevant records;
2. Public Records Custodian – Assists with reviewing and responding to complex records requests;
3. Assists Civil Deputy Prosecutors and outside counsel with internal research;
4. Creates and maintains files and e-files for active tort claims;
5. Assists HR and Risk Management with assigned tasks and research related to Risk Management and employment liability;
6. Assists the BOCC Office Manager with assigned tasks, research, and clerks meetings as needed;
7. Supports and responds to any of the BOCC on project work as needed.
8. Responsible for managing outside contracts.
9. Files and maintains necessary documents for Board of Guardian
10. Attends and takes notes from the Board of Guardian meetings

Job Specifications

1. Sufficient combination of knowledge, skills and abilities so as to competently perform the essential functions of the job. High school diploma required with additional post-high school training in related field.

2. Ability to conduct legal research, analysis and writing.
3. Proficient grammar skills as used in the composing and proofreading of documents, memos, and other correspondence.
4. Proficient knowledge in Word, Adobe, and Google Docs.
5. Ability to take notes and clerk meetings
6. Ability to work effectively with minimal supervision, under pressure, within time constraints.
7. Ability to handle and professionally communicate confidential and sensitive information.
8. Ability to communicate effectively, both orally and in writing.
9. Ability to develop and maintain harmonious working relationships with others, both inside and outside the organization.
10. Ability to file legal documents in iCourt.

Working Conditions

Ability to perform those physical activities necessary to complete the essential functions of the job, either with or without reasonable accommodation. Requires continual communication (hearing and talking, both in person and over the telephone); walking, and repetitive motions. Requires good general vision.

This job description is not an employment agreement or contract and management reserves the right to modify when necessary.

I have reviewed and agree this Job Description accurately reflect the current responsibilities of my position. I also acknowledge that it will be placed in my Personnel File.

Signature: _____ Date: _____

Please Print Name: _____

JOB TITLE: **BOCC Administrative Legal Assistant/Deputy Clerk**
DEPARTMENT: BOCC Office Administration
SUPERVISOR: Risk Management
SUPERVISION EXERCISED: Prosecutor; Civil Prosecutor
EXEMPT STATUS: BOCC Office Manager-BOCC/Clerk
LAST REVISION: None
BOCC APPROVAL: Non Exempt
7/2019
7/16/2019

Job Scope

Summary: Assist Deputy Civil Prosecutor in handling legally complex SIR and BOCC projects including but not limited to:

- #1. BOCC Office administrative duties/Deputy Clerk
- #2. Complex Public Records Requests Responses;
- #3. Complex Road Validation Petitions;
- #4. Litigation Research Assistance/Paralegal;
- #5. Gathering information subject to litigation holds;
- #6. Preliminary investigation of tort claims;
- #7. Responsible for contract management
- #8. Assist Civil Prosecutor with Board of Guardian

Other Information: Work involves a high degree of complexity in widely diverse work situations. The SIR Legal Assistant works under the supervision of relevant Civil Deputy Prosecutor's Work is of a confidential and sensitive manner. Work is typically performed in an office environment with intermittent stress due to deadlines and nature of the work. BOCC administrative duties typically are required June-August. May require occasional travel.

Essential Functions

The essential functions include, but are not limited to, the following duties and responsibilities which are not listed in any particular order of priority and may be amended or added to by the Prosecutor at any time:

1. Assists in Westlaw research and searching and retrieving relevant records;
2. Public Records Custodian – Assists with reviewing and responding to complex records requests;
3. Assists Civil Deputy Prosecutors and outside counsel with internal research;
4. Creates and maintains files and e-files for active tort claims;
5. Assists HR and Risk Management with assigned tasks and research related to Risk Management and employment liability;
6. Assists the BOCC Office Manager with assigned tasks, research, and clerks meetings as needed;
7. Supports and responds to any of the BOCC on project work as needed.
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9. Ability to develop and maintain harmonious working relationships with others, both inside and outside the organization.
10. Ability to file legal documents in iCourt.

Working Conditions

Ability to perform those physical activities necessary to complete the essential functions of the job, either with or without reasonable accommodation. Requires continual communication (hearing and talking, both in person and over the telephone); walking, and repetitive motions. Requires good general vision.

