

BONNER COUNTY BOARD OF COMMISSIONERS  
RESOLUTION NO. 52

APPOINTMENT OF JACQUELINE RUCKER, ENGINEER  
AS BONNER COUNTY HEARING EXAMINER

WHEREAS, the Bonner County Board of Commissioners has the authority provided by Idaho Code §67-6520 and Bonner County Revised Code (BCRC) 12-126 to establish a hearing examiner position and to appointment qualified individuals to serve; and

WHEREAS, hearing examiners are to be appointed by resolution of the Board of Commissioners and shall serve at the discretion of the majority of the Board, as provided by BCRC 12-126; and

WHEREAS, Jacqueline Rucker has submitted her name for consideration for appointment to the position of hearing examiner for Bonner County; and

WHEREAS, Jacqueline Rucker meets the required qualifications set forth by Idaho Code §67-6520 for the position of hearing examiner because he is an professionally trained engineer in the State of Idaho; and

WHEREAS, the Board of County Commissioners desires to appoint Jacqueline Rucker to the position of hearing examiner;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Bonner County, Idaho, that the appointment of Jacqueline Rucker to the position as hearing examiner effective immediately, and serving at the discretion of the majority of the Board until such appointment is revoked, shall be and the same is hereby approved and adopted as a resolution of the Bonner County Commissioners. The duties and obligations of each party are set forth in a separate Addendum to the Independent Contractor Agreement for Professional Services.

Upon a motion to adopt the text of the foregoing Resolution made by Commissioner Connolly and seconded by Commissioner Bradshaw, and adopted June, 21, 2022.

Chairman Dan McDonald: Aye

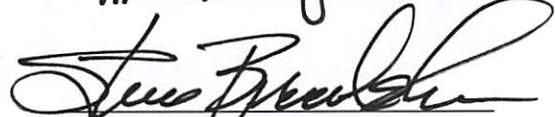
Commissioner Jeff Connolly: Aye

Commissioner Steve Bradshaw: Aye


BONNER COUNTY BOARD OF COMMISSIONERS

  
Dan McDonald, Chairman

  
Jeff Connolly, Commissioner

  
Steve Bradshaw, Commissioner

ATTEST:

  
Michael W. Rosedale, Clerk, Clerk



## Bonner County Planning Department

"Protecting property rights and enhancing property value"

1500 Highway 2, Suite 208, Sandpoint, Idaho 83864

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

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

June 21, 2022

### Memorandum

To: Board of County Commissioners

From: Jake Gabell, Interim Planning Director

Re: Appointment of Hearing Examiner and approval of Independent Contractor Agreement

The Planning Department hearing files has increased significantly in the past two years, with many files being scheduled out several months. With most the demand on the Zoning Commission, hearing end late into the evening. Per the Bonner County Revised Code 12-126 a Hearing Examiner can be appointed by the Board of County Commissioners to hear the following file types: subdivisions, variances, conditional use permits, planned unit developments, tier III home occupations, and special use permits.

Bonner County Planning Department

Legal Review: Bulison

Distribution: Jake Gabell  
Jeannie Welter

(Recommendation)

Staff recommends the Board approve the resolution appointing a hearing examiner and the associated independent contractor agreement.

**Motion 1:** I move to approve resolution #2022-52 and appoint Jacqueline Rucker as Bonner County Hearing Examiner and approve the Independent Contractor Agreement for Professional Services between Hearing Examiner Jacqueline Rucker and Bonner County.

Recommendation Acceptance:  Yes  No

Dan McDonald  
Commissioner Dan McDonald, Chairman

Date: 6/21/22

**INDEPENDENT CONTRACTOR AGREEMENT**  
**FOR PROFESSIONAL SERVICES**

NOW, THEREFORE in consideration of the foregoing and the mutual promises and conveyances herein contained, this agreement between Bonner County, 1500 Highway 2, Sandpoint, Idaho 83864, referred to as "County" and Jacqueline Rucker, herein referred to as "Contractor" is entered into this 21<sup>st</sup> day of June 2022, for the providing of personal services to County as further identified.

1. DUTIES AND RESPONSIBILITIES OF HEARING EXAMINER

The essential services to be performed by the Hearing Examiner on an as-needed basis are as follows:

- a. Review applications, staff reviews and other exhibits for variances and home occupations.
- b. Work with staff to prepare for public hearing.
- c. Attend a site visit if necessary.
- d. Conduct a public hearing on said applications.
- e. Review and approve minutes.

2. CONTRACT TERM

- a. Bonner County Hearing Examiner, as appointed by the Board of County Commissioners on June 21, 2022, and serving at the discretion of a majority of the Board, as outlined in Resolution #2022- 52.
- b. The duties of the Hearing Examiner are as set forth in Bonner County Revised Code and Idaho Code §67-6520
- c. The Contractor will be compensated at the rate of Two Hundred and twenty-five Dollars (\$225.00) per application heard for services performed as Bonner County Hearing Examiner.
- d. The Contractor will be compensated at the rate of sixty-five Dollars (\$65.00) for each file for a site visit, when needed.
- e. When site visits are needed, the County will provide transportation to sites whenever possible.

The Contractor shall be responsible for all federal and state taxes, Social Security, Medicare taxes, and self-employment related taxes and obligations including federal and state income tax withholding, Social Security contributions, and similar obligations related to Contractor independent contractor status and providing the services under this agreement. Contractor shall obtain Worker's Compensation insurance for Contractor and any agents, employees, and staff of that Contractor may employ, and provide to County proof of such coverage or proof that Worker's Compensation is not required by law. Contractor shall indemnify the County and hold the County, its agents and departments harmless from any and all claims for these obligations and taxes (including, but limited to, Social Security taxes arising out of Contractor's failure to pay such fees, taxes, contributions and other obligations).

### 3. RELATIONSHIP OF PARTIES

In all matters related to this agreement, the Contractor is acting as an independent contractor and shall not be entitled to any state, county, or local employee benefits, statutory or otherwise. Although, Contractor may receive support and general direction from the County, the County is interested only in the quality of the services provided and the final results to be achieved consistent with guiding principles and policies established by the County. It is understood and agreed that neither the Contractor nor the Contractor's employees, if any, are employees of the County, under the meaning or application of any federal or state unemployment, insurance, or Worker's Compensation laws, or otherwise. Contractor assumes all liability or obligations imposed by one or more of those laws and will hold the County harmless there from. The Contractor shall have no authority to make representations that Contractor is an agent, employee, or serving in any other capacity for the County under this agreement.

### 4. DISCRIMINATION

Contractor agrees not to discriminate against any person in the performance of this agreement, because of race, sex, color, religion, veteran status, national origin, or ancestry.

### 5. ASSIGNMENT

Neither this agreement or any duties or obligations under this agreement may be assigned by Contractor without prior written consent of County.

### 6. INDEMNIFICATION

Contractor shall indemnify, defend, and save harmless County its officers, agents, and employees from and against all liability, claims, damages, losses, expenses, actions, and suits whatsoever including injury, death of others, or any employee of the Contractor or sub-contractor caused by or arising out of the Contractor's negligent or otherwise wrongful performance, act or omission of any term of this agreement.

County shall indemnify, defend and save harmless the Contractor or Contractor's officers, employees, from and against all liability, claims, damages, losses, expenses, actions, and suits whatsoever, including injury or death of others caused by or arising out of County's negligent or otherwise wrongful performance, act, or omission of any term of this agreement. Nothing in this provision shall extend the liability of County beyond that provided in the Idaho Tort Claims Act, Section 6-901, et. seq. of Idaho Code.

### 7. CONFIDENTIALITY OF INFORMATION

Any and all reports, analysis and data, whether statistical or otherwise, prepared by Contractor shall become the property of County for such as it shall deem appropriate and shall not be disclosed to any other person without prior consent of the County.

### 8. WAIVER

The failure of either party to require the other to strictly adhere to the terms of this agreement shall not operate as a waiver of any rights or subsequent breaches of said rights. This agreement shall be interpreted according to the laws of this state of Idaho. The Courts of the state of Idaho in and for the County of Bonner shall be the forum and venue for any lawsuits arising from or incident to this agreement.

#### 9. ATTORNEY'S FEES

In the event of a legal proceeding of any kind instituted under this agreement or to obtain performance of any kind under this agreement, the prevailing party shall be awarded such additional sums as the Court may adjudge for reasonable attorney's fees and to pay all costs and disbursements incurred in such proceeding.

#### 10. TERMINATION

The parties may terminate this agreement by providing a thirty (30) day written notice to the non-terminating party. Upon notice of termination, Contractor shall:

- (a) Promptly discontinue all work, unless the termination notice directs otherwise; and
- (b) Promptly return to the County any property provided by the County pursuant to this agreement; and
- (c) Deliver or otherwise make available to the County all data, reports, estimates, summaries, and such other information and materials as may have been accumulated by Contractor in performing this agreement, whether completed or in progress.

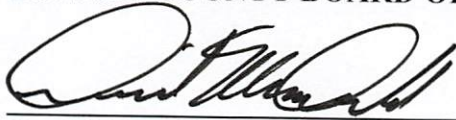
Upon termination by County, the County may take over the work and may award another party a contract to complete the work contemplated by this agreement. Further, it is understood that this contract is on an as-needed, non-exclusive basis.

11. COMPLETE AGREEMENT

This agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and it may not be amended or modified except by a written agreement signed by Contractor and an authorized representative of the County.

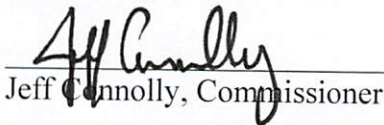
IN WITNESS WHEREOF, the parties have executed this agreement this 21<sup>st</sup> day of June, 2022.

**BONNER COUNTY BOARD OF COMMISSIONERS**

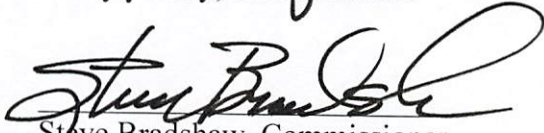


Dan McDonald, Chairman

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Hearing Examiner

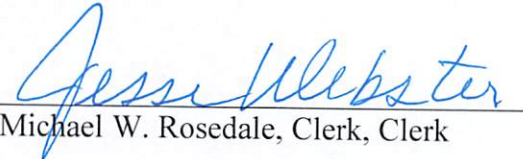


Jeff Connolly, Commissioner



Steve Bradshaw, Commissioner

ATTEST:



Michael W. Rosedale, Clerk, Clerk