

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

TENTATIVE AGENDA

MONDAY, MARCH 18, 2024

9:00a.m. Call to Order-Members Present-Flag
Salute-Invocation-Commissioner
Reports-Consent Agenda: *Agenda,
Minutes, Financial Report, Voucher
Approval, Working File –Payroll Change
Notices, Set Public Hearing-Potential POC EMS
District, Employment Agreement-Counseling
Director, Collective Bargaining Contract-ITS,
Request to Promote: Sergeant, Request to Hire:
Corrections Officer, Interlocal Agreement
Stevens County-IT Equipment, Promotions:
Senior Building Inspector & Permit Technician,*

11:00a.m. Morgan Hansen/Tom Hicks/Elizabeth
Snell-Veteran Services Officers Update

11:30a.m.

12:00 – 1:15 p.m. - Recess for Lunch

1:30p.m. Economic Development Contract

2:00p.m. Mary Malone-Conservation District

2:30p.m. Jonathan Mallahan/Catholic Charities-
Housing Discussion

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

3:30p.m. Carin Vadala-Forest Service Update

4:00p.m. Public Comment Period

TUESDAY, MARCH 19, 2024

9:00a.m. Elected Officials/Department Heads

10:15a.m. Recognition Ceremony-Glenn Blakeslee
(25 Years of Service)

10:30a.m. Craig Jackson-Public Works Update:
*Transfer Vehicle from Road Dept to Noxious
Weed, 2024 Maintenance Shed Rehab-Rejections
and Award, Schedule Bid Openings-2024
HFE150 & HMA, Advertise & Hire: Summer
Temp Park Hosts, Change of Facility Name to
Wolfred County Park,*

11:30a.m.

TUESDAY, MARCH 19, 2024 continued

12:00 – 1:15 p.m. - Recess for Lunch

1:30p.m.

2:00p.m.

2:30p.m. Commissioners' Mission Statement
Workshop

3:00p.m.

3:30p.m.

4:00p.m.

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

MONDAY, MARCH 18, 2024

12:00p.m.-WSAC Virtual Assembly

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

TUESDAY, MARCH 19, 2024

4:00p.m.-PO Conservation District, POCD Office

WEDNESDAY, MARCH 20, 2024

8:00a.m.-EDC, Camas Center

9:00a.m.-NETCHD Board Meeting, *via Teams*

2:00p.m.-Parks Board, Public Works Conference

3:00p.m.-Fire District 4, Dalkena Fire Station

7:00p.m.-Ione Town Council

THURSDAY, MARCH 21, 2024

9:00a.m.-POC Representatives Workshop, PUD

1:00p.m.-Quad County Forest Group, Colville

5:00p.m.-SPOFR Meeting, Diamond Lake Fire
Station

6:00p.m.-YES Board Meeting, *via Zoom*

FRIDAY, MARCH 22, 2024

9:00a.m.-Certification Presidential Primary,
Elections Office

Zoom Meeting Info:

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

Meeting ID: 509 447 4119 Or Dial

by your location: +1 301 715 8592 US

or +1 253 215 8782 US.

Meeting ID: 509 447 4119

PAYROLL CHANGE NOTICE

Effective Date: February 22, 2024

Name: Bonnie Nguyen

Department: Auditor

Check all applicable boxes	FROM:	TO:
<input checked="" type="checkbox"/> Department	Auditor	
<input checked="" type="checkbox"/> Job	Mail Clerk	Mail Clerk
<input checked="" type="checkbox"/> Shift	Weekly shifts	On-call only
<input checked="" type="checkbox"/> Rate	\$18.54/hour	\$18.54/hour
<input type="checkbox"/> Longevity		
<input type="checkbox"/> Other		

THE REASON FOR THE CHANGE(S):

<input type="checkbox"/> Hired	<input type="checkbox"/> Step Increase
<input type="checkbox"/> Re-hired	<input type="checkbox"/> Length of Service Increase - Longevity
<input type="checkbox"/> Promotion	<input type="checkbox"/> Re-evaluation of Existing Job
<input type="checkbox"/> Demotion	<input type="checkbox"/> Resignation
<input type="checkbox"/> Transfer	<input type="checkbox"/> Retirement
<input type="checkbox"/> Merit Increase	<input type="checkbox"/> Layoff
<input type="checkbox"/> Wage Scale Change	<input type="checkbox"/> Discharge
<input type="checkbox"/> Leave of Absence from _____ until _____	
	<i>Date</i> <i>Date</i>
<input checked="" type="checkbox"/> Other (explain)	<u>Correction from termination payroll change notice approved on 2/12/2024.</u>
<u>Employee has decided to remain on-call. This change is approved by the department head.</u>	

AUTHORIZATION:

1st	Prepared by:	<u>Bm</u>	Date
	Brenda Miller, HR Director		3/14/24
	Authorized by:		Date
	BOCC		3/18/24
2nd	Prepared by:		Date
	Authorized by:		Date

PAYROLL CHANGE NOTICE

Effective Date: April 1, 2024

Name: Casey Ball


Department: Noxious Weed Control

Check all applicable boxes	FROM:	TO:
<input checked="" type="checkbox"/> Department		Noxious Weed Control
<input checked="" type="checkbox"/> Job		Outreach & Field Assistant
<input type="checkbox"/> Shift		
<input checked="" type="checkbox"/> Rate		Step 1 \$21.05/hour
<input type="checkbox"/> Longevity		
<input type="checkbox"/> Other		

THE REASON FOR THE CHANGE(S):

<input checked="" type="checkbox"/> Hired	<input type="checkbox"/> Step Increase
<input type="checkbox"/> Re-hired	<input type="checkbox"/> Length of Service Increase - Longevity
<input type="checkbox"/> Promotion	<input type="checkbox"/> Re-evaluation of Existing Job
<input type="checkbox"/> Demotion	<input type="checkbox"/> Resignation
<input type="checkbox"/> Transfer	<input type="checkbox"/> Retirement
<input type="checkbox"/> Merit Increase	<input type="checkbox"/> Layoff
<input type="checkbox"/> Wage Scale Change	<input type="checkbox"/> Discharge
<input type="checkbox"/> Leave of Absence from _____ until _____	
	<i>Date</i> <i>Date</i>
<input type="checkbox"/> Other (explain) _____	

AUTHORIZATION:

1st	Prepared by: <u>Brenda Miller, HR Director</u> 	Date: <u>3/13/24</u>
	Authorized by: <u>BOCC</u>	Date: <u>3/18/24</u>
2nd	Prepared by: _____	Date: _____
	Authorized by: _____	Date: _____

PAYROLL CHANGE NOTICE


Effective Date: April 1, 2024
Name: Dave Scott
Department: PW - Buildings & Grounds

Check all applicable boxes	FROM:	TO:
<input checked="" type="checkbox"/> Department		Buildings & Grounds
<input checked="" type="checkbox"/> Job		Facilities Maintenance Lead Tech
<input type="checkbox"/> Shift		
<input checked="" type="checkbox"/> Rate		Step 1 \$3,702.60/mo.
<input type="checkbox"/> Longevity		
<input type="checkbox"/> Other		

THE REASON FOR THE CHANGE(S):

<input checked="" type="checkbox"/> Hired	<input type="checkbox"/> Step Increase
<input type="checkbox"/> Re-hired	<input type="checkbox"/> Length of Service Increase - Longevity
<input type="checkbox"/> Promotion	<input type="checkbox"/> Re-evaluation of Existing Job
<input type="checkbox"/> Demotion	<input type="checkbox"/> Resignation
<input type="checkbox"/> Transfer	<input type="checkbox"/> Retirement
<input type="checkbox"/> Merit Increase	<input type="checkbox"/> Layoff
<input type="checkbox"/> Wage Scale Change	<input type="checkbox"/> Discharge
<input type="checkbox"/> Leave of Absence from _____ until _____	
	<i>Date</i> <i>Date</i>
<input type="checkbox"/> Other (explain) _____	

AUTHORIZATION:

1st	Prepared by:		Date
	Brenda Miller, HR Director		3/13/24
	Authorized by:		Date
	BOCC		3/18/24
2nd	Prepared by:		Date
	Authorized by:		Date

PAYROLL CHANGE NOTICE

Effective Date March 12, 2024

Name King, Makaila Marie

Department Sheriff - Patrol


<i>Check all applicable boxes</i>	FROM:	TO:
<input checked="" type="checkbox"/> Department	Sheriff - Patrol	
<input checked="" type="checkbox"/> Job	Deputy Sheriff	
<input type="checkbox"/> Shift		
<input checked="" type="checkbox"/> Rate	\$5614.84 Step 3	
<input checked="" type="checkbox"/> Longevity	\$25.00	
<input checked="" type="checkbox"/> Other	\$400.00 Stipend	

THE REASON FOR THE CHANGE(S):

<input type="checkbox"/> Hired	<input type="checkbox"/> Step Increase
<input type="checkbox"/> Re-Hired	<input type="checkbox"/> Length of Service Increase - Longevity
<input type="checkbox"/> Promotion	<input type="checkbox"/> Re-evaluation of Existing Job
<input type="checkbox"/> Demotion	<input checked="" type="checkbox"/> Resignation
<input type="checkbox"/> Transfer	<input type="checkbox"/> Retirement
<input type="checkbox"/> Merit Increase	<input type="checkbox"/> Layoff
<input type="checkbox"/> Wage Scale Change	<input type="checkbox"/> Discharge
<input type="checkbox"/> Leave of Absence from _____ until _____ (DATE) (DATE)	
<input type="checkbox"/> Other (explain) _____ _____ _____	

AUTHORIZATION:

R~ BHP W

1st	Prepared by Dawn Taylor	Date 03/11/24
	Authorized by  Sheriff Glenn Blakeslee	Date 03/11/24
2nd	Prepared by Lyndsie Halcro civil PRH	Date 03/14/24
	Authorized by BOCC	Date 03/14/24

331 S. Garden Ave. / P.O. Box 5075
Newport, Washington 99156-5075

(509) 447-3151
(800) 669-3407
Fax (509) 447-5261
Fax (509) 447-2222



March 11, 2024

Makaila King
PO Box 176
Metaline, Wa. 99152

Dear Makaila,

This is in reference to your resignation letter dated February 27, 2024, received by Sheriff Blakeslee March 7, 2024.

I want to inform you that your resignation was accepted by Sheriff Glenn Blakeslee on March 7, 2024 and your last day of employment with Pend Oreille County Sheriff's Office will be March 12, 2024.

On behalf of Pend Oreille County, I thank you for your service as Deputy Sheriff with our Office and I wish you the very best for your future endeavors.

Sincerely,

Dawn Taylor
Administrative Assistant

Enclosure: Copy of Resignation Letter



Office of the Sheriff

Pend Oreille County, Washington



Glenn Blakeslee, Sheriff

MEMORANDUM

Date: 02/27/2024

To: Sheriff Blakeslee and Under Sheriff Rusho

From: Deputy M. King

Subject: Notice of Leaving Employment

Sheriff Blakeslee and Under Sheriff Rusho,

This letter is to inform you both that I have made the decision to leave employment with the Pend Oreille County Sheriff's Office. I have enjoyed my time working with everyone here, but since having my baby back in October, I have realized that I would like to, and need to, be a stay-at-home mom and take care of my family first. Thank you for the opportunity to fulfill one of my life's dreams of being in Law Enforcement.

My last shift will be March 12th.

Sincerely
Deputy M. King #1165

ACCEPTED 3/7/24

PAYROLL CHANGE NOTICE

Effective Date: January 16, 2024

Name: Kunz, Trevor Allen

Department: Sheriff - Corrections

Check all applicable boxes	FROM:	TO:
<input type="checkbox"/> Department		
<input checked="" type="checkbox"/> Job	Correction Officer	
<input type="checkbox"/> Shift		
<input checked="" type="checkbox"/> Rate	\$4017.85 Step 1	
<input type="checkbox"/> Longevity		
<input type="checkbox"/> Other		

THE REASON FOR THE CHANGE(S):

<input type="checkbox"/> Hired	<input type="checkbox"/> Step Increase
<input type="checkbox"/> Re-hired	<input type="checkbox"/> Length of Service Increase - Longevity
<input type="checkbox"/> Promotion	<input type="checkbox"/> Re-evaluation of Existing Job
<input type="checkbox"/> Demotion	<input type="checkbox"/> Resignation
<input type="checkbox"/> Transfer	<input type="checkbox"/> Retirement
<input type="checkbox"/> Merit Increase	<input type="checkbox"/> Layoff
<input type="checkbox"/> Wage Scale Change	<input type="checkbox"/> Discharge
<input type="checkbox"/> Leave of Absence from _____ until _____	
	<i>Date</i> <i>Date</i>
<input checked="" type="checkbox"/> Other (explain)	<u>Correction - This individual will not be hired by Pend Oreille County. I have</u>
	<u>attached the original payroll change notice correction with his start date.</u>

AUTHORIZATION:

1st	Prepared by:	Date
	Lyndsie Halcro - Civil Service <i>gjh</i>	3/18/24
	Authorized by:	Date
	BOCC	3/18/24
2nd	Prepared by:	Date
	Authorized by:	Date

PAYROLL CHANGE NOTICE

Effective Date January 16, 2024

Name Kunz, Trevor Allen

Department Sheriff - Corrections

Check all applicable boxes	FROM:	TO:
<input type="checkbox"/> Department		
<input checked="" type="checkbox"/> Job		Correction Officers
<input type="checkbox"/> Shift		
<input checked="" type="checkbox"/> Rate		\$4017.85 Step 1
<input type="checkbox"/> Longevity		
<input type="checkbox"/> Other		

THE REASON FOR THE CHANGE(S):

<input checked="" type="checkbox"/> Hired	<input type="checkbox"/> Step Increase
<input type="checkbox"/> Re-Hired	<input type="checkbox"/> Length of Service Increase - Longevity
<input type="checkbox"/> Promotion	<input type="checkbox"/> Re-evaluation of Existing Job
<input type="checkbox"/> Demotion	<input type="checkbox"/> Resignation
<input type="checkbox"/> Transfer	<input type="checkbox"/> Retirement
<input type="checkbox"/> Merit Increase	<input type="checkbox"/> Layoff
<input type="checkbox"/> Wage Scale Change	<input type="checkbox"/> Discharge
<input type="checkbox"/> Leave of Absence from _____ until _____ (DATE) (DATE)	
<input checked="" type="checkbox"/> Other (explain) <u>This replaces Payroll Change Notice dated 12/14/23 and</u> <u>changes employee start date from January 1 to January 16, 2024</u>	

AUTHORIZATION:

R~ BHP W

1st	Prepared by <u>Dawn Taylor</u>	Date <u>12/19/23</u>
	Authorized by <u>[Signature]</u> Sheriff Glenn Blakeslee	Date <u>12/19/23</u>
2nd	Prepared by <u>Lyndsie Halcro</u> Civil Service	Date <u>12/27/23</u>
	Authorized by <u>Bocce</u> RR	Date <u>1/2/2024</u>

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

SUBJECT: Request to Hire Sergeant

SUBMITTED BY: Dawn Taylor

DATE: March 14, 2024
18

AGENDA: Consent 3/18/2024

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

RECOMMENDATION OR REQUEST: Request the Board to approve the promotion of Caleb Whitney from Corrections Officer to Sergeant, effective March 16, 2024. The sergeant position was made vacant when Sergeant Dan Emert resigned January 2, 2024.

DISCUSSION:

ALTERNATIVES:

FISCAL IMPACT:

- **SOURCE OF FUNDS:** Jail 001-000-420
- **AMOUNT BUDGETED:**
- **AMOUNT NEEDED FOR PROJECT:**

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

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

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

SUBJECT: Request to Hire Corrections Officer

SUBMITTED BY: Dawn Taylor

DATE: March 14, 2024

AGENDA: Consent 3/18/2024

**DATE FINAL ACTION IS
NEEDED:**

ATTACHMENTS:

**TYPE OF ACTION
REQUESTED**

**APPROVAL NEEDED FOR
COMMISSION Packet:**

Payroll Change Notice

☐ Ordinance

☐ Resolution

☐ Agreement

☒ Motion

☐ Consensus

☐ Other

____ Commissioner Chair (initials)

____ Commissioner (initials)

____ Commissioner (initials)

FINAL ACTION TAKEN:

☐ Approved

☐ Denied

☐ No Action

Commissioners' Minutes

Reference: _____

RECOMMENDATION OR REQUEST: Request the Board to approve the hire of temporary appointment Jacob Erickson to full-time Corrections Officer, effective March 16, 2024. With the promotion of Caleb Whitney from C.O. to Sergeant, we have two vacant Corrections Officer position.

DISCUSSION:

ALTERNATIVES:

FISCAL IMPACT:

- **SOURCE OF FUNDS:** Jail 001-000-420
- **AMOUNT BUDGETED:**
- **AMOUNT NEEDED FOR PROJECT:**

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

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

DM HR initials

PAYROLL CHANGE NOTICE

Effective Date March 16, 2024

Name Erickson, Jacob Tyler

Department Sheriff - Corrections


<i>Check all applicable boxes</i>	FROM:	TO:
<input type="checkbox"/> Department		
<input checked="" type="checkbox"/> Job	Temporary Appointment	Corrections Officer
<input type="checkbox"/> Shift		
<input checked="" type="checkbox"/> Rate	\$23.18 per hour	\$4240.77 Step 3
<input type="checkbox"/> Longevity		
<input type="checkbox"/> Other		

THE REASON FOR THE CHANGE(S):

<input checked="" type="checkbox"/> Hired	<input type="checkbox"/> Step Increase
<input type="checkbox"/> Re-Hired	<input type="checkbox"/> Length of Service Increase - Longevity
<input type="checkbox"/> Promotion	<input type="checkbox"/> Re-evaluation of Existing Job
<input type="checkbox"/> Demotion	<input type="checkbox"/> Resignation
<input type="checkbox"/> Transfer	<input type="checkbox"/> Retirement
<input type="checkbox"/> Merit Increase	<input type="checkbox"/> Layoff
<input type="checkbox"/> Wage Scale Change	<input type="checkbox"/> Discharge
<input type="checkbox"/> Leave of Absence from _____ until _____ (DATE) (DATE)	
<input type="checkbox"/> Other (explain) _____ _____ _____	

AUTHORIZATION:

R~ BHP W

1st	Prepared by <u>Dawn Taylor</u>	Date <u>03/14/24</u>
	Authorized by  Sheriff Glenn Blakeslee	Date <u>03/14/24</u>
2nd	Prepared by <u>Lyndsie Halcro Civil PRH</u>	Date <u>3/18/24</u>
	Authorized by <u>BOCC</u>	Date <u>3/18/24</u>

PEND OREILLE COUNTY COMMISSIONERS REQUEST FOR BOARD ACTION

SUBJECT: Set public hearing for Potential POC EMS District

SUBMITTED BY: Crystal Zieske
AGENDA: Consent 3/18/2024

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

RECOMMENDATION OR REQUEST: Schedule a public hearing for potential Pend Oreille County EMS District for Tuesday, April 9, 2024 at 6:00p.m. at SPOFR Sacheen Lake Fire Station.

DISCUSSION:

ALTERNATIVES:

FISCAL IMPACT:

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

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

Jill initials

Public Hearing-Pend Oreille County EMS District

The Pend Oreille County Commissioners will hold a public hearing for the purpose of hearing public comment on a potential Pend Oreille County EMS District. The meeting is Tuesday, April 9, 2024, 6:00 p.m., at SPOFR Sacheen Lake Fire Station, 6131 Highway 211, Newport, WA. The hearing is also available via Zoom, <https://zoom.us/j/5094474119>, Meeting ID: 509 447 4119 or dial by location: +1 301 715 8592 or +1 253 215 8782. If you require any reasonable accommodation to participate in the meeting, call 509-447-4119, at least 48 hours prior to the meeting.

Clerk of the Board

Crystal Zieske

Published in The Newport Miner Legal Section
March 27, 2024 and April 3, 2024

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

SUBJECT: Stevens County ILA

SUBMITTED BY: Shane Flowers

AGENDA: Consent Agenda 3/18/24

DATE FINAL ACTION IS NEEDED: 3/19/24	ATTACHMENTS: R-2024-	TYPE OF ACTION REQUESTED
APPROVAL NEEDED FOR COMMISSION Packet:		<input type="checkbox"/> Ordinance
_____ Commissioner Chair (initials)		<input checked="" type="checkbox"/> Resolution
_____ Commissioner (initials)		<input type="checkbox"/> Agreement
_____ Commissioner (initials)		<input type="checkbox"/> Motion
FINAL ACTION TAKEN:		<input type="checkbox"/> Consensus
<input type="checkbox"/> Approved		<input type="checkbox"/> Other
<input type="checkbox"/> Denied		
<input type="checkbox"/> No Action		
Commissioners' Minutes Reference: _____		

RECOMMENDATION OR REQUEST: Sign resolution and interlocal agreement between Stevens County Information Services and Pend Oreille County to purchasing Cisco phones that Stevens County has deemed surplus property

DISCUSSION: In order to save money we are seeking to purchasing some Cisco phones that Stevens County has deemed surplus property. The phones are \$5.00 each.

ALTERNATIVES: Purchase them from an online refurbished reseller for \$75.00 each or attempt to buy new.

FISCAL IMPACT:

- **SOURCE OF FUNDS:** IT Budget
- **AMOUNT BUDGETED:** \$
- **AMOUNT NEEDED FOR PROJECT:** \$25.00 or more if we end up needing more phones

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

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

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

_____ **HR initials**
jf **Jill initials**

**PEND OREILLE COUNTY
NEWPORT, WASHINGTON**

RESOLUTION NO. 2024- _____

**INTERLOCAL AGREEMENT BETWEEN STEVENS COUNTY AND
PEND OREILLE COUNTY-INFORMATION SERVICES EQUIPMENT**

WHEREAS, Chapter 39.34 RCW, the Interlocal Cooperation Act, authorizes public agencies to enter into agreements for mutually advantageous joint or cooperative action, and

WHEREAS, Pend Oreille County and Stevens County are public agencies within the meaning of Chapter 39.34 RCW, and

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

WHEREAS, the Board believes that the best interest of the public will be served by entering said agreement with Stevens County.

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

BE IT FURTHER RESOLVED, by the Pend Oreille County Board of Commissioners, that the Interlocal Agreement between Stevens County and Pend Oreille County, is hereby approved, and the Chair of the Board, or a majority of the Board is hereby authorized to execute it on behalf of Pend Oreille County.

ADOPTED this _____ day of March, 2024.

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

Robert Rosencrantz, Chair

John Gentle, Vice-Chair

Brian Smiley, Member

ATTEST:

Crystal Zieske, Clerk of the Board

**INTERLOCAL AGREEMENT BETWEEN
STEVENS COUNTY AND PEND OREILLE COUNTY**

This Interlocal Agreement is entered into between Stevens County, a political subdivision of the state of Washington, hereinafter referred to as "Stevens," and Pend Oreille County, a political subdivision of the state of Washington, hereinafter referred to as "Pend Oreille," pursuant to the authority granted by Chapter 39.34 RCW. Together Stevens and Pend Oreille may be referred to as "Parties" and individually as "Party."

WHEREAS, Stevens is interested in selling to Pend Oreille and Pend Oreille is interested in purchasing from Stevens certain items of property from the Stevens County Information Services Department that have been declared surplus by the Stevens County Board of County Commissioners, including, but not limited to Cisco Telephones at \$5.00 each (hereafter called property); and

WHEREAS, the Parties desire to enter into this agreement authorizing the sale and purchase of property between the parties and authorizing the Stevens County Information Services Department to negotiate with Pend Oreille to determine the exact property to be transferred and the price for the transfer.

NOW, THEREFORE, in consideration of the mutual promises contained herein and the benefit to be derived by the residents of Stevens County of the benefit of the services to be obtained herein and the benefit to be derived by the residents of Pend Oreille County, Stevens and Pend Oreille agree as follows:

1. **PURPOSE.** Pend Oreille will purchase certain items of property as required from Stevens at a price agreed to between the parties.
2. **DURATION.** This Agreement shall become effective upon the last signature below and will continue until the transaction contemplated herein is completed or until terminated by either party with 30-day advance written notice to the other party. However, the following provisions shall survive termination: 10, 11, 12, 13, and 14.
3. **THE MANNER OF FINANCING.** Pend Oreille will pay the sum as agreed between Stevens and Pend Oreilles to Stevens within 30 days of receipt of the property being transferred.
4. **TERMINATION.** This Agreement may be terminated for convenience by the terminating party providing 30 days' written notice to the other party.
5. **ADMINISTRATION.** The details of this Agreement will be administered by the Stevens County Information Services Department.
6. **SEPARATE FILE.** During the course of this Agreement, each Party shall maintain a file for each Party's purpose. Each Party may request copies of documents from the other Party's file, which request shall not be unreasonably denied.
7. **NO SEPARATE LEGAL ENTITY.** This Agreement does not create any separate legal entity. For the purposes of this Agreement the details shall be administered by Stevens.
8. **SEPARATE PROPERTY.** Any property created shall remain under the sole ownership of the entity which created the property.

9. AMENDMENTS. This Agreement may be amended at any time by written agreement of both parties. Such requests will only be approved if the proposed change(s) is (are) consistent with and/or achieve(s) the Purpose described above.

10. HOLD HARMLESS AND INDEMNITY AGREEMENT. Each party shall defend, indemnify, and save harmless the other party, its elected and appointed officials, and employees from and against all loss or expense, including but not limited to judgments, settlements, and attorney's fees and costs by reason of any and all claims and demands upon the party, its elected and appointed officials, or employees for damages arising from the acts of the other party, its elected and appointed officials, or employees arising from this Agreement.

11. SEVERABILITY. If any section, subsection, sentence, clause, or phrase of this Agreement for any reason is found to be unconstitutional or otherwise invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions.

12. VENUE AND CHOICE OF LAW. In the event any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such litigation shall be in the Superior Court of the State of Washington in and for the County of Stevens. This Agreement shall be governed by the laws of the State of Washington.

13. ENTIRE AGREEMENT. This Agreement represents the entire Agreement between the parties and supersedes any prior oral statements, discussions, or understandings between the parties.

14. AUTHORIZATION. Each party signing below warrants to the other party that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

IN WITNESS WHEREOF, the parties have signed this Agreement as shown below.

Pend Oreille County:

Stevens County:

Robert Rosencrantz, Chairman
Pend Oreille County Commissioner District #2
Date Signed: _____

Mark Burrows, Chairman
Stevens County Commissioner District #2
Date Signed: _____

ATTEST:

ATTEST:

Crystal Zieske
Clerk of the Board/Office Manager

Jonnie R. Brown
Clerk of the Board

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

SUBJECT: Contract for Employment

SUBMITTED BY: Brenda Miller
AGENDA: Consent Agenda 3/18/24

DATE FINAL ACTION IS NEEDED: 03/18/2024	ATTACHMENTS: R-2024-	TYPE OF ACTION REQUESTED
APPROVAL NEEDED FOR COMMISSION Packet: _____ Commissioner Chair (initials) _____ Commissioner (initials) _____ Commissioner (initials)		<input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Agreement <input type="checkbox"/> Motion <input type="checkbox"/> Consensus <input type="checkbox"/> Other
FINAL ACTION TAKEN: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> No Action Commissioners' Minutes Reference: _____		

RECOMMENDATION OR REQUEST: Approve the Resolution and Contract for Employment for the Director of Counseling Services with Shannon Holifield, effective June 10, 2024.

DISCUSSION: Individual selected via a thorough interview and vetting process. Action taken by BOCC on 3/5/2024 Item #13.

ALTERNATIVES:

FISCAL IMPACT:

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

REVIEWED BY PROSECUTOR? ☒ **YES** ☐ **NO** ☐ **N/A** **Comments:** Contract was reviewed by Dolly Hunt

REVIEWED BY HUMAN RESOURCES? ☒ **YES** ☐ **NO** ☐ **N/A** B&M **HR initials**

REVIEWED BY FINANCIAL MANAGER? ☒ **YES** ☐ **NO** ☐ **N/A** j& **Jill initials**

**PEND OREILLE COUNTY
NEWPORT, WASHINGTON**

RESOLUTION NO. 2024- _____

**RESOLUTION APPROVING CONTRACT FOR EMPLOYMENT FOR
DIRECTOR OF COUNSELING SERVICES-SHANNON HOLIFIELD**

WHEREAS, Pend Oreille County and Shannon Holifield are parties to the attached Contract for Employment for the Director of Counseling Services position, and

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

WHEREAS, the Board believes that the best interest of the public will be served by entering into said agreement with Shannon Holifield for the position of Director of Counseling Services.

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

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

ADOPTED this _____ day of March, 2024.

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

Robert Rosencrantz, Chair

John Gentle, Vice-Chair

Brian Smiley, Member

ATTEST:

Crystal Zieske, Clerk of the Board

Contract of Employment for Director of Counseling Services

Contract of Employment between Pend Oreille County, Washington,
c/o Board of County Commissioners,
625 W. 4th Street/P.O. Box 5025, Newport, Washington 99156
(hereinafter referred to as the "County");
And Shannon Holifield (hereinafter referred to variously as "Mrs. Holifield" and as the
"Employee")

Therefore, the parties hereto contract as follows:

SECTION 1. EMPLOYMENT

The County employs Mrs. Holifield as Director of Counseling Services to perform such duties as are currently prescribed or may be prescribed by the Pend Oreille County Board of County Commissioners (hereinafter referred to variously as the "Commissioners" and as the "Board"). Such employment is at-will and may be terminated at any time, with or without cause. The current Description of Duties (Job Description), prescribed by the Board of the said position comprises Exhibit A and is incorporated by reference herein, and shall continue in full force unless and until modified by the Board in its sole discretion.

SECTION 2. TERM

This Agreement shall be effective from **Monday, June 10, 2024**, and shall continue providing said services until otherwise terminated. It may be terminated in accordance with the provisions hereof at any time, with or without cause.

SECTION 3. DUTIES OF EMPLOYEE

The Employee:

- a. Promises to diligently perform all duties assigned and will devote substantially all of the Employee's efforts to those duties on a full-time basis and to the best of the Employee's skill and ability.
- b. Shall not engage in any other employment (either paid or unpaid) which, in the sole opinion of the Commissioners, may interfere with their employment with the County.
- c. Shall faithfully adhere to the Code of Ethics for municipal officers RCW 42.23. The employee also shall comply with the provisions of the Code of Ethics in Public Service, RCW 42.52, construed such that each reference to "state officer" shall include and encompass an officer of a municipal corporation.
- d. Shall comply with the Pend Oreille County harassment policy and complaint procedures and immediately report to the Human Resources Department any and all harassment, violations of the policy, and complaints under the policy. Additionally, the Employee shall immediately disclose to the Board's Chair any romantic or intimate relationship between Employee and any subordinate employee.

- e. Shall not disclose, during or subsequent to employment with the County, any information that is generally not available to the public concerning the business or affairs of the County which the Employee may have acquired in the course of, or incidental to, their employment with the County. The prohibitions of this section shall not apply to any information that is required by law to be divulged.
- f. Shall leave in place or return immediately upon termination of employment with the County, all property of the County which was provided to or generated by the Employee in the course of, or in connection with, their employment with the County. Employee shall not copy or appropriate any intangible property of the County for their own purposes or for the purposes of a third party.
- g. All references herein to a State statute or to a Pend Oreille County policy, or ordinance provision shall be construed to include any future statute, policy, or ordinance provision which amends, supplements, replaces, or supplants such statute, policy or ordinance provision.

SECTION 4. COMPENSATION

- a. The County shall pay the Employee, as compensation for services rendered, a base annual salary of \$105,000 and payable in the manner as is customary with other County employees. Procedures for base salary adjustment shall be exclusively as defined in section 5.
- b. Because Employee is engaged in a professional capacity and compensated on a predetermined salary basis, the position is exempt from the provisions of the Fair Labor Standards Act and the Washington Minimum Wage Act and shall not entitled to overtime pay. The County will provide benefits subject to the terms and conditions of the various county benefit plans for which the Employee is eligible in the position which are not in conflict with this Agreement and as those benefit plans may be amended from time to time. The County reserves the right to amend or eliminate any benefit plan. Excluding longevity.
- c. Employee is expected to perform the duties in a manner comprising a minimum of forty (40) hours per week. It is recognized that Employee potentially could devote time outside the normal office hours and to that end, Employee may be allowed to take complementary time off, when approved by the Commissioners. Notification to the Commissioners also applies with regards to extended leave as outlined in the Pend Oreille County Personnel Policy 140.
- d. Employee shall accrue 2 days of Vacation per month commencing Monday, June 10, 2024, unless otherwise modified in writing.
- e. At such time as Employee separates from employment with Pend Oreille County, all pay-outs or accrued annual leave shall be made in accordance with Pend Oreille County Personnel Policy, as amended from time to time, and all pay-outs for accrued sick leave shall be made in accordance with the County Personnel Policy, as amended from time to time. These provisions shall hereinafter apply to all references to "benefits," "annual leave," or "sick pay" in this Agreement.

SECTION 5. SALARY ADJUSTMENTS AND ANNUAL PERFORMANCE EVALUATIONS

- a. The Board agrees to adjust the base salary and/or benefits of Employee compatible with the Employee's performance and as a negotiated process associated with the annual Employee evaluation. Annual evaluations shall be conducted in advance of the next county fiscal year budget preparation.
- b. Said review and evaluation shall be in accordance with specific criteria developed jointly by Board and Employee. Further, the Board shall provide the Employee with a written summary of their findings and provide adequate opportunity for the Employee to discuss the evaluation with the Board.
- c. Annually, the Board and Employee shall define such goals and performance objectives which they determine necessary for the proper operation of the county department and in the attainment of the Board's policy objectives and shall further establish a relative priority among those various goals and objectives. Said goals and objectives shall be reduced to writing. In effecting the provisions of this section, the Board and Employee mutually agree to abide by the provisions of all applicable law.

SECTION 6. PROFESSIONAL DEVELOPMENT

- a. The County may pay Employee's reasonable, pre-approved professional dues and subscriptions necessary for the Employee's continuing education, growth, and advancement for the benefit of the County.
- b. The County may pay reasonable, pre-approved travel and subsistence expenses of the Employee for continuing education courses necessary for the Employee's professional development for the benefit of the County.
- c. Reimbursement for expenses incurred in the performance of Employee's job duties will be made pursuant to the relevant sections of the County Personnel Policy and the County Travel Policy.

SECTION 7. TERMINATION OF EMPLOYMENT

The County may terminate this Agreement at any time, with or without Cause.

- a. Employee serves at the will and pleasure of the County, acting by and through the Pend Oreille County Board of County Commissioners. Termination of employment shall be upon the affirmative vote of a majority of the Board.
- b. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Board to terminate the services of Employee at any time, subject to a forty-five (45) day notice in writing, the provisions of this Agreement and any applicable State law.
- c. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign the position with County at any time, subject to a forty-five (45) day notice in writing, the provisions of this Agreement and any applicable State law. If the Employee resigns without giving forty-five (45) days' advance written notice to the County Commissioners, the resignation will be effective immediately. The County shall be

responsible for paying separation benefits as required by the Pend Oreille County policies and procedures, as well as those required by State and Federal Law.

- d. The Commissioners, in its discretion and without notice, terminate the Employee for Cause, effective immediately. For purposes of this Agreement, "Cause" shall include: dishonesty; fraud; theft; intentional destruction of County property; physical attack upon a fellow employee; intentionally being under the influence of alcohol and/or illegal or recreational drugs while at work or performing the duties of the Employee's employment; willful malfeasance, misfeasance, or gross negligence in the performance of the Employee's duties; violation of any provision of the Municipal Code of Ethics codified at RCW 42.23, as amended; violation of any provision of the Code of Ethics of Public Service codified at RCW 42.52, as amended (with every reference to the "State" being deemed a reference to Pend Oreille County); Mental or physical unfitness which renders the employee incapable of satisfactorily performing essential job functions; violation of the harassment policy of the County; violation of the policies of the County applicable to electronic communications; breach of any provision of this Agreement; conviction of a felony or for a crime of moral turpitude; or conduct of the Employee outside of work that brings public discredit upon Pend Oreille County.
- e. All notices required or anticipated by this Agreement may be hand delivered, in the case of the County, to the Chair from time to time of its Board of County Commissioners; or they may be mailed to the Chair of the Board at the address shown on the first page of this Agreement. All notices required or anticipated by this Agreement may be hand delivered, in the case of the Employee to the address provided in their personnel file.
- f. Either party may, at any time, provide the other party with a new address, in writing, for service of notice by mail.

SECTION 8. SEVERANCE PAY

- a. If the Board discharges the Employee for Cause as defined in Section 7(d), or the Employee resigns without giving forty-five (45) days' advance written notice, the County shall not provide severance pay; however, the Employee shall be entitled to receive earned pay and accrued annual leave and other such salary and benefits already earned by the Employee.
- b. If the Board discharges the Employee, other than for Cause, the Employee shall receive all earned pay, accrued annual leave and, in addition, shall receive severance pay, equal to five (5) month's salary provided, Employee first signs and returns to the Prosecuting Attorney and does not timely revoke (if applicable) a release, on a form acceptable to the Prosecuting Attorney, releasing Pend Oreille County, its Commissioners, elected officials, employees, attorneys, and other agents, from any and all liability to the fullest extent permitted by law.

SECTION 9. DEATH OR DISABILITY

If the Employee dies or becomes permanently disabled and unable to perform the work described in Exhibit A, as amended, the employment relationship shall be terminated as of the last day of the month during which death or permanent disability occurs. Upon the death or permanent disability

of the Employee, neither the Employee nor their beneficiaries or estate shall have any further rights against the County, except the right to receive:

- a. The unpaid portion of salary for the month in which employment ends, as well as accrued and unused annual leave;
- b. Reimbursement of any unpaid business expenses; and,
- c. Life insurance, disability insurance, and/or any other post-termination benefits in accordance with the terms and conditions of the applicable benefit plans, if any.

Employee shall be deemed to suffer permanent disability in any instance in which their health or physical condition render them unable to perform any essential functions described in Exhibit A, as amended, whether with or without reasonable accommodation. This definition is not intended to waive the County's duty of accommodation or its duty of due inquiry under federal and state laws pertaining to disabilities.

For purposes of this Section, Employee's essential job functions shall include, but not be limited to, those set out in Exhibit A, as amended from time to time.

SECTION 10. INDEMNIFICATION

Whenever an action or proceeding for damages is brought against the Employee, allegedly arising from actions or omissions of the Employee while performing or in good faith purporting to perform their official duties, the following provisions shall supplement the provisions of RCW 4.96.041 and Pend Oreille County Resolution 2018-26, which are incorporated herein by this reference:

- a. Within ten (10) days of receipt of notice of the existence of an action or proceeding for damages, the Employee shall submit a written request to the Clerk of the Board asking that the County defend and indemnify the Employee, including their marital community, if applicable.
- b. Upon receipt of such a written request from the Employee, the Board shall, within a reasonable time, make a prima facie determination whether the action or proceeding arose from actions or omissions of the Employee while performing or in good faith purporting to perform their official duties. If the finding is in the affirmative, the necessary expense of defending the Employee and their marital community in the action or proceeding shall be paid by the County. If the answer is in the negative, no defense shall be provided and no expenses paid by the County.
- c. In the event the action or proceeding results in any nonpunitive monetary judgment against the Employee or their marital community, the County shall indemnify the Employee for the monetary judgment provided that the Reservation Rights provisions of Resolution 2018-26 was not enacted award or unless the finder of fact determines that the act(s) or omission(s) giving rise to the action or proceeding did not arise from the good faith performance of an official duty, or unless a court of competent jurisdiction has ordered otherwise.
- d. Except as specifically directed by the Board, through its legal representative, the Employee may not engage in the following acts with respect to actions or proceedings for damages defended pursuant to this Agreement: (1) negotiate or otherwise effect the settlement of

said action or proceeding; or (2) admit liability on the part of the County, including admissions of personal liability. A violation of this provision shall constitute breach of this Agreement and shall result in the denial of defense and indemnification.

- e. The County shall not be required to defend or indemnify the Employee in criminal proceedings, or in civil proceedings in which the Employee is the plaintiff, or in actions brought against the Employee by the County (other than derivative actions asserted by third parties on behalf of the County), to the extent the Board makes a prima facie finding and/or it is finally adjudicated that the Employee did not act in good faith and in the reasonable belief that the Employee's actions were appropriate in the discharge of the Employee's duties for the County, or to the extent prohibited by law.
- f. This indemnification provision shall survive termination of this Agreement. The Employee agrees to cooperate and participate as necessary to defend an action or proceeding. If the Employee is no longer a County employee at the time of such defense, the County shall compensate the Employee at an hourly rate equal to the adjusted hourly rate of the Employee's final salary while employed by the County, and in addition, will reimburse the Employee for reasonable travel and lodging expenses directly related to the Employee's participation in said defense.
- g. Nothing contained herein shall be construed to limit the County's discretion per RCW 4.96.041(4) to pay or not to pay any award of punitive damages.

SECTION 11. PUBLIC RECORDS ACT

Employee shall at all times (both during and subsequent to the term of this Agreement) render all possible assistance to the County in fulfilling the County's obligations to third parties pursuant to Washington's Public Records Act, including any necessary travel and/or testimony. If County requests such assistance subsequent to the termination of this Agreement, then County shall compensate Employee for all hours spent in rendering such cooperation at Employee's hourly rate of take-home pay effective on the date prior to the termination of County employment (less benefits). All such remuneration shall constitute taxable income of Employee. County also shall reimburse all expenses necessarily incurred by Employee in rendering such assistance.

SECTION 12. AMENDMENT; AUTHORITY TO AMEND OR TO GIVE NOTICE

The terms of this Agreement may not be altered, amended, or otherwise modified except by the express, written consent of the parties. Employee acknowledges that only a majority of the members from time to time of the Board of County Commissioners have the authority to give any notice required or anticipated by the Agreement, or to amend or to waive any provision hereof. Accordingly, Employee stipulates that she shall at no time assert that any other officer or employee of the County (including any one member of its Board of County Commissioners) has apparent or ostensible authority to amend, modify, or waive any provision of this Agreement, or to give any notice required or anticipated by this Agreement.

SECTION 13. SEVERABILITY

If any section or other provision of this Agreement is held to be invalid or unenforceable, the remaining sections or provisions shall remain in full force and effect.

SECTION 14. ASSIGNMENT OR DELEGATION

The Employee may not assign any right under this Agreement, nor may she delegate any benefit, or interest arising pursuant to this Agreement, without the express, written consent of the County Commissioners; any purported assignment without such consent will be void and in no event will the County honor such an assignment.

SECTION 15. BINDING EFFECT

This Agreement is for the benefit of, and shall remain binding upon, the respective legal representatives and successors of the parties.

SECTION 16. HEADINGS

The section headings in this Agreement are for reference only and shall not by themselves determine the construction or interpretation of the Agreement

SECTION 17. APPLICABLE LAWS

Both the County and the Employee agree to abide by all applicable federal, state, and local laws. This Agreement shall be governed by the laws of state of Washington excluding Washington's choice of law rules.

SECTION 18. WAIVER AND CONSENT

No waiver or consent, express or implied, by either party, to any breach or default by the other party of any or all of its obligations under this Agreement, will be valid unless it is in writing and stated to be a "waiver" or "consent."

SECTION 19. VENUE

Venue for any legal action or legal proceeding arising under or in any way relating to this Agreement shall lie exclusively in the Superior Court of Washington for Pend Oreille County, at Newport; or in the United States District Court for the Eastern District of Washington, at Spokane.

SECTION 20. ENTIRE AGREEMENT

This Agreement, including attached Exhibits referenced herein, constitutes the entire agreement between the parties and supersedes all prior oral or written agreements or understandings between the parties with respect to the subject matter of this Agreement. Where this Agreement does not address personnel policies and procedures adopted in the Pend Oreille County Personal Policy Handbook, the Personnel Policy Handbook shall be determinative in any dispute. Where this Agreement addresses matters not contained in the Personnel Policy Handbook, or where it may specifically contradict the Personnel Policy, it is the express intent of the County and Employee that this Agreement shall be determinative.

SECTION 21. AGREEMENT READ AND UNDERSTOOD BY EMPLOYEE

Employee acknowledges that she has read and understood each and every section and provision of this Agreement. Employee further acknowledges that she has had ample opportunity to consult with an attorney of their own choosing before signing this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement on the _____ day of March, 2024.

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

Robert Rosencrantz, Chair

John Gentle, Vice-Chair

Brian Smiley, Member

EMPLOYEE

Shannon Holifield
Shannon Holifield

ATTEST:

Crystal Zieske, Clerk of the Board

PAYROLL CHANGE NOTICE

Effective Date:

June 10, 2024

Name:

Shannon Holifield

Department:

Counseling Services

Check all applicable boxes	FROM:	TO:
<input checked="" type="checkbox"/> Department		Counseling Services
<input checked="" type="checkbox"/> Job		Director of Counseling Services
<input type="checkbox"/> Shift		
<input checked="" type="checkbox"/> Rate		\$105,000 / year
<input type="checkbox"/> Longevity		
<input type="checkbox"/> Other		

THE REASON FOR THE CHANGE(S):

<input checked="" type="checkbox"/> Hired	<input type="checkbox"/> Step Increase
<input type="checkbox"/> Re-hired	<input type="checkbox"/> Length of Service Increase - Longevity
<input type="checkbox"/> Promotion	<input type="checkbox"/> Re-evaluation of Existing Job
<input type="checkbox"/> Demotion	<input type="checkbox"/> Resignation
<input type="checkbox"/> Transfer	<input type="checkbox"/> Retirement
<input type="checkbox"/> Merit Increase	<input type="checkbox"/> Layoff
<input type="checkbox"/> Wage Scale Change	<input type="checkbox"/> Discharge
<input type="checkbox"/> Leave of Absence from _____ until _____	
	<i>Date</i> <i>Date</i>
<input checked="" type="checkbox"/> Other (explain) _____	Employment Agreement

AUTHORIZATION:

1st	Prepared by:	Date
	Brenda Miller, HR Director	3/13/24
	Authorized by:	Date
	BOCC	3/18/24
2nd	Prepared by:	Date
	Authorized by:	Date

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

SUBJECT: Promotion to Permit Technician

SUBMITTED BY: G Snow
AGENDA: March 18, 2024

DATE FINAL ACTION IS NEEDED: 03/18/2024	ATTACHMENTS:	TYPE OF ACTION REQUESTED
APPROVAL NEEDED FOR COMMISSION Packet:		<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Agreement <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Consensus <input type="checkbox"/> Other
_____ Commissioner Chair (initials)		
_____ Commissioner (initials)		
_____ Commissioner (initials)		
FINAL ACTION TAKEN: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> No Action		
Commissioners' Minutes Reference: _____		

RECOMMENDATION OR REQUEST: Approve the updated job description for Permit Technician, promote Savannah Widger to Permit Technician at Step 2, effective March 1, 2024, and approve the associated payroll change notice.

Proposed wage:

Step 2
3,836.39

DISCUSSION: Due to movement within the Community Development department, there is an opportunity to promote Savannah to Permit Technician. Savannah continues to strive to make herself more valuable to this office by her ability and willingness to learn. She will be assuming the duties of this position in addition to her Administrative Assistant responsibilities. The updated job description depicts the combination of duties.

Current wage:

\$3,353.20 / month

ALTERNATIVES: Promote Savannah to Permit Tech and hire a new Admin Assistant. Or hire a new Permit Tech. Both options would cost more money.

FISCAL IMPACT:

- **SOURCE OF FUNDS:** CDD Budget
- **AMOUNT BUDGETED:** ~~\$3836.39/mo.~~ \$43,378.35 budgeted for year (js)
- **AMOUNT NEEDED FOR PROJECT:** \$

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

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

B&M

HR initials

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

see attached 

Jill initials

Revised 12.27.2023

Permit Technician		BUDGETED	
	estimated for hybrid position	43,378.35	
BUDGET TOTAL			43,378.35
Savannah Widger		Actual pd to date	
	Jan 10-March 10	8,334.17	
SUB-TOTAL		8,334.17	
Requested Step 2- \$3836.39			
	25-Mar	1,918.20	
	April-Dec-9months	34,527.51	
SUB-TOTAL		36,445.71	
EXPENDITURE TOTAL			44,779.88

1,401.53
over budget

PEND OREILLE COUNTY POSITION DESCRIPTION

JOB TITLE: Permit Technician

DEPARTMENT: Community Development

REPORTS TO: Community Development Director

PAY GRADE: Full-Time (37.5 hours / week); Non-Exempt Position; Benefits Apply

REPRESENTED: Represented

BOCC APPROVED DATE: ~~December 2020~~ _____

JOB SUMMARY: This position is responsible for providing comprehensive, accurate, and professional assistance to the public and ~~the e~~County staff on a wide range of issues and applications relating to building and land use regulations, plans, policies, and permit processes. ~~Employees in these positions~~ The Permit Technician provides customer service, ~~provide~~ technical information, reviews and analyzes mapped parcel information, and guides potential applicants to and through the appropriate applications and processes for building and land development permits.

SUPERVISORY RESPONSIBILITIES: None

ESSENTIAL FUNCTIONS:

1. Responsible for providing technical information regarding applicable county regulations, processes, and application procedures for particular sites or a specific development proposal.
2. ~~Responsible for~~ researching property information databases to identify zoning and critical areas issues, building or zoning violations, subdivision or lot segregation history and ownership, etc.
3. Responsible for providing customers with the correct and necessary application forms and be able to clearly communicate the need for complete and accurate applications. Responsible for determining when additional supporting application information will be required, such as geo-technical analyses, archaeological surveys, flood elevation details, etc.
4. ~~Responsible for a~~Assisting customers with their preparation of application materials. Responsible for entering applications in the permit tracking software system and ensuring that review comments are placed in that database.
5. Responsible for the intake and initial review of all building permits, land development, and planning applications.
- 5-6. Reviewing materials with applicants to determine if the application materials are complete and assist planners with initial review of proposals for consistency with county and state regulations, including the Building Code, county zoning, subdivision, shoreline, and critical areas ordinances.
- 6-7. Prior to building permit and land use permit issuance, ensureing that all applicable departments have reviewed and approved the application. Calculate permit fees, contact the applicants, and coordinate the pickup, issuance, and payment of fees.
8. Responsible for initial review and processing of Boundary Line Adjustments
9. Operation of software applications, including but no limited to Microsoft Office Professional (Word, Excel, Access, and Power Point).
10. Mailing of Public Notices.
11. Responsible for producing a variety of written work products, including letters, memorandums, summaries, presentations and reports.
12. Entering building permit applications into Permit Tracking System.
13. Issuing building permits, scheduling building inspections, research of historic development.
14. Acting secretary for Planning Commission.
15. Must be able to work on several projects simultaneously and without supervision. Meet deadlines in a timely and accurate manner.
- 7-16. _____

8.17. _____ Performing other tasks as directed.

KNOWLEDGE AND ABILITIES:

1. A background with strong customer service experience is preferred.
2. Familiarity with maps, legal descriptions, and land title research concepts.
3. Basic knowledge of the Pend Oreille County comprehensive plan, the zoning, subdivision, site plan, shoreline, and critical areas ordinances, and related state and federal requirements.
4. Ability to gain working knowledge of the Building Code and related permitting processes.
5. Obtain Building Inspector Certificate within 1 year of employment.
6. Ability to maintain and understand the need for confidentiality.
7. Ability to maintain a high standard of accuracy, completeness, and efficiency.
8. Ability to quickly grasp new techniques, deal with rapid change in events, remain calm in stressful and sometimes hostile situations, and relate to various personality styles in a professional manner.
9. Ability to effectively communicate with others, both orally and in writing.
- 9.10. _____ Independent and self-motivated to complete tasks by required deadlines while simultaneously working on other tasks.

EDUCATION AND EXPERIENCE:

1. High School Diploma or equivalent. ~~Persons with an AA degree are preferred.~~
2. Two (2) years of general office experience are required for this position. ~~All candidates for Permit Tech positions~~
- 2.3. ~~m~~ Must have a working proficiency with typical office word processing software, spreadsheets, and database systems.
- 3.4. Applicants may be considered who demonstrate an equivalent combination of education and experience to provide the necessary skills, knowledge, and ability to perform the work, at the sole discretion of the County.

LICENSES AND OTHER REQUIREMENTS:

1. Valid driver's license required.
2. Must successfully pass a background check and driving records check.

WORKING ENVIRONMENT / PHYSICAL ABILITIES: Work is performed in an office setting with periods of standing, sitting and kneeling. ~~Hand-eye coordination and fine manipulation skills are necessary to operate computers and various office machines.~~ This position also requires good listening skills and occasional lifting of up to 50 pounds. Regular and punctual attendance is required. Because of the nature of this position, duties must be performed during regular hours within the department (no telecommuting).

BEHAVIORAL STANDARDS: Respectful, courteous, and friendly to customers, other County employees, and County leadership. A team player that helps the organization meet its objectives. Takes initiative to meet work objectives. Effectively communicates with customers and other County employees. Builds relationships with co-workers and managers. Positively represents the County, maintaining the trust County residents have placed in each of us. Demonstrates honest and ethical behavior.

SIGNATURES

This job description has been approved by:

Department Head Signature: _____ Date _____

Human Resources Signature: _____ Date _____

PEND OREILLE COUNTY POSITION DESCRIPTION

JOB TITLE: Permit Technician

DEPARTMENT: Community Development

REPORTS TO: Community Development Director

PAY GRADE: Full-Time (37.5 hours / week); Non-Exempt Position; Benefits Apply

REPRESENTED: Represented

BOCC APPROVED DATE: 3/18/24 _____

JOB SUMMARY: This position is responsible for providing comprehensive, accurate, and professional assistance to the public and County staff on a wide range of issues and applications relating to building and land use regulations, plans, policies, and permit processes. The Permit Technician provides customer service, technical information, reviews and analyzes mapped parcel information, and guides potential applicants to and through the appropriate applications and processes for building and land development permits.

SUPERVISORY RESPONSIBILITIES: None

ESSENTIAL FUNCTIONS:

1. Responsible for providing technical information regarding applicable county regulations, processes, and application procedures for particular sites or a specific development proposal.
2. Researching property information databases to identify zoning and critical areas issues, building or zoning violations, subdivision or lot segregation history and ownership, etc.
3. Responsible for providing customers with the correct and necessary application forms and be able to clearly communicate the need for complete and accurate applications. Responsible for determining when additional supporting application information will be required, such as geo-technical analyses, archaeological surveys, flood elevation details, etc.
4. Assisting customers with their preparation of application materials. Responsible for entering applications in the permit tracking software system and ensuring that review comments are placed in that database.
5. Responsible for the intake and initial review of all building permits, land development, and planning applications.
6. Reviewing materials with applicants to determine if the application materials are complete and assist planners with initial review of proposals for consistency with county and state regulations, including the Building Code, county zoning, subdivision, shoreline, and critical areas ordinances.
7. Prior to building permit and land use permit issuance, ensuring that all applicable departments have reviewed and approved the application. Calculate permit fees, contact the applicants, and coordinate the pickup, issuance, and payment of fees.
8. Responsible for initial review and processing of Boundary Line Adjustments
9. Operation of software applications, including but not limited to Microsoft Office Professional (Word, Excel, Access, and Power Point).
10. Mailing of Public Notices.
11. Responsible for producing a variety of written work products, including letters, memorandums, summaries, presentations and reports.
12. Entering building permit applications into Permit Tracking System.
13. Issuing building permits, scheduling building inspections, research of historic development.
14. Acting secretary for Planning Commission.
15. Must be able to work on several projects simultaneously and without supervision. Meet deadlines in a timely and accurate manner.
16. Performing other tasks as directed.

KNOWLEDGE AND ABILITIES:

1. A background with strong customer service experience is preferred.
2. Familiarity with maps, legal descriptions, and land title research concepts.
3. Basic knowledge of the Pend Oreille County comprehensive plan, the zoning, subdivision, site plan, shoreline, and critical areas ordinances, and related state and federal requirements.
4. Ability to gain working knowledge of the Building Code and related permitting processes.
5. Obtain Building Inspector Certificate within 1 year of employment.
6. Ability to maintain and understand the need for confidentiality.
7. Ability to maintain a high standard of accuracy, completeness, and efficiency.
8. Ability to quickly grasp new techniques, deal with rapid change in events, remain calm in stressful and sometimes hostile situations, and relate to various personality styles in a professional manner.
9. Ability to effectively communicate with others, both orally and in writing.
10. Independent and self-motivated to complete tasks by required deadlines while simultaneously working on other tasks.

EDUCATION AND EXPERIENCE:

1. High School Diploma or equivalent. AA degree preferred.
2. Two (2) years of general office experience are required for this position.
3. Must have a working proficiency with typical office word processing software, spreadsheets, and database systems.
4. Applicants may be considered who demonstrate an equivalent combination of education and experience to provide the necessary skills, knowledge, and ability to perform the work, at the sole discretion of the County.

LICENSES AND OTHER REQUIREMENTS:

1. Valid driver's license required.
2. Must successfully pass a background check and driving records check.

WORKING ENVIRONMENT / PHYSICAL ABILITIES: Work is performed in an office setting with periods of standing, sitting and kneeling. This position also requires good listening skills and occasional lifting of up to 50 pounds. Regular and punctual attendance is required. Because of the nature of this position, duties must be performed during regular hours within the department (no telecommuting).

BEHAVIORAL STANDARDS: Respectful, courteous, and friendly to customers, other County employees, and County leadership. A team player that helps the organization meet its objectives. Takes initiative to meet work objectives. Effectively communicates with customers and other County employees. Builds relationships with co-workers and managers. Positively represents the County, maintaining the trust County residents have placed in each of us. Demonstrates honest and ethical behavior.

SIGNATURES

This job description has been approved by:

Department Head Signature: _____ Date _____
Human Resources Signature: _____ Date _____

Employee signature below indicates the employee's understanding of the requirements, essential functions, and duties of the position. The statements herein are intended to describe the general nature and level of work performed. They are not intended to be construed as an exhaustive list of all responsibilities, duties, skills, and conditions required of personnel so classified. It does not constitute a contract, commitment or promise of any kind.

Employee Signature: _____ Date _____
Employee Name: _____

THIS POSITION DESCRIPTION DOES NOT CONSTITUTE A CONTRACT FOR EMPLOYMENT.

PAYROLL CHANGE NOTICE

Effective Date: March 1, 2024
Name: Savannah Widger
Department: Community Development

Check all applicable boxes	FROM:	TO:
<input type="checkbox"/> Department		
<input checked="" type="checkbox"/> Job	Admin. Assistant	Permit Technician
<input type="checkbox"/> Shift		
<input checked="" type="checkbox"/> Rate	Step 2 \$3,353.20 / mo.	Step 2 \$3,836.39 / mo.
<input type="checkbox"/> Longevity		
<input type="checkbox"/> Other		

THE REASON FOR THE CHANGE(S):

<input type="checkbox"/> Hired	<input type="checkbox"/> Step Increase
<input type="checkbox"/> Re-hired	<input type="checkbox"/> Length of Service Increase - Longevity
<input checked="" type="checkbox"/> Promotion	<input type="checkbox"/> Re-evaluation of Existing Job
<input type="checkbox"/> Demotion	<input type="checkbox"/> Resignation
<input type="checkbox"/> Transfer	<input type="checkbox"/> Retirement
<input type="checkbox"/> Merit Increase	<input type="checkbox"/> Layoff
<input type="checkbox"/> Wage Scale Change	<input type="checkbox"/> Discharge
<input type="checkbox"/> Leave of Absence from _____ until _____	
	<i>Date</i> <i>Date</i>
<input type="checkbox"/> Other (explain) _____	

AUTHORIZATION:

1st	Prepared by: Brenda Miller, HR Director	<i>Bm</i>	Date 3/14/24
	Authorized by: BOCC		Date 3/18/24
2nd	Prepared by:		Date
	Authorized by:		Date

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

SUBJECT: Promotion to Senior Building Inspector

SUBMITTED BY: G Snow

AGENDA: March 18, 2024

DATE FINAL ACTION IS NEEDED: 03/18/2024	ATTACHMENTS:	TYPE OF ACTION REQUESTED
APPROVAL NEEDED FOR COMMISSION Packet:		<input type="checkbox"/> Ordinance
_____ Commissioner Chair (initials)		<input type="checkbox"/> Resolution
_____ Commissioner (initials)		<input type="checkbox"/> Agreement
_____ Commissioner (initials)		<input checked="" type="checkbox"/> Motion
FINAL ACTION TAKEN:		<input type="checkbox"/> Consensus
<input type="checkbox"/> Approved		<input type="checkbox"/> Other
<input type="checkbox"/> Denied		
<input type="checkbox"/> No Action		
Commissioners' Minutes Reference: _____		

RECOMMENDATION OR REQUEST: Approve the updated job description for Senior Building Inspector, promote Dennis Alliger to Senior Building Inspector at Step 3, effective March 1, 2024, and approve the associated payroll change notice.

Proposed wage:

Step 3
4,614.62

DISCUSSION: Due to a retirement within the Community Development department, Dennis has been trained and groomed to be promoted upon the departure of the Senior Building Inspector. Dennis is essential to the successful operation of the building side of the Department, he has a can-do attitude, and his experience is very valuable. Because of the level of responsibility, I am asking he be placed at Step 3 on the current wage scale.

Current wage:

\$4,066.58 / month

ALTERNATIVES:

FISCAL IMPACT:

- **SOURCE OF FUNDS:** CDD Budget
- **AMOUNT BUDGETED:** \$4614.62/mo. \$64,925.32 total for year (js)
- **AMOUNT NEEDED FOR PROJECT:** \$

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

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

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

_____ **B&M** **HR initials**

_____ **J&** **Jill initial**

Revised 12.27.2023

see attached

Senior Building Inspector		BUDGETED	
	budgeted for	12,886.94	
	Building Inspector	<u>52,038.38</u>	
BUDGET TOTAL			64,925.32
		Actual pd to date	
	Jan 10-March 10		
Denis Alliger		10,107.23	
Rick Cruse		<u>11,453.23</u>	
SUB-TOTAL		21,560.46	
Requested Step 3-			
\$4614.62	25-Mar	2,307.31	
	April-Dec-9months	<u>41,531.58</u>	
SUB-TOTAL		43,838.89	
EXPENDITURE TOTAL			65,399.35

474.03

over budget

**PEND OREILLE COUNTY
JOB DESCRIPTION**

DEPARTMENT: Community Development

TITLE: Senior Building Inspector

DATE: June 2022

REPORTS TO: Community Development Director

BASIC FUNCTIONS:

1. This position has thorough knowledge of the administrative practices and procedures relative to building inspections and code enforcement.
2. Has thorough knowledge of the principles and practices of engineering as applied to code enforcement.
3. Has thorough knowledge of the occupational hazards and proper safety precautions of building inspections.
4. Has considerable knowledge of the principles and practices of supervision, organization, and public administration.
5. Has considerable knowledge of the current literature, trends, and development in the field of building inspections. Can effectively express ideas orally and in writing.
6. Can establish and maintain effective working relationships with County and State officials, and as otherwise necessitated by work assignments.

QUALIFICATIONS:

1. Graduation from high school and 5 years' experience in building or construction inspection.
2. Combination of training and experience which provide the required knowledge, skills, and abilities.
3. International Conference of Building Officials (ICBO) certification or equivalent certification as a Building Inspector.
4. Must be able to operate a motor vehicle. Must be able to exert up to 50 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects.
5. Physical demand requirements are for Medium Work.
6. Requires the ability to compare and / or judge the readily observable, functional, structural, or compositional characteristics (whether similar or divergent from obvious standards) of data or structures.
7. Requires the ability of speaking and / or signaling people to convey or exchange information. Includes giving instructions, assignments, or directions to subordinates or assistants.
8. Requires the ability to read a variety of reports, letters, and memos, etc. Requires the ability to prepare correspondence, reports, forms, certificates of occupancy, building permits, and stop work orders, etc., using prescribed formats. Requires the ability to speak to people with poise, voice control, and confidence.
9. Requires the ability to apply principles of logical or scientific thinking to define

problems, collect data, establish facts, and draw valid conclusions; to interpret an extensive variety of technical instructions in mathematical or diagrammatic form; and to deal with several abstract and concrete variables.

10. Requires the ability to record and deliver information, to explain procedures, to follow oral and written instructions. Must be able to communicate effectively and efficiently in a variety of technical or professional languages including engineering.
11. Requires the ability to handle a variety of items such as motorized, equipment, drafting tools, and office equipment. Must have minimal levels of eye / hand / foot coordination.
12. Requires the ability to deal with people beyond giving and receiving instructions. Must be adaptable to performing under minimal levels of stress.
13. Requires the ability to talk and hear (Talking: expressing or exchanging ideas by means of spoken words. Hearing: perceiving nature of sounds by ear.) Must be able to communicate via telephone.

ESSENTIAL JOB FUNCTIONS:

1. **Quality of Work:** Maintains high standards of accuracy in exercising duties and responsibilities. Exercises immediate remedial action to correct any quality deficiencies that occur in areas of responsibility. Maintains high quality communication and interacts with all County departments, co- workers, contractors, and the public.
2. **Quantity of Work;** Maintains effective and efficient output of all duties and responsibilities.
3. **Dependability:** Assumes responsibility for doing assigned work and meeting deadlines. Completes assigned work on or before deadlines in accordance with directives, County policy, standards, and prescribed procedures. Accepts accountability for meeting assigned responsibilities in the technical, human, and conceptual areas.
4. **Judgment:** Exercises analytical judgment in areas of responsibility. Identifies problems or situations as they occur and specifies decisive objectives. Identifies or assists in identifying alternative solutions to problems or situations, implements decisions in accordance with prescribed and effective policies and procedures and with a minimum of errors. Seeks expert or experienced advice and researches problems, situations, and alternatives before exercising judgment.
5. **Cooperation:** Accepts supervisory instruction and direction and strives to meet the goals and objectives of same. Questions such instruction and direction when clarification of results or consequences are justified, poor communications, variance with County policy or procedures, etc. Offers suggestions and recommendations to encourage and improve cooperation between all staff persons and departments within the County.
6. **Relationship with Others:** Shares knowledge with supervisors and staff for mutual and County benefit. Contributes to maintaining high morale among all County employees. Develops and maintains cooperative and courteous relationships with department employees, staffers and managers in other departments, representatives from organizations, and the public to maintain good will toward the County and project a good County image. Tactfully and effectively handles requests, suggestions and complaints from other departments and persons to maintain good will within the County. Interacts effectively with fellow employees, supervisor, professionals, contractors, and the public.

7. **Coordination of Work:** Plans and organizes daily work routine. Establishes priorities for the completion of work in accordance with sound time-management methodology. Avoids duplication of effort. Estimates expected time of completion of elements of work and establishes a personal schedule accordingly. Attends meetings, planning sessions and discussions on time. Implements work activity in accordance with priorities and estimated schedules. Maintains a calendar for meetings, deadlines, and events.
8. **Planning:** Plans, directs, and uses information effectively to enhance activities and production. Knows and understands the expectations of the County regarding the activities of the department and works to see that these expectations are met. Designs and formulates ways, means, and timing to achieve the goals and objectives of the department and the County. Within the constraints of County policy, formulates the appropriate strategy and tactics for achieving departmental and County objectives. Organizes, arranges, and allocates manpower, financial, and other designated resources in an efficient and effective way to achieve the goals and objectives of the department and County.
9. **Organizing:** Organize work and that of subordinate staff well. Ensures that staff members know what results are expected of them and that they are regularly and appropriately informed of all County and departmental matters affecting them and/or of concern to them.
10. **Staffing:** Works with other County officials and management to select and recommend employment of personnel for the department who are qualified both technically and philosophically to meet the needs of the department and the County. Personally, directs the development and training of departmental personnel to ensure that they are properly inducted, oriented, and trained.
11. **Delegating:** Assigns additional duties to staff as necessary and/or appropriate to meet departmental goals, enhance staff abilities, build confidence on the job, and assist staff members in personal growth. Has confidence in staff to meet new or additional expectations.
12. **Decision Making:** Uses discretion and judgment in developing and implementing courses of action affecting the department. When a particular policy, procedure or strategy does not appear to be achieving the desired result, moves decisively and definitively to develop and implement alternatives.
13. **Creativity:** Regularly seeks new and improved methodologies, policies, and procedures for enhancing the effectiveness of the department and County. Employs imagination and creativity in the application of duties and responsibilities. Is not averse to change.
14. **Policy Implementation:** Has a clear and comprehensive understanding of County policies regarding the department and County function. Adheres to those policies in the discharge of duties and responsibilities and ensures the same from subordinate staff.
15. **Policy Formulation:** Keeps abreast of changes in operating philosophies and policies of the County and continually reviews departmental policies to ensure that any changes in County philosophy or practice are appropriately incorporated. Also understands the relationship between operating policies and practices and departmental morale and performance. Works to see that established policies enhance same.

PEND OREILLE COUNTY POSITION DESCRIPTION

JOB TITLE: Senior Building Inspector

DEPARTMENT: Community Development

REPORTS TO: Community Development Director

PAY GRADE: Full-Time (37.5 hours / week); Non-Exempt Position; Benefits Apply

REPRESENTED: Represented

BOCC APPROVED DATE: 3/18/24

JOB SUMMARY: The Senior Building Inspector is responsible for providing inspections of new and existing buildings and structures for compliance with all applicable building codes. This position must also help customers with code questions and educate patrons in the knowledge of code requirements, ordinances, and policies to create better working relations and efficient building practices. The Senior Building Inspector investigates possible work without permits and conducts pre-construction and pre-development meetings as needed.

SUPERVISORY RESPONSIBILITIES: None

ESSENTIAL FUNCTIONS:

1. Maintain thorough knowledge of the administrative, engineering, and occupationally hazardous practices and procedures relative to building inspections and code enforcement. This includes but is not limited to the International Building Code (IBC), International Residential Code (IRC), International Mechanical Code (IMC), Uniform Plumbing Code (UPC), state amendments, local ordinances, and other applicable requirements.
2. Inspect structures for building, accessibility, plumbing, and mechanical installations for conformance with appropriate codes, regulations, and plans/specification.
3. Perform daily inspection requests in a manner designed to achieve consistency of inspections, quickest possible response to requests, and efficient use of inspection resources.
4. Evaluate buildings and other structures for structural, electrical, and general life safety issues during disasters and emergencies.
5. Monitor construction projects to detect conditions which may require changes in the construction sequence; inform builders of code violations and necessary actions for compliance.
6. Perform limited plan review of structural, non-structural, and fire life safety components of commercial and residential buildings to ensure compliance with Federal, State, and locally adopted and amended codes.
7. Read and interpret architectural drawings, site plans, topographic maps, structural drawings and calculations.
8. Act as code enforcement on investigations and complaints of building, plumbing, electrical, mechanical, and property maintenance code violations related to new and existing structures.
9. Maintain inspection related records and files and prepare related reports.
10. Operate computer equipment, drafting tools, and any applicable motorized equipment.
11. Uses discretion and judgment in developing and implementing courses of action affecting the department.
12. Coordinate responses with multiple departments to ensure the applicant receives accurate information.
13. Conduct pre-construction, pre-development, and other meetings as needed.
14. Identify specific needs for code clarification and/or interpretation. Identifies or assists in identifying alternative solutions to problems or situations, implements decisions in accordance with prescribed and effective policies and procedures and with a minimum of errors. Seeks expert or experienced advice and researches problems, situations, and alternatives before exercising judgment.
15. Regularly seeks new and improved methodologies, policies, and procedures for enhancing the effectiveness of the department and County. Employs imagination and creativity in the application of duties and responsibilities. Is not averse to change.
16. Assists in motivating and guiding staff.
17. Performs other related duties as assigned.

KNOWLEDGE AND ABILITIES:

1. Knowledge of relevant Federal, State, Regional and local building laws, policy, codes, and standards.
2. Requires the ability to compare and / or judge the readily observable, functional, structural, or compositional characteristics (whether similar or divergent from obvious standards) of data or structures.
3. Requires the ability to read a variety of reports, letters, and memos, etc. Requires the ability to prepare correspondence, reports, forms, certificates of occupancy, building permits, and stop work orders, etc., using prescribed formats.
4. Requires the ability to apply principles of logical or scientific thinking to define problems, collect data, establish facts, and draw valid conclusions; to interpret an extensive variety of technical instructions in mathematical or diagrammatic form; and to deal with several abstract and concrete variables.
5. Requires the ability to record and deliver information, to explain procedures, to follow oral and written instructions. Must be able to communicate effectively and efficiently in a variety of technical or professional languages including engineering.
6. Requires the ability to handle a variety of items such as motorized equipment, drafting tools, and office equipment.
7. Must be adaptable to performing under minimal levels of stress.

EDUCATION AND EXPERIENCE:

1. Must have a high school diploma or equivalent.
2. Must have five (5) years' experience in building or construction inspection, or a combination of training and experience which provide the required knowledge, skills, and abilities.
3. International Conference of Building Officials (ICBO) certification or equivalent certification as a Building Inspector.

LICENSES AND OTHER REQUIREMENTS:

1. Valid driver's license required.
2. Must successfully pass a background check and driving records check.

WORKING ENVIRONMENT / PHYSICAL ABILITIES:

Must be able to operate a motor vehicle. Physical demand requirements are for Medium Work. Work is performed both indoors and outdoors with periods of standing, sitting, kneeling, and walking over uneven terrain. This position also requires good listening skills and occasional lifting of up to 50 pounds. Exposure to noise, fumes, chemical and/or extreme weather conditions can be expected. Regular and punctual attendance is required. Because of the nature of this position, duties must be performed during regular hours within the department. (no telecommuting)

BEHAVIORAL STANDARDS: Respectful, courteous, and friendly to customers, other County employees, and County leadership. A team player that helps the organization meet its objectives. Takes initiative to meet work objectives. Effectively communicates with customers and other County employees. Builds relationships with co-workers and managers. Positively represents the County, maintaining the trust County residents have placed in each of us. Demonstrates honest and ethical behavior.

SIGNATURES

This job description has been approved by:

Department Head Signature: _____

Date _____

Human Resources Signature: _____

Date _____

Employee signature below indicates the employee's understanding of the requirements, essential functions, and duties of the position. The statements herein are intended to describe the general nature and level of work performed. They are not intended to be construed as an exhaustive list of all responsibilities, duties, skills, and conditions required of personnel so classified. It does not constitute a contract, commitment or promise of any kind.

Employee Signature: _____

Date _____

Employee Name: _____

THIS POSITION DESCRIPTION DOES NOT CONSTITUTE A CONTRACT FOR EMPLOYMENT.

PAYROLL CHANGE NOTICE

Effective Date: March 1, 2024

Name: Dennis Alliger

Department: Community Development

Check all applicable boxes	FROM:	TO:
<input type="checkbox"/> Department		
<input checked="" type="checkbox"/> Job	Permit Technician	Senior Building Inspector
<input type="checkbox"/> Shift		
<input checked="" type="checkbox"/> Rate	Step 3 \$4,066.58 / mo.	Step 3 \$4,614.62 / mo.
<input type="checkbox"/> Longevity		
<input type="checkbox"/> Other		

THE REASON FOR THE CHANGE(S):

<input type="checkbox"/> Hired	<input type="checkbox"/> Step Increase
<input type="checkbox"/> Re-hired	<input type="checkbox"/> Length of Service Increase - Longevity
<input checked="" type="checkbox"/> Promotion	<input type="checkbox"/> Re-evaluation of Existing Job
<input type="checkbox"/> Demotion	<input type="checkbox"/> Resignation
<input type="checkbox"/> Transfer	<input type="checkbox"/> Retirement
<input type="checkbox"/> Merit Increase	<input type="checkbox"/> Layoff
<input type="checkbox"/> Wage Scale Change	<input type="checkbox"/> Discharge
<input type="checkbox"/> Leave of Absence from _____ until _____	
	<i>Date</i> <i>Date</i>
<input type="checkbox"/> Other (explain) _____	

AUTHORIZATION:

1st	Prepared by:	Date
	Brenda Miller, HR Director <i>B&M</i>	3/14/24
2nd	Authorized by:	Date
	BOCC	3/18/24
	Prepared by:	Date
	Authorized by:	Date

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

SUBJECT: Collective Bargaining Agreement Approval

SUBMITTED BY: Brenda Miller
AGENDA: Consent Agenda 3/18/24

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

RECOMMENDATION OR REQUEST: Approve the Collective Bargaining Agreement Between Pend Oreille County Board of County Commissioners and Teamsters Union, Local 690, Pend Oreille Co. I.T.S. Department, effective January 1, 2024 through December 31, 2025.

DISCUSSION: A collaborative effort resulted in a reasonable contract for this 2-year period.

ALTERNATIVES: Return to negotiations

FISCAL IMPACT:

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

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

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

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

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

_____ **jk** **Jill initials**

**PEND OREILLE COUNTY
NEWPORT, WASHINGTON**

RESOLUTION NO. 2024- _____

APPROVAL OF COLLECTIVE BARGAINING AGREEMENT BETWEEN PEND OREILLE
COUNTY BOARD OF COUNTY COMMISSIONERS AND TEAMSTERS UNION,
LOCAL 690, PEND OREILLE CO. I.T.S. DEPARTMENT

WHEREAS, Pend Oreille County wishes to formalize the agreement with Teamsters Local 690, Pend Oreille Co. I.T.S. Department via a signed Collective Bargaining Agreement, and

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

WHEREAS, the Board believes that the best interest of the public will be served by entering into said agreement with Teamsters Local 690, Pend Oreille Co. I.T.S. Department.

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

BE IT FURTHER RESOLVED, by the Pend Oreille County Board of Commissioners, that the Collective Bargaining Agreement is hereby approved, and the Chair of the Board, or a majority of the Board is hereby authorized to execute it on behalf of Pend Oreille County.

ADOPTED this _____ day of March, 2024.

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

Robert Rosencrantz, Chair

John Gentle, Vice-Chair

Brian Smiley, Member

ATTEST:

Crystal Zieske, Clerk of the Board

A G R E E M E N T B E T W E E N
BOARD OF COUNTY COMMISSIONERS

And

TEAMSTERS UNION, LOCAL 690
PEND OREILLE CO. I.T.S. DEPARTMENT
2024-2025

This Agreement is entered into by the Board of County Commissioners of Pend Oreille County, hereinafter referred to as the Employer, and Teamsters Union, Local 690 hereinafter referred to as the Union, for the purpose of promoting harmonious relations between the Employer and the Union, establishing equitable and peaceful procedures for the resolution of differences, and the establishing of rates of pay, hours of work and other conditions of employment.

ARTICLE 1 - RECOGNITION

1.1 The Employer recognizes the Union as the sole and exclusive bargaining representative for all full-time and regular part-time employees of the Pend Oreille County I.T.S. Department, excluding the Confidential employees, Supervisors, and all other employees of Pend Oreille County.

ARTICLE 2 - PURPOSE

2.1 The purpose of this Agreement is to ensure true collective bargaining in respect to wages, hours and working conditions, to promote and ensure harmonious relations, cooperation, and understanding between the Employer and its said employees to encourage economy of operation, elimination of waste, cleanliness of plant, protection of County property, and safety of employees; and to that end, the Employer pledges itself to give its employees considerate and courteous treatment and the employees in turn pledge themselves to render the Employer loyal and efficient service, and the parties each agree to treat the other with proper courtesy and respect.

ARTICLE 3 - UNION SECURITY

3.1 There shall be no Employer responsibility for the continued employment or reemployment of probationary or temporary employees. Temporary employees are those who perform work during a work load peak which is cyclic in nature, has an end in sight and normally lasts for up to six (6) months, yet may be extended for a second six (6) month period.

3.2 The Employer agrees to deduct any Union membership dues, once each month, from the pay of those employees who individually authorize in writing that such deductions be made. The amount to be deducted shall be certified to the Employer by the Secretary-Treasurer of the Union, and the aggregate deductions of all employees shall be remitted, together with an itemized statement to the Spokane office of the Union after such deductions have been made.

3.3 The Union hereby indemnifies the Employer and holds it harmless against any and all suits, claims, demands, and liabilities that shall arise out of or by reason of any action that shall be taken by the Employer for the purpose of complying with the provisions of paragraph 3.2 or in reliance on any list or certificate which shall have been furnished to the Employer under provisions of paragraph 3.2.

ARTICLE 4 - MANAGEMENT RIGHTS

4.1 The Union recognizes that the Employer retains the exclusive right to operate and manage the Department, to direct, control and schedule its operations and work force and to make any and all decisions affecting the Department, whether or not specifically mentioned herein and whether or not heretofore exercised. Such prerogatives shall include, but not limited to, the sole and exclusive right to: hire, terminate, promote, layoff, assign, classify, evaluate, transfer, suspend, demote, discharge and discipline employees; select and determine the number of its employees, including the number assigned to any particular work; increase or decrease that number; direct and schedule the work force; determine the location and type of operation; determine and schedule when overtime shall be worked (schedule and require overtime work); install or move equipment; determine the methods, procedures, materials and operations to be utilized or discontinued, and their performance by employees of the Employer; transfer, relocate or discontinue such operations, by transfer or otherwise, in whole or in part at any time; establish, increase or decrease the number of work shifts and their starting and ending time; determine the work duties of employees; promulgate, modify, post and enforce policies, procedures, rules and regulations governing the conduct and acts of employees during working hours; require duties other than those normally assigned to be performed; select supervisory and managerial employees; train employees, discontinue, reorganize or combine any department or branch of operations with any consequent reduction or other change in the working force; introduce new and improved methods of operation or facilities, regardless of whether or not such may cause a reduction in the working force; establish, change, combine or abolish job classifications and determine job content and qualifications; determine reasonable compensation, work performance levels and standards of performance of the employee; and in all respects carry out, in addition, the ordinary and customary functions of management, all without hindrance or interference by the Union except as specifically altered or modified by the express terms of this Agreement.

The foregoing statement of the rights of management and of Employer functions are not all inclusive but indicate the type of matters or rights which belong to and are inherent in management, and shall not be construed in any way to exclude other Employer functions not specifically enumerated. Any of the rights, power or authority the Employer had when there was no Agreement are retained by the Employer and may be exercised without notice and consultation with the Union except those specifically abridged or modified by this Agreement and any supplementary agreement that may hereinafter be made.

ARTICLE 5 - NO STRIKE - NO LOCKOUT

5.1 During the term of this Agreement, it is mutually agreed that there shall be no strikes, lockouts or other slowdown or cessation of work by either party on any labor differences pending the utilization of the grievance machinery in Article 8 provided that the employees covered by this Agreement shall not be expected to pass through a lawful primary picket line.

ARTICLE 6 - UNION/MANAGEMENT RELATIONS

6.1 All collective bargaining with respect to wages, hours and general working conditions shall be conducted by authorized representatives of the Union and authorized representatives of the Employers.

6.2 Agreements reached between the parties to this Agreement shall become effective only when signed by the designated representatives of the Union and the Employers.

ARTICLE 7 - DISCIPLINE

7.1 Disciplinary action or measures shall include only the following and shall be appropriate for the offense:

- Oral reprimand
- Written reprimand
- Suspension (Notice to be given in writing)
- Demotion
- Discharge

7.2 The Employer may discipline employees for just cause.

7.3 Oral Reprimands will not be used as the basis of disciplinary action unless reduced to writing and a copy given to the employee.

7.4 If the Employer has reason to discipline an employee, it shall be done in a professional manner, based on the circumstance.

7.5 Oral reprimands, including those reduced to writing shall not be grievable.

7.6 All employees shall be permitted to review his or her personnel file during normal business hours. Employees shall schedule an appointment with a Human Resources representative of the County who can provide the employee with the personnel file as instructed within the County personnel policy. No citizen complaint shall be placed in an employee's personnel file unless the complaint has resulted in disciplinary action.

7.7 An employee may, at his or her request, have placed in the employee's personnel file a statement containing the employee's rebuttal to any information in the file. This provision does not apply to the records of an employee relating to investigation of a possible criminal

offense, or the internal investigation of a possible departmental policy or procedure violation prior to the completion of the internal investigation. The Employer shall keep the contents of personnel files confidential, subject to the requirements of state and federal law and any applicable provision of this Agreement.

7.8 The Employer recognizes the intent to maintain confidentiality of employee's personal information such as home address, home telephone number, and identity of family members. Therefore, the Employer agrees to take reasonable, lawful steps to assure confidentiality of these matters.

ARTICLE 8 – GRIEVANCE PROCEDURE

A grievance is defined as: A claim or dispute, by an employee, concerning the application, interpretation or administration of this Agreement. Grievances shall be processed in accordance with the following procedures and within the stated time limits. If an employee, the Union or Employer fails to file, move forward or address a grievance within the time limits set forth at any step of the grievance procedure, the grievance shall be considered as resolved in favor of the other party. The parties may, by mutual written agreement, extend any time limit contained in these procedures.

STEP 1. Within five (5) working days from the occurrence of the matter on which the grievance is based, or within five (5) working days from the date the employee has knowledge or should have known of the facts on which the grievance is based, the employee shall, in writing, present his/her grievance to his/her immediate supervisor. Within five (5) working days, from the date the grievance was presented, the immediate supervisor shall reply, in writing, to the employee's complaint. In the event the employee's immediate supervisor is his/her department head or elected official, the grievance process shall begin at Step 2.

STEP 2. In the event the claim or dispute is unresolved at Step 1, or the grievance process is initiated at Step 2, as provided for above, the Union shall, within five (5) working days, from the date of the supervisor's decision, or, if initiated at Step 2, within five (5) working days of the occurrence of the matter on which the grievance is based, or five (5) working days from the date the employee has knowledge or should have known of the facts on which the grievance is based, submit a written grievance to the employee's department head or elected official. The department head or elected official shall set a meeting date within ten (10) working days, of receipt of the written grievance, in an attempt to resolve the complaint or dispute. Within five (5) working days after the meeting, the decision of the department head or elected official decision shall be reduced to writing for placement in the employees file, with a copy mailed to the Union. The written grievance shall be submitted on a form supplied by the Union and shall include the signature of the Union representative and/or grievant, identify the article(s) or provision(s) of this Agreement that were allegedly violated, include supporting materials, and set forth the remedy sought by the employee.

STEP 3. If the grievance is not resolved at Step 2, the Union may, within five (5) working days, appeal the decision of the department head or elected official to the Board of County Commissioners. The Board of County Commissioners will, or in the case of a grievance involving

another elected official, with their approval for matters which fall within the legal authority of the elected official, hear the grievance. A hearing will be conducted during which each party to the grievance shall have the opportunity to present evidence which addresses the factual conclusions reached at Step 2. The decision of the Board of County Commissioners shall be reduced to writing, a copy of which shall be forwarded to the grievant and the Union, and a copy placed in the employee's personnel file.

The Board of County Commissioners may, at their discretion, designate someone on their behalf to hear the grievance and render a decision in conjunction with the Board.

For grievance matters which fall within the authority of an elected official, and those for which the Board of County Commissioners are not able to obtain the affected elected officials approval, the Union shall be allowed to submit the matter to arbitration.

ARBITRATION: Should the grievance not be resolved at Step 2 or Step 3, either party to this Agreement, may within fifteen (15) calendar days of the decision provided at Step 2 or Step 3 notify the other party of their intent to and submit the matter to arbitration.

A. **Scope, Limitations and Arbitrator Authority:** Unless the parties agree in writing, the issue or issues to be submitted to arbitration shall be limited to those set forth and defined in Step 2 of the grievance procedure. In the event the grievance was heard at Step 3 the record shall include the decision of the Board of County Commissioners or their designee. The arbitrator's authority shall be limited to a determination based on the issue or issues thus set forth. It is understood and agreed that the arbitrator shall have no authority to modify, vary, alter, amend, add to or take away from, in whole or in part, any of the terms or provisions of this Agreement.

B. **Arbitrator Selection:** If the parties cannot mutually agree on an impartial arbitrator who is able and willing to serve, on a timely basis, the parties shall jointly request the Public Employment Relations Commission (PERC) or the Federal Mediation and Conciliation Service (FMCS) to provide a list of seven (7) persons who are qualified to act as arbitrator. The representatives of the parties shall determine, by lot, the order of elimination and thereafter each shall, in order, alternately eliminate one (1) name until only one (1) remains. The seventh or remaining person shall be accepted by both the Union and the Employer to serve as arbitrator.

C. **Arbitration Hearing, Expenses and Decision:** The parties further agree: (1) the arbitrator shall conduct the hearing and that his/her rulings with respect to procedure and all objections to the exclusion or inclusion of evidence shall be, during the hearing, binding upon the parties; (2) the Arbitrator or either party may call any employee(s) or other person(s) as a witness during the proceeding, and if an employee(s) is on duty the employer agrees to release the employee(s) from duty to appear as a witness; (3) that all other expenses of the Arbitrator and reporter shall be borne equally by the parties; (4) that the Arbitrator shall render a written decision and/or award within thirty (30) days from the date of the conclusion of the hearing, and that his/her decision and/or award shall be final and binding upon the parties.

Each party shall bear the expense of preparing and representing its own case, including compensation of its own representatives and witnesses. If either party desires a record of the proceedings, the requesting party shall solely bear the cost of such record.

ARTICLE 9 - SENIORITY

9.1 Seniority shall be defined as follows:

- a) Total length of service within a job classification which shall apply when bidding for vacations and work schedules; the original date of hire shall be used for wage increases;
- b) Total length of unbroken service in a classification, within the Department which shall apply when layoff or promotion occur;
- c) Total length of unbroken service with the County, which shall apply for accruing benefits, i.e., vacation and sick leave accrual etc.

9.2 All employees, except temporary and extra-help employees, shall be considered on probation for a period of six (6) months from their date of hire or promotion, except that the probation period may be, by mutual agreement between the Employer and the Union, extended up to an additional one hundred eighty (180) calendar days. The probation period may also be waived by mutual agreement between the Employer and the Union. Upon completion of the probation period, all employees, except temporary or extra-help employees, will be evaluated and upon favorable evaluation will be considered as regular employees. During the probationary period a new employee's service may be terminated without cause and/or recourse to the grievance procedure. During the first 30 days of a promotion an employee may elect to return to their former position if the position is still an open position and is vacant.

9.3 Upon completion of this six-month period, the employee shall be placed on the seniority list with the first day of this six-month period as his seniority date.

9.4 Higher classification work shall be offered to an employee if the employee is qualified to do the work of the higher classification.

9.5 Seniority shall not be affected by temporary layoff during slack period, or by illness until after one (1) year's absence.

9.6 It is hereby agreed that in all cases of promotion, increase or decrease of forces, the following factors shall govern which employees are affected: qualifications and length of continuous service.

9.7 No layoff or reduction to a lower classification shall be executed so long as there are temporary employees serving within the affected classification. No new employees shall be hired in any classification in that department until all employees on layoff status in that classification in that department have an opportunity to return to work.

9.8 Furloughed employees shall be hired in the reverse order in which they were laid off. Seniority shall be broken for the following reasons:

First: If the employee quits;

- Second: If the employee is discharged for just cause;
- Third: If the employee fails to return to work within ten (10) working days after being notified to return to work and does not present a satisfactory excuse;
- Fourth: Temporary layoff of over (1) year as defined in paragraph 9.5
- Fifth: If the employee is unable to return to work within eighteen (18) months following an industrial accident.

ARTICLE 10 - WORKWEEK - WORKDAY

10.1 The normal workweek shall be five (5) consecutive eight (8) hour days or four (4) consecutive ten (10) hour days, to be determined by the Director, Monday through Friday. Alternate shift schedules may also be implemented by mutual agreement between the Union and County. The work schedule may be altered to best meet the needs of the Department.

10.2 Employees will be allowed one half (1/2) hour unpaid lunch and, two (2) fifteen (15) minute paid rest breaks per shift.

10.3 There will be no split shifts, unless the Local Union is notified first. This is for emergency purposes only, when granted.

10.4 Any employee detained from scheduled work shall notify the Employer within two (2) hours prior to when his scheduled work shift begins, except in cases of emergency and then as soon as possible.

10.5 Any employee who is scheduled to report for work on his regular schedule and who presents himself for work but work is not available for him, shall be excused from duty and paid at regular rate for four (4) hours. If sent home after four (4) hours into a shift, the employee will be paid for the remainder of the shift.

10.6 Normal work schedules showing the employee's shifts, workdays and hours shall be posted one (1) week prior to shift changes except in emergencies. Copies of the shift changes shall be given to the Shop Steward.

10.7 Employees shall be permitted to voluntarily trade shifts, provided the Director or his designee approves all exchanges. The Union and Employer agree that, should problems arise regarding approval of shift trades, the parties shall meet to discuss the issue(s) for resolution. It is further agreed the disputes regarding shift trades are not subject to Article 8 of this Agreement.

The recipient of the shift assumes full ownership as if it is his/her own shift. Hours involved in the exchange will not be subject to overtime pay without approval of the Director or his designee.

ARTICLE 11 – NON-DISCRIMINATION

11.1 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

11.2 All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

11.3 The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the Employer representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union, or for any other cause.

11.4 The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

ARTICLE 12 - UNION ACTIVITIES

12.1 The Employer agrees that during working hours, on the Employers premises, Union representative shall be allowed to:

- a) Post Union literature;
- b) Distribute Union literature;
- c) Solicit Union membership during other employee's non- working time;
- d) Transmit communications, authorized by the local Union or its officers, to the Employer or his representative;
- e) Consult with the Employer, his representative, local Union officers or other Union representative concerning the enforcement of any provision of this Agreement.

12.2 It is provided that no conferences and meetings between the employees and the Union representatives shall in any way stop, hamper or obstruct normal flow of work.

12.3 It is understood that contract negotiation meetings with employee representatives present shall be held other than regular working hours, unless changed by mutual agreement.

ARTICLE 13 - WAGES AND OVERTIME

13.1 Effective January 1, 2024 the wage and salary matrix shall reflect an across the board increase of five (5%) percent.

Effective January 1, 2025 the wage and salary matrix shall reflect an across the board increase of four and one half (4.5%) percent.

Part-time employees will advance to the next wage level after 24 months of service.

13.2 The Board of County Commissioners or their authorized representatives agree to meet with the Union Negotiations Committee beginning no later than one hundred twenty (120) days prior to the expiration date of this Agreement, to negotiate wage and fringe benefit adjustments.

13.3 When, and if, from time to time, the Employer establishes a new job, changes the duties, content or rate of pay of a job, the Employer will establish the classification and/or rate of pay. After a trial period of thirty (30) to ninety (90) days, if the Union disagrees with the established rate of pay, the Job Evaluation Committee will be convened and this committee will set the rate of pay following the established evaluation system. The evaluation committee will be composed of three (3) members of management, and three (3) representatives of the Union. Classification, rates and job descriptions established by the committee will become a part of the Agreement between the Employer and the Union as of the date the Committee reports its decision. If the committee cannot agree upon a classification rate of pay, or job description, the Employer will establish an appropriate classification, job description, and/or rate of pay taking into consideration the suggestions of both the Employer and Union members of the job evaluation committee. The classification, job description and/or rate of pay so established will be an Employer determination and be subject to the grievance procedure.

13.4 Employees required to appear before a court or other public body on their off-duty time on a matter related to their work and in which they are personally involved as a plaintiff or defendant, shall be compensated at the rate of one and one-half (1-1/2) their regular hourly rate with a minimum of three (3) hours overtime pay.

13.5 Any employee called to work outside his/her regular shift shall be paid a minimum of two (2) hours at time and one-half (1-1/2) or the rate of time and one-half (1-1/2) his/her regular rate for all hours worked, whichever is greater. (All call-out pay is to be authorized by the Director or his/her designee.)

13.6 Standby time, if authorized by the Director, shall be paid to the employee in accordance with the Fair Labor Standards Act for each hour required to be on standby.

Definition: Standby - That period of time that an employee of this Department is required to standby at a given location for a specific time period ready to respond to duty in a sober and ready condition. Employees' activities will be severely restricted.

Employees who are required to comply with this section are actually on payroll for that period of time they are required to stand by. Their rate of pay for that time is one-third (1/3) their normal rate of pay.

13.7 All work performed by an employee beyond his/her regular scheduled forty (40) hour workweek shall be compensated in accordance with the Fair Labor Standards Act.

It is agreed by the parties that, by mutual agreement, the employee may be granted compensatory time off in lieu of overtime pay where such has been earned. Comp time shall be used within the same quarter in which it was earned when reasonably possible, but shall not be carried over more than one additional quarter.

Compensatory time is understood to be scheduled as mutually agreed between the employee and Employer, provided that such scheduling does not work to the detriment of the services performed by the Department.

13.8 The term, longevity, means uninterrupted, satisfactory service with Pend Oreille County.

13.9 Qualified employees shall be eligible for "longevity pay" based on their continuous years of service as follows:

5 years to less than 10	\$35.00 per month
10 years to less than 15	\$75.00 per month
15 years to less than 20	\$120.00 per month
20 years to less than 25	\$170.00 per month
25 + years	\$225.00 per month

If the anniversary date falls between the first and the fifteenth of the month, longevity will be paid in that month. If the anniversary date falls after the fifteenth of the month, longevity will be effective the first of the following month. Longevity shall be payable to only benefit-eligible employees.

It is mutually understood that longevity pay is a flat amount per month, and shall not be used in the calculation of any hourly or overtime rates of pay.

13.10. Pay periods are semimonthly. Employees are paid on the 10th and the 25th of the month. If a payday falls on a weekend or courthouse holiday, paychecks will be available on the last workday preceding the normal payday. Time worked from the 1st of the month through the 15th of the month will be paid on the 25th of the month. Time worked from the 16th of the month through the end of the month will be paid on the 10th of the following month.

ARTICLE 14 - HOLIDAYS

14.1 The following days shall be recognized and observed as paid holidays: New Year's Day, Martin Luther King Jr.'s Birthday (3rd Monday in January), President's Day (nationally observed day), Memorial Day (nationally observed day), Juneteenth, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day.

14. Members can be assigned to traditional Monday through Friday work schedules. The parties agree that any employee assigned to such a schedule shall follow the traditional past practice of observing the holidays in the following manner:

- 1) When the holiday occurs during a weekday, that day shall be recognized as the holiday.
- 2) When the holiday occurs on Saturday, Friday shall be observed.
- 3) When the holiday occurs on Sunday, Monday shall be observed.

14.2 Employees shall receive three (3) floating holidays to be used during the calendar year, and may not be carried into the next calendar year if unused.

14.2.1 New Employee with a date of hire between January 1 and March 31: Three (3) floating holidays during the calendar year.

New Employee with a date of hire between April 1 and June 30: Two (2) floating holidays during the calendar year.

New Employee with a date of hire on or after July 1: One (1) floating holiday during the calendar year.

14.3 Whenever an employee works on any of the above mentioned holidays, he/she shall receive eight (8) hours pay when working an eight (8) hour shift or ten (10) hours pay when working a ten (10) hour shift, plus one and one-half (1-1/2) time his/her hourly rate for hours worked.

14.3.1 If the employee is not required to work a scheduled holiday, he/she shall be paid for the number of shift hours he/she normally would have worked at the applicable rate of pay.

14.4 If a designated holiday falls on an employee's regular day off, he/she will receive eight (8) hours' pay in addition to his regular pay.

14.5 Employees will receive no holiday pay under the following circumstances:

- a) If the employee is scheduled to work on a holiday and fails to report;
- b) If the employee is absent on his last scheduled workday prior to or the first scheduled workday following the holiday and said absence is unexcused;

- c) If an employee is on leave of absence without pay.

14.6 Regular part-time employees working on a regular schedule of duration not less than one (1) year shall be entitled to that fractional part of the holiday pay that the total number of hours of employment bears to the total number of hours required for full-time employment.

ARTICLE 15 - VACATIONS

15.1 Regular employees shall be eligible for paid vacation after six (6) months' continuous service with the Employer. Employees shall start to earn vacation allowance as of their date of hire.

15.2 Vacation allowance shall be earned annually based on the following schedule:

- a) 1 day per month for all employees having less than five (5) years of service.
- b) 1.25 days per month for all employees having at least five (5) years of service but less than ten (10) years of service.
- c) 1.5 days per month for all employees having at least ten (10) years of service but less than fifteen (15) years of service.
- d) 1.75 days per month for all employees having at least fifteen (15) years of service but less than twenty (20) years of service
- e) 2 days per month for all employees having twenty (20) years of service or more.

15.3 Vacations shall be granted at the time requested by the employee unless the nature of the work makes it necessary to limit the number of employees on vacation at the same time. The employee with the greater seniority shall be given his choice of vacation period in the event of any conflict over vacation periods.

15.4 Vacations may be accumulated to a total of twice the amount earned annually or to a maximum amount of two hundred fifty-four (254) hours whichever is the greater. Any vacation accumulated beyond this limit will be forfeited at the end of each calendar year, unless the employee is asked to defer his/her vacation because of work schedules, in which case the vacation shall not be forfeited, nor may an employee be paid additional compensation for earned vacation time not taken except at the time of severance from County employment as hereinafter provided.

At no time, for purposes of retirement may an employee receive compensation for more than two hundred forty (240) hours of accumulated annual leave. It is the responsibility of the employee to be alert to his/her accumulated leave and to utilize such accumulated leave as necessary to prevent loss. Annual leave pay shall be compensated at the employee's straight hourly rate.

All accumulated annual leave shall be paid to an employee when he/she leaves the

employment of the County for any reason, provided he/she has completed six (6) months of employment. In the case of death, all accrued annual leave shall be paid to the estate of the employee. All payments for unused annual leave will be based on the employee's salary or rate of pay at the time of separation or death.

15.5 Employer reserves the right to limit the numbers of employees on leave at one time.

15.6 If a holiday occurs during the calendar week in which a vacation is taken by an employee, the employee's vacation period shall be extended eight (8) hours if the employee is assigned to an eight-hour shift, or ten (10) hours if the employee is assigned to a ten-hour shift.

15.7 Any employee who is laid off, discharged for just cause, retired or separated from service of the Employer prior to taking his/her vacation shall be compensated in cash for unused vacation and compensatory time he/she has accumulated at the time of separation; provided, however, that employees who have not completed their probationary period are not eligible for such compensation.

15.8 The rate of vacation pay and comp time shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the day immediately preceding the employee's annual leave period.

15.9 Regular part-time employees working on a regular schedule of duration not less than one (1) year shall be entitled to that fractional part of the vacation leave that the total number of hours of employment bears to the total number of hours required for full-time employment.

15.10 Commencing December 1 of each year, vacation bids will be open for the following calendar year. Vacation bids will open with the senior employee in each classification. He/she and succeeding employees, by seniority, will be allotted a maximum of three (3) days each to complete his/her bidding.

Each employee shall be allowed to take at least three (3) weeks of accrued vacation time, two weeks of which may be taken consecutively. Vacation time can be taken at any time by mutual agreement depending on the service requirements of the Department. The first two weeks shall be granted according to seniority within the classification.

ARTICLE 16 – SICK LEAVE

16.1 Employees will be entitled to use paid sick leave after ninety (90) continuous days of employment. Sick leave shall be earned at the rate of eight (8) hours for each month of employment. A maximum of nine hundred sixty (960) hours sick leave may be carried over at the end of each calendar year.

16.2 Any employee who is eligible for State Industrial Compensation for time off because of an on-the-job injury shall be paid sick leave in the amount of the difference between his/her regular pay and that paid by State Industrial after the first three (3) days off the job. Full amount of sick leave shall be paid the first three (3) days. Should an employee be later paid by

the State Industrial for the first three (3) days of absence, the amount paid the employee by State Industrial for the three (3) days shall be credited to Pend Oreille County from money due the employee in the next payroll period and the three (3) days sick leave shall be credited back to the employee's sick leave bank. The prorated part of sick leave as determined by the ratio of regular sick leave and State Industrial shall be charged to the employee as time off the job.

16.3 Sick leave may be taken for any reasons permitted by the State Law: Immediate family member shall be defined as: a child who is either under age 18, or age 18 or older and who is incapable of self-care because of a mental or physical disability; or a spouse, parent, parent-in-law, or grandparent of the employee, or such other person(s) as provided for in federal or state law, and household dependents who have held continuous, uninterrupted residency in the employee's household for a minimum of one (1) year. The total amount of sick leave which has been accumulated by the employee may be taken, if required.

16.4 Upon separation from employment due to death or retirement, eligible employees or their estates, will be compensated at their current rate of pay for one-third (1/3) of all accrued sick leave, to a maximum of four hundred (400) hours.

16.5 Time used for sick leave shall be deducted from the employee's sick leave bank, subject to the following conditions:

16.5.1 Holiday pay and sick leave pay shall not be pyramided. Sick leave shall be charged on an hourly basis.

16.5.2 If the employee is on sick leave three (3) consecutive days or over the Employer may require reasonable proof that such time off was taken for the purpose of sick leave to support the claim for compensation. The Director must be notified as soon as possible in the event that sick leave in excess of five (5) days occurs or is anticipated.

16.5.3 The days off for which compensation is sought must fall within the employee's regularly scheduled work week and no compensation is payable if such days off fall on or during days of rest, holidays, vacation, leave of absence or layoff.

16.5.4 Pay for each compensable day shall be for the scheduled hours missed at the employee's regular, hourly base rate.

ARTICLE 17 - FUNERAL LEAVE

17.1 In the event of the death of a member of the immediate family, the full-time employee shall be entitled to such time off work without loss of pay, not to exceed three (3) days to attend the funeral of a member of the immediate family. An additional two (2) days may be allowed, to be deducted from the employee's accrued sick leave. The immediate family shall consist of: Husband, wife, parent, brother, sister, grandparents, children or grandchildren; spouse's parents, brother, sister, grandparents, children, grandchildren, or a more distant relative if living as a member of the employee's immediate household. Additional time off may be allowed where

long distance travel is necessary. Such additional time off is subject to the approval of the employee's supervisor.

For non-family-member deaths, up to three (3) days, deductible from sick leave, may be allowed by the employee's supervisor, to attend funeral services. Additional time off without pay may be allowed by the employee's supervisor, or such additional time may be approved by the employee's supervisor and deducted from the employee's vacation accrual.

ARTICLE 18 - LEAVE OF ABSENCE WITHOUT PAY

18.1 Employees may be eligible for leaves of absence without pay after one (1) year of service with the Employer.

18.2 Any request for a leave of absence shall be submitted in writing by the employee to the Director. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires. The period for the leave of absence may be up to six (6) months, with one six (6) months extension available with approval of the Director and the County Commissioners.

Any request for a leave of absence shall be answered promptly and in writing.

Failure of an employee to report to work as scheduled following expiration or cancellation of a leave shall be considered job abandonment and a voluntary resignation.

ARTICLE 19 - MEDICAL PLAN

19.1 The Employer agrees to offer eligible members of the bargaining group medical programs. Effective January 1, 2024 there shall be a cap of one thousand dollars (\$1,000) on the Employer's contribution for employee medical coverage. The difference, if any, between the employee's premium rate and the Employer's one thousand dollars (\$1,000) contribution may apply to dependent coverage or VEBA account.

Effective January 1, 2025 there will be a 50%-50% cost share on premium increases. The County cost share shall be limited to a maximum of \$25.00 increase in monthly contribution in any year.

19.1.1 The parties agree that any employee opting out of the health insurance offered by the County, will be eligible for 50% of the County's contribution amount paid directly to the employee's VEBA account.

19.2 The County shall provide Life Insurance in the amount of \$15,000 and Accidental Death and Dismemberment coverage in the face amount of \$25,000 for each member covered by this Agreement.

ARTICLE 20 - JURY DUTY

20.1 Employees shall be granted a leave of absence with pay any time they are required to report for jury duty or jury service.

20.2 Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for each day of jury service.

The provisions of this article shall not apply to any employee who, on a voluntary basis, elects to perform jury duty service.

ARTICLE 21 - WORK RULES

21.1 All existing work rules shall be reduced to writing within sixty (60) days of signing this Agreement and posted prominently in an area easily accessible to all employees. A copy will be provided to the Union.

21.2 New work rules and revisions in existing work rules shall be posted on the bulletin board for a period of ten (10) consecutive days before becoming effective, except in emergency situations.

21.3 Should the Union question the appropriateness of any work rule, either present or future, it shall voice its objection to the work rule and request the Employer make adjustments accordingly.

21.4 Any unresolved complaint as to the appropriateness of any new or existing work rule, or any complaint involving discrimination in the application of new or existing rules shall be resolved through the grievance procedure.

21.5 Employees shall comply with all existing reasonable rules that are not in conflict with the term of this Agreement, provided the rules are uniformly applied and uniformly enforced.

ARTICLE 22 - SAVINGS CLAUSE

22.1 Should any article, section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section or portions thereof directly specified in the decision. Upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated article, section or portion thereof.

ARTICLE 23 - LABOR-MANAGEMENT MEETINGS

23.1 It is agreed that the parties to this Working Agreement may confer at least quarterly relative to matters of mutual concern. More frequent meetings may be held by mutual agreement of the parties to the Working Agreement.

23.2 Each of the parties will designate two (2) representatives to participate in such meetings; however, additional representatives may attend at the request of either committee. No more than five (5) persons shall represent either side, unless mutually agreed otherwise.

23.3 Meetings shall be conducted outside regular business hours, provided that meetings may be conducted during regular business hours by mutual agreement between the parties.

23.4 All participants have the right to utilize the services of consultants in labor-management meetings called under the provisions of this Article.

ARTICLE 24 - DURATION

24.1 This Agreement shall become effective January 1, 2024, through December 31, 2025. Negotiations shall begin no later than one hundred twenty (120) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

IN WITNESS WHEREOF, the parties hereto have set their hands this ____ day of _____, 2024.

TEAMSTERS UNION, LOCAL 690

COUNTY COMMISSIONERS


Larry Kroetch - Secretary-Treasurer

Robert Rosencrantz - Chair


Adam Jackson - Business Representative

John Gentle - Vice-Chair

Brian Smiley - Member

OTHER REQUIREMENTS:

Years of service shall mean years of full-time service.

A year of service for regular part-time employees shall require two thousand eighty (2080) hours.

Year of service relates to one classification only.

Specialty areas are part of current duties.

All full time personnel who are required by the administration to train others in an identified mandatory department training program shall be eligible to receive a five (5) percent premium based on their base hourly rate of pay for any workday in which scheduled training occurs subject to; if training is less than four (4) hours in duration the trainer shall receive four (4) hours premium pay; if more than four (4) hours in duration, the trainer shall receive eight (8) hours pay. This includes approved classroom training and does not include training to orient employees to new or different tasks/duties.

APPENDIX "A"

SEXUAL HARASSMENT

(To be incorporated into County Personnel Policies)

It is illegal and against the Employer's policy for any worker, male or female, to harass another worker by making unwelcome sexual advances or favors or other verbal or physical conduct as a basis for or as a factor in any employment decision affecting the individual; or otherwise creating an intimidating, hostile or offensive environment by such conduct.

The creation of an intimidating, hostile, or offensive working environment may include such actions as persistent comments on a worker's sexual preferences or the display of obscene or sexually oriented photographs or drawings. However, conduct or actions that arise out of a personal or social relationship and that are not intended to have a discriminatory employment effect may not be viewed as harassment. The County will determine whether such conduct constitutes sexual harassment, based on a review of the facts and circumstances of each situation.

The County will not condone any sexual harassment of its employees. All workers, including supervisory employees, will be subject to severe discipline up to and including discharge, for any act of sexual harassment they commit.

Employees who feel victimized by sexual harassment should report the harassment to their supervisor immediately. If the worker's immediate supervisor is the source of the alleged harassment, the employee should report the problem to the supervisor's superior.

Supervisors and managers who receive a sexual harassment complaint should carefully investigate the matter, questioning all employees who may have knowledge of either the incident in question or similar problems. Both the complaint and the investigative steps and findings should be documented as thoroughly as possible.

Employees who are dissatisfied with the investigating manager's resolution of a sexual harassment complaint may file a complaint with the Board of County Commissioners. No employee will be subject to any form of retaliation or discipline for pursuing a bona fide sexual harassment complaint.

DRUG AND ALCOHOL POLICY

An employee whose conduct indicates that he/she is not in a physical or mental condition that would permit the employee to perform in a job safely or efficiently will be subject to submitting to a urine, blood or breathalyzer test to determine the presence of alcohol or drugs in the body.

a) A supervisor must have reasonable suspicion to believe that the employee is under the influence of or affected by alcohol or drugs. Reasonable suspicion includes, but is not limited

to, abnormal coordination, appearance, behavior, speech or odor, unusual work performance or attendance problems.

b) If two management employees are on the premises, the reasonable suspicion for testing must be confirmed by another member of management wherever practicable. If only one is on the premises, the supervisor must make a good faith effort to confirm his/her reasons for testing with another member of management by telephone prior to testing.

c) An accident for which there is no reasonable explanation will establish sufficient reason for testing the employee(s) involved. Employees who are the innocent party(s) of an accident will not be subject to testing unless the County has reasonable suspicion the employee has violated this Policy.

Failure to submit to a test will be sufficient reason for termination. Employees who feel that they have a legitimate grievance must still submit to the test and then file a grievance in accordance with the Collective Bargaining Agreement.

The County shall select reputable facilities for drug or alcohol testing and such testing shall be performed at County expense. The facility for such testing shall meet accepted standards of the industry, and must employ technologists and technicians possessing credentials commensurate with accepted norms for the industry. The Union will be provided with the name and address of the testing facility and such testing facility shall meet accepted standards of the industry, and must employ technologists and technicians possessing credentials commensurate with accepted norms for the industry. The Union will be provided with the testing facilities' names, addresses and credentials if requested.

Employee representatives and/or the employee will have the opportunity to review the testing procedure.

All samples which test positive will be confirmed using a gas chromatography/mass spectrometry test or an equally reliable test if same becomes reasonably available.

The employee, at his/her expense, will have the opportunity to have a reputable testing facility test the same sample submitted to the original test facility. Accepted chain of custody procedures must be followed in such testing and the test facility must meet accepted standards of the industry, and such facility must employ technologists and technicians possessing credentials commensurate with accepted norms for the industry. The County will be provided with the testing facilities' names, addresses and credentials if requested. An employee may request the independent test by notifying the County in writing within twenty-four hours after the day the employee is informed of the test results. The test results will be kept confidential and will be available only to designated Employer representatives, designated Union representatives, or designated legal representatives.

None of the testing procedures are intended to be in violation of the law, and, if found to be invalid by a court of competent jurisdiction, they shall be eliminated or amended to comply

with current Washington State Court decisions, and the remaining language of this policy shall remain in full force and effect.

When the County has reasonable suspicion to believe that an employee is violating any aspect of this policy, he/she may be required by the County to submit at any time, including breaks and lunch periods, to a search of his/her person and/or to make his/her locker, lunch box, purse, briefcase, pockets, personal belongings, desk, vehicles, or any other receptacle he or she uses or has access to available for inspection. Entry on County or assigned work areas constitutes consent to searches and inspections. Refusal to consent to a search or inspection when requested by the County constitutes insubordination and a violation of County policy, and is therefore subject to immediate disciplinary action, which may be termination.

New hires and rehires may be required to take urine or other drug or alcohol tests and to agree in writing to allow the result of such tests to be furnished to and used by the County. Persons who refuse to agree in writing, or who fail such tests shall not be employed.

Other actions, such as notification to and involvement of law enforcement agencies, may be taken in regard to any employee suspected of violating this policy, at the County's discretion as it deems appropriate.

Employees must, as a condition of employment, abide by the terms of this drug and alcohol policy and report any conviction under a criminal drug statute for violations occurring on or off County premises while conducting County business. A report of a conviction must be made within five (5) days after the conviction. Failure to report a conviction within the five (5) day period may result in disciplinary action, including immediate termination.

COMMUNICABLE DISEASES POLICY

The County recognizes that many employees with life-threatening diseases desire to lead normal lives, which includes working as long as their health permits. Employees are encouraged to continue working as long as they are able to perform their full and complete duties and their illness presents no threat to themselves, other employees, or customers.

Employees with life-threatening illnesses are entitled to the same employment benefits as are other County employees who have medical problems. The County will try to ensure that workers with life-threatening illnesses are provided with competent medical care and counseling where needed.

The County will attempt to supply pertinent medical information to supervisors and other employees when a co-worker has a life-threatening illness. Supervisors and other employees should be aware that continued employment for a worker who has a life-threatening illness may have a therapeutic value and contribute to the individual's remission or recovery process.

Managers and supervisors should remember that all medical records of employees are confidential.

The County reserves the right to require an employee to undergo a medical examination by a doctor chosen by the County whenever there is a question of an employee's fitness to work or where there is reason to fear that a worker's condition might pose safety or health hazards for other employees or customers.

The County will make reasonable job accommodations where necessary to assist employees with a life-threatening illness.

APPENDIX “B”

Sick Leave Sharing

Leave Sharing: The purpose of the program is to permit unclassified employees to donate a portion of their sick leave to a fellow unclassified employee who is unable to work due to suffering from an illness or injury, or the illness or injury of an immediate family member and is out of sick leave, vacation leave, floating holiday and compensatory time, and will imminently go on leave without pay. It is understood and agreed as follows:

1. General

- a. An employee may receive the leave sharing benefit from another unclassified employee conversely; an employee may donate to another employee.
- b. All sick leave donated under the Leave Sharing Program shall be by day. A day shall be considered eight (8) hours. No differentiation will be made between the salary level of the donor or recipient.
- c. There shall be no retroactive applications of donated leave.
- d. No employee shall be coerced, threatened, intimidated, or financially induced into donating leave.
- e. All donations to the leave sharing program shall be confidential and final.

2. Eligibility to Receive Leave

- a. An employee may receive donated leave if the employee, or an immediate family member, suffers from a severe or extraordinary illness which is caused, or is likely to cause, the employee to go on leave without pay.
- b. A request to receive the leave sharing benefit shall be submitted to the Human Resources Office on the “Sick Leave Share Request” form along with a note from the employee’s physician indicating that he/she is seriously ill, or is having surgery, and an estimated time he/she will be unavailable for work.
- c. Should an employee’s employment records indicate a consistent lack of more than five (5) days accumulated sick leave or a persistent pattern of using one or more sick leave days per month (without evidence of a chronic illness), the employee will not be able to receive shared sick leave.
- d. All requests to receive leave will be reviewed by a Review Team made up of three (3) County staff. The Review Team will be appointed by the Board of County Commissioners. The Review Team may deny leave sharing if there is a question of abuse of the program.
- e. An employee receiving a leave sharing benefit must have exhausted his or her sick leave, vacation leave, compensatory time, and floating holiday.
- f. An employee receiving a leave sharing benefit must have abided by the County’s policies regarding sick leave.

- g. Initial grants of shared leave shall be for a period of sixty (60) working days or less, unless there is clear and compelling information from a physician to the effect that the disability will last longer than sixty (60) working days. The ability of the employees to physically return to work must be determined by a qualified physician. No shared leave will be allowed for employees found to be physically unable to return to work. Should an employee require more shared leave, then the employee may petition for additional shared leave, but in no event more than a total of one hundred twenty (120) days of such leave during the course of his or her employment.
- h. The employee's position must be one in which sick leave can be accrued and used.
- i. The employee must be eligible to use sick leave pursuant to Personnel Policy Section 4.
- j. The employee must not be receiving Labor and Industries payments as a result of an on-the-job injury.

3. Leave Transference Process

- a. Employees wishing to donate sick leave shall send the Shared Sick Leave Donation Form to the Human Resources Office for processing.
- b. Employees wishing to receive sick leave shall send the Shared Sick Leave Request Form to the Human Resources Office for processing.

4. Donating Leave

- a. All donations shall be in full days. A full day is to consist of eight (8) hours. An employee may donate a maximum of ten (10) days of sick leave in a calendar year.
- b. Donations of sick leave may not bring the donor's sick leave balance below thirteen (13) days.
- c. All donations shall be strictly voluntary. The donor shall designate the recipient.
- d. The donor does not have the right to retract or take back donated leave.

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I.T.S. Department

January 1, 2024 - DECEMBER 31, 2025

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Pend Oreille County Board of County Commissioners Meeting

Mar 19, 2024 (Tuesday)

Time 10:30 AM to 11:30 AM

Public Works Hearing Items:

Public Works Action Items:

- Head Sheet Approve Vehicle Transfer Between Departments
- Head Sheet 2024 Maint Shed Rehab Bid Rejections
- Head Sheet 2024 Maint Shed Rehab Award
- Head Sheet 2024 HFE 150 Request to Advertise
- Head Sheet 2024 HMA Request to Advertise
- Head Sheet Request to advertise & hire Summer Temp Park Hosts

Public Works Discussion Items:

- Follow up on Head sheet for Name Change from Newport State Park to Wolfred

Engineering and Construction:

- Update on road restrictions.
- Discussion on term for RFQ General Engineering Services
- New Usk Bridge Application Process Update Discussion with Tribe

Maintenance:

- Grading
- Brooming
- High Water Expected

ER&R:

- Ongoing Work

Buildings and Grounds:

Solid Waste:

Personnel:

Risk Management:

Park and Recreation:

General Discussion Topics

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

**SUBJECT: Request to transfer 2011 Ford F350
from the Road Department to the Noxious Weed Board**

**SUBMITTED BY: Brian Eglund
AGENDA: March 19, 2024-10:30am**

DATE FINAL ACTION IS NEEDED:	ATTACHMENTS: <div style="text-align: center; color: blue; font-size: 1.2em;">R-2024-</div>	TYPE OF ACTION REQUESTED
APPROVAL NEEDED FOR COMMISSION Packet:		<input type="checkbox"/> Ordinance
_____ Commissioner Chair (initials)		<input checked="" type="checkbox"/> Resolution
_____ Commissioner (initials)		<input type="checkbox"/> Agreement
_____ Commissioner (initials)		<input type="checkbox"/> Motion
FINAL ACTION TAKEN:		<input type="checkbox"/> Consensus
<input type="checkbox"/> Approved		<input type="checkbox"/> Other
<input type="checkbox"/> Denied		
<input type="checkbox"/> No Action		
Commissioners' Minutes Reference: _____		

RECOMMENDATION OR REQUEST:

Approve the transfer of surplus 2011 Ford F350 Vin # 1FD8X3B60BED10667, from the road department to the Noxious Weed Board for \$15,500.00, not including sales tax.

The 2011 Ford F350 was declared surplus on December 5, 2023, Resolution 2023-126.

DISCUSSION:

The 2011 Ford F350 Vin # 1FD8X3B60BED10667 has been replaced with a 2024 F150 4x4. Noxious Weed Board has shown interest in purchasing it from the ER&R Fixed Asset System.

ALTERNATIVES:

FISCAL IMPACT:

- **SOURCE OF FUNDS: ER&R / Noxious Weed Board.**
- **AMOUNT BUDGETED: \$15,500**
- **AMOUNT NEEDED FOR PROJECT: \$**

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

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

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

J& Jill initials

\$15,000 was budgeted

**PEND OREILLE COUNTY
NEWPORT, WASHINGTON**

RESOLUTION NO. 2024-_____

**ESTABLISH FAIR MARKET VALUE AND AUTHORIZE DIRECT SALE TO THE
NOXIOUS WEED CONTROL BOARD—2011 FORD F350 WITH SERVICE BOX (T70)**

WHEREAS, RCW 36.33A authorizes the Board of Commissioners to use its discretion to use or not use ER&R to manage vehicles assigned to departments other than the Road Department; and

WHEREAS, the Board may use its discretion to determine the proper disposition of current unneeded assets of the County; and

WHEREAS, (T70) a 2011 Ford F350 4x4 Vin #1FD8X3B60BED10667, was declared surplus by the board, and directed disposal by online auction or other means on December 5, 2023, Resolution #2023-126; and

WHEREAS, the Noxious Weed Control Board has expressed the desire to purchase the 2011 Ford F350 4x4; and

WHEREAS, the Fleet Manager has determined a fair market value using Kelly Blue Book and Edmunds Appraisal for the 2011 Ford F350 at \$15,500.00, not including sales tax.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Pend Oreille County Board of Commissioners directs the fleet manager to reassign the 2011 F350 Vin #1FD8X3B60BED10667, by direct sale to the Noxious Weed Board.

BE IT FURTHER RESOLVED, by the Pend Oreille County Board of Commissioners, that the sale of the 2011 Ford F350 4x4 Vin #1FD8X3B60BED10667 between the Road Department and the Noxious Weed Board for \$15,500.00, is approved and sold as is.

BE IT FURTHER RESOLVED, that the 2011 F350 4x4 Vin # 1FD8X3B60BED10667, shall remain in the ER&R fixed asset inventory system assigned to the Noxious Weed Board.

ADOPTED this _____ day of March, 2024.

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

Robert Rosencrantz, Chair

John Gentle, Vice-Chair

Brian Smiley, Member

ATTEST:

Crystal Zieske, Clerk of the Board

PEND OREILLE COUNTY COMMISSIONERS

REQUEST FOR BOARD ACTION

SUBJECT: 2024 Equipment Shed Rehab Project-Bid Rejections, 3 Motions needed

SUBMITTED BY: Mike Kirkwood

AGENDA: 3/19/2024 PW Update

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

RECOMMENDATION OR REQUEST:

- 1) Reject the bid submitted by Dundee Concrete & Landscape due to it being non-responsive.
- 2) Reject the bid submitted by Integrity Builders, LLC due to it being non-responsive.
- 3) Reject the bid submitted by Bozco Construction, LLC due to it being non-responsive.

DISCUSSION:

The bid submitted by Dundee Concrete & Landscape did not contain the required bid guarantee and should be considered non-responsive and rejected for cause.

The bid submitted by Integrity Builders, LLC did not contain the required bid guarantee and the bid form was not signed, thus should be considered non-responsive and rejected for cause. Integrity was the original low bidder.

The bid submitted by Bozco Construction, LLC did not contain the required bid guarantee and should be considered non-responsive and rejected for cause.

ALTERNATIVES:

FISCAL IMPACT:

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

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

Revised 12.27.2023

QUOTE TABULATION

Bid Tabulation-2024 Equipment Shed Rehab			Dunose Concrete & Landscape Mead, WA		Dallum Build LLC Battle Ground, WA		Washington Roofing Solutions, LLC Tacoma, WA		Lying Construction, Inc Spokane Valley, WA		Emerick Construction Company Tualatin, OR		Integrity Builders, LLC Newport, WA		Kigore Construction, Inc Colbert, WA		Bezzo Construction, LLC Mead, WA	
Item	QUANTITY	UNIT	UNIT BID	TOTAL	UNIT BID	TOTAL	UNIT BID	TOTAL	UNIT BID	TOTAL	UNIT BID	TOTAL	UNIT BID	TOTAL	UNIT BID	TOTAL	UNIT BID	TOTAL
Equipment Building Rehab, including: -Roof/Wall Metal Removal -Door Removal -Door Framing -Hauling & Disposal -New Metal Package Installed -Warranties for Materials & Labor	1	Lump Sum	\$ 55,000.00	\$ 55,000.00	\$ 79,000.00	\$ 79,000.00	\$ 47,750.00	\$ 47,750.00	\$ 55,000.00	\$ 55,000.00	\$ 127,433.00	\$ 127,433.00	\$ 43,921.13	\$ 43,921.13	\$ 60,049.00	\$ 60,049.00	\$ 48,900.00	\$ 48,900.00
Repair of members as needed. -Material by POC	1	Hour	\$ 125.00	\$ 125.00	\$ 120.00	\$ 120.00	\$ 115.00	\$ 115.00	\$ 75.00	\$ 75.00	\$ 114.00	\$ 114.00	\$ 129.94	\$ 129.94	\$ 85.00	\$ 85.00	\$ 100.00	\$ 100.00
		SUB TOTAL		\$ 55,125.00		\$ 79,120.00		\$ 47,865.00		\$ 55,075.00		\$ 127,547.00		\$ 44,051.07		\$ 60,135.00		\$ 49,000.00
		TAX		\$ 4,244.63		\$ 6,092.24		\$ 3,685.61		\$ 4,240.78		\$ 9,821.12		\$ 3,391.93		\$ 4,630.40		\$ 3,773.00
		GRAND TOTAL		\$ 59,369.63		\$ 85,212.24		\$ 51,550.61		\$ 59,315.78		\$ 137,368.12		\$ 47,443.00		\$ 64,765.40		\$ 52,773.00
			REJECT-ASBORG BID BOND		COMPLETE		COMPLETE		COMPLETE		COMPLETE		REJECT-ASBORG BID BOND		COMPLETE		REJECT-ASBORG BID BOND	

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

Craig Jackson, PE
Public Works Director

3/13/24
Date

Public Works Project-Competitive Bid
Bids opened 3/12/2024 @ 10:30am

2024 Equipment Shed Rehab Award Recommend to:

Washington Roofing Solutions

Contractor meets all qualifications for award.

WA BOS	Active	WA SOS	Active
WA DOR	Active	WA DOR	Active
WA L&I	Active	WA L&I	Active

PEND OREILLE COUNTY COMMISSIONERS

REQUEST FOR BOARD ACTION

SUBJECT: 2024 Equipment Shed Rehab Project-AWARD

SUBMITTED BY: Mike Kirkwood

AGENDA: 3/19/2024 PW Update

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

RECOMMENDATION OR REQUEST: Award the 2024 Equipment Shed Rehab Project to Washington Roofing Solutions, LLC in the amount of \$51,500 including tax,

DISCUSSION: Eight bids were received for this project. WRS was the lowest responsive bidder. WRS meets all criteria for award of this project.

ALTERNATIVES:

FISCAL IMPACT:

- **SOURCE OF FUNDS:** Capital Projects
- **AMOUNT BUDGETED:** \$60,000
- **AMOUNT NEEDED FOR PROJECT:** \$51,500

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

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

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

QUOTE TABULATION

Bid Tabulation-2024 Equipment Shed Rehab			Dunder Concrete & Landscape Mead, WA		Dinam Build LLC Battle Ground, WA		Washington Roofing Solutions, LLC Tacoma, WA		Lydg Construction, Inc Spokane Valley, WA		Emendek Construction Company Tualatin, OR		Integrity Builders, LLC Newport, WA		Kilgore Construction, Inc Colbert, WA		Bozco Construction, LLC Mead, WA	
Item	QUANTITY	UNIT	UNIT BID	TOTAL	UNIT BID	TOTAL	UNIT BID	TOTAL	UNIT BID	TOTAL	UNIT BID	TOTAL	UNIT BID	TOTAL	UNIT BID	TOTAL	UNIT BID	TOTAL
Equipment Building Rehab, including: -Roof/Wall Metal Removal -Door Removal -Door Framing -Hauling & Disposal -New Metal Package Installed -Warranties for Materials & Labor	1	Lump Sum	\$ 55,000.00	\$ 55,000.00	\$ 79,000.00	\$ 79,000.00	\$ 47,750.00	\$ 47,750.00	\$ 55,000.00	\$ 55,000.00	\$ 127,433.00	\$ 127,433.00	\$ 43,921.13	\$ 43,921.13	\$ 60,049.00	\$ 60,049.00	\$ 48,900.00	\$ 48,900.00
Repair of members as needed -Materials by POC	1	Hour	\$ 125.00	\$ 125.00	\$ 120.00	\$ 120.00	\$ 115.00	\$ 115.00	\$ 75.00	\$ 75.00	\$ 114.00	\$ 114.00	\$ 129.94	\$ 129.94	\$ 86.00	\$ 86.00	\$ 100.00	\$ 100.00
		SUB TOTAL		\$ 55,125.00		\$ 79,120.00		\$ 47,865.00		\$ 55,075.00		\$ 127,547.00		\$ 44,051.07		\$ 60,135.00		\$ 49,000.00
		TAX		\$ 4,244.63		\$ 6,092.24		\$ 3,685.61		\$ 4,240.78		\$ 9,821.12		\$ 3,391.93		\$ 4,630.40		\$ 3,773.00
		GRAND TOTAL		\$ 59,369.63		\$ 85,212.24		\$ 51,550.61		\$ 59,315.78		\$ 137,368.12		\$ 47,443.00		\$ 64,765.40		\$ 52,773.00
			PROJECT MISSING BIDDING		COMPLETE		COMPLETE		COMPLETE		COMPLETE		PROJECT MISSING BIDDING		COMPLETE		PROJECT MISSING BIDDING	

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

Craig Jackson, PE
Public Works Director

3/13/24
Date

Public Works Project-Competitive Bid
Bids opened 3/12/2024 @ 10:30am

2024 Equipment Shed Rehab Award Recommend to:
Washington Roofing Solutions
Contractor meets all qualifications for award.

WA SOS	Active	WA SOS	Active
WA DOR	Active	WA DOR	Active
WA LAI	Active	WA LAI	Active

PEND OREILLE COUNTY COMMISSIONERS

REQUEST FOR BOARD ACTION

SUBJECT: 2024 HMA (Hot Mix Asphalt) Request to advertise for sealed bids

SUBMITTED BY: Mike Kirkwood

AGENDA: 3/19/2024 PW Update

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

RECOMMENDATION OR REQUEST: Approve Public Works' request to advertise for sealed bids for the purchase of hot mix asphalt related to the 2024 Pavement Preservation Program, with bids due April 23, 2024 at 9:00 a.m. and bids opened the same day at 11:45 a.m.

DISCUSSION: The asphalt purchased through this bid opening will be used on the County Pavement Preservation Program pre-leveling. Advertisement will be for 1 week in the Newport Miner April 3, 2024. Quantity is estimated at 2,530 tons.

ALTERNATIVES:

FISCAL IMPACT:

- **SOURCE OF FUNDS:** Road-2024 Pavement Preservation Program
- **AMOUNT BUDGETED:** \$221,191
- **AMOUNT NEEDED FOR PROJECT:**

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

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

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

_____ **HR initials**

_____ **Jill initials**



Pend Oreille County

PUBLIC WORKS DEPARTMENT-ROAD DIVISION

P.O. Box 5040
Newport, WA 99156-5040

Phone: (509) 447-4513
Fax: (509) 447-5890

Public Works Director
Craig Jackson, P.E.


County Engineer
Jesse Larson, P.E.

ESTIMATE FOR MATERIAL BID

2024 HMA

MATERIAL	SPEC	2023 Price/Ton	2024 Estimate/Ton	QUANTITY TONS	TOTAL
3/8" HMA	Commercial Grade	\$76.00 (AVG)	\$87.40 (2023+15%)	2,530	\$221,191

This estimate is based on the pricing submitted in year 2023 with a 15% increase anticipated for year 2024.


Jesse Larson, PE County Engineer 3/17/24
Date

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

SUBJECT: 2024 Road Oil Request to advertise for sealed bids

SUBMITTED BY: Mike Kirkwood

AGENDA: 3/19/2024 PW Update

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

RECOMMENDATION OR REQUEST: Approve Public Works' request to advertise for sealed bids for the purchase of HFE-150 Oil related to the 2024 Pavement Preservation Program, with bids due April 23, 2024 at 9:00 a.m. and bids opened the same day at 11:30 a.m.

DISCUSSION: The HFE-150 Oil purchased through this bid opening will be used on the County Pavement Preservation Program Chip Sealing operations and the Overlook Dr. Rehabilitation Project. Advertisement will be for 1 week in the Newport Miner April 3, 2024. Estimated quantity 341 tons.

ALTERNATIVES:

FISCAL IMPACT:

- **SOURCE OF FUNDS:** Road-2024 Pavement Preservation Program
- **AMOUNT BUDGETED:** \$235,290
- **AMOUNT NEEDED FOR PROJECT:**

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

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

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

_____ **HR initials**

_____ **Jill initials**



Pend Oreille County

PUBLIC WORKS DEPARTMENT-ROAD DIVISION

P.O. Box 5040
Newport, WA 99156-5040

Phone: (509) 447-4513
Fax: (509) 447-5890

Public Works Director
Craig Jackson, P.E.

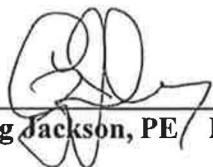
County Engineer
Jesse Larson, P.E.

ESTIMATE FOR MATERIAL BID

2024 HFE-150 Oil

MATERIAL	SPEC	2024 Estimated Price/Ton Oil	2024 Estimated price/Ton Delivery	TOTAL	QUANTITY TONS	PROJECT ESTIMATE
HFE