This job description is not an employment agreement or contract and management reserves the right to modify when necessary.

I have reviewed and agree this Job Description accurately reflect the current responsibilities of my position. I also acknowledge that it will be placed in my Personnel File.

Signature: _____ Date: _____

Please Print Name: _____



BONNER COUNTY

HUMAN RESOURCES/RISK MANAGEMENT

1500 Highway 2, Suite 337, Sandpoint, Idaho 83864

Telephone: (208) 265-1456

Fax: (208) 265-1457

HR ITEM #2

To: Commissioners
From: Alissa Clark, HR Director, Human Resources
Re: New Marine Division Maintenance Supervisor (PT)
Date: February 13, 2024

Bonner County is requesting approval to create Marine Division Maintenance Supervisor (PT) JD

I hereby make a motion: Based on the information before us I move to approve commencing with approval of a New Job description for Marine Division Maintenance Supervisor, SO Marine Department effective February 13, 2024.

Recommendation Acceptance: yes no _____ Date: _____
Commissioner Steve Bradshaw, Chairman

JOB TITLE: Marine Division Maintenance Supervisor
(Part-Time)
DEPARTMENT: Sheriff
SUPERVISOR: Marine Lieutenant
SUPERVISION EXERCISED: Marine Deputies as assigned
SALARY RANGE:
EXEMPT STATUS: Non-exempt
LAST REVISION: October 2023

Job Scope

Summary: The Sheriff's Marine Division is responsible for recreational safety throughout the county. As a result, there is a significant amount of maintenance and repairs performed on the vessels and equipment specific to the maritime and recreational environment, which may include marine and off-road vehicles. This assignment requires specialized training, knowledge, skills, and experience in the area of recreational safety. The Marine Division Maintenance Supervisor performs a variety of duties to ensure that the Marine Division's vessels, equipment, and facilities are properly maintained and ready for immediate deployment in the event of an emergency or routine operation necessitating a law enforcement response. The incumbent will exercise supervision of Marine Deputies to ensure compliance with agency policies, procedures, and rules related to the operation, care, and maintenance of Marine Division vessels, equipment, and facilities. The incumbent will also perform a variety of duties to include, but not limited to, tracking service schedules, vessel maintenance and repairs, personnel scheduling, conducting in-service trainings, acquiring parts and equipment, coordinating with vendors, providing educational information to the community, aiding in search and rescue operations, and other duties as assigned.

Other Information: Incumbent performs work that involves a wide variety of work situations and a moderate degree of complexity due to the changing situations encountered. Incumbent typically works under the guidelines of well-known procedures, and may determine practices and procedures as they apply to various situations. Work requires the exercise of initiative, independent judgment, and discretion insofar as incumbent applies standards and procedures to routine situations. Incumbent regularly interacts with supervisor while receiving periodic supervision. Communicates with others both inside and outside the organization. Internal communication typically involves communication with peers, subordinates, and supervisors, while external communications involve stakeholders, members of the public, various organizations, and vendors. Impact is usually moderate but may have a significant impact on those requesting emergency services. Errors in judgment and performance may have significant impact to the County's reputation, safety, and to the well-being of the incumbent, co-workers, and members of the public. Work is typically performed both indoors and in the field, involving intermittent exposure to weather and dangerous conditions. Travel is regular, not typically extending beyond the County.

Essential Functions

The essential functions include, but are not limited to, the following duties and responsibilities that are not listed in any particular order of priority and may be amended or added to by the County at any time:

1. Assists and directs the work of Marine Deputies during the summer or winter recreational seasons to ensure all vessels, equipment, and facilities are properly maintained and prepared for deployment. Oversees and works in conjunction with deputies on-shift to ensure equipment is available and ready for deployment to meet public safety needs and to ensure recreational safety.
2. Preparation, distribution, and amendment of personnel schedule for a given week.
3. May be assigned to oversee other recreational activities such as off-road vehicle and snowmobile use and activity within the County. May provide education and interact with members of the community and other focus groups relating to the use of off-road vehicles within the County.

4. Oversees and/or performs scheduled maintenance and periodic repairs on Marine Division patrol vessel motors as required. Routinely inspects and tests engines, propellers, and equipment for proper operation. Maintains interior and exterior of patrol vessels. Reads and interprets service, technical, and repair manuals to carry out necessary maintenance and repairs of vessels, equipment, and motors.
5. Installs new equipment and systems on patrol vessels (i.e. light bars, sonar, radar, navigation, mechanical, electrical, electronic, transducers, antennas, etc.). Fabricates metal, wood, and other fasteners to facilitate mounting solutions for new equipment installations.
6. Reviews and updates vessel log books and documents related to the maintenance and use of Marine Division vessels and equipment.
7. Performs inventory and maintains records of necessary equipment for the Marine Division to include, but not limited to, uniforms, weapons, electronic devices, replacement parts, lubricants, and mooring lines. Ensure inventory is properly and safely stored. Replaces, changes, or ensures that such changes take place when substandard equipment or uniforms are identified.
8. Coordinate with outside agencies and vendors as necessary. Order parts and equipment when necessary. Arrange for vessel moorage contracts when needed to ensure the proper placement of vessels throughout the county to facilitate emergency responses.
9. Schedules periodic maintenance and repair of Marine Division vehicles. Performs and/or schedules maintenance and repair of vessel trailers as needed. Performs or facilitates the maintenance and repair of trailer tug used for movement of trailered vessels.

Secondary Functions

1. Maintains a working knowledge of best practices and changes to vessel and equipment maintenance for those items maintained in the Marine Division inventory.
2. Maintains knowledge and awareness of legal changes pertaining to public safety policies, regulations, and procedures.
3. Serves on call as needed 24-hours a day, 7-days a week. May also be required to work extra hours, on weekends and holidays.
4. Performs all other duties as assigned.

Job Specifications

1. Sufficient combination of knowledge, skills and abilities so as to competently perform the essential functions of the job. High school diploma or equivalent is required and completion of higher education or specialized training is preferred.
2. Four years of progressively responsible experience related to the position is required. Prior experience may be demonstrated through service in government or private sector employment.
3. Must possess current drivers license valid in the state of Idaho, with a good driving record and ability.
4. Knowledge of and ability to safely operate or supervise the operation of a variety of marine equipment and apparatus as used in the patrolling and investigation in marine law enforcement.
5. Knowledge of and ability to safely operate or supervise the operation of tools and equipment contained in the Marine Division shop to maximize efficiency while minimizing the risk of injury to personnel. These tools and equipment may include, but are not limited to, table saw, band saw, drill press, chop saw, grinder, hand tools and hand-held power tools.

6. Knowledge of and ability to implement effective personnel management policies, procedures and techniques.
7. Knowledge of and ability to use basic computer (PC) functions as needed for record keeping and report completion.
8. Ability to assess and adapt to a wide variety of circumstances and situations wherein the incumbent must operate and make decisions quickly and independently.
9. Ability to safely handle firearms and other weapons maintained in the Marine Division inventory.
10. Ability to perform physical requirements needed to perform the essential functions of the job. May require the ability to safely lift 50 pounds or more, work on ladders, operate machinery, traverse precarious and unstable footing, and all other physical activities typical of performing the essential functions.
11. Knowledge of basic math skills sufficient to complete regular reports and maintains basic statistics and report information.
12. Ability to read and comprehend general instructions, write simple correspondence, and present information in front of a small group as well as one-on-one. In addition, possess the ability to read, analyze and interpret general information as relating to the profession and as found within state regulations.
13. Ability to define problems, collect data, establish facts, draw conclusions, and take appropriate action.
14. Ability to communicate effectively, both orally and in writing. Most communication is made in a face-to-face setting with some written communication required for report writing and other paperwork.
15. Ability to develop and maintain harmonious working relationships with others, both inside and outside the organization.

Working Conditions

Ability to perform physical activities necessary to complete the essential functions of the job, either with or without reasonable accommodation. The position requires continual communication (hearing and talking), frequent standing and walking, moderate physical activities, and regular climbing, crouching, walking, balancing, and crawling. Requires occasional pushing, pulling, lifting and carrying weights over 50 pounds, grasping, stooping, running, standing, and all other physical requirements of the job. Requires good general vision. Requires continual travel within the local area and occasional in state or out of state travel. Worker is regularly subject to both indoor and outdoor environmental conditions that may occasionally include extreme weather conditions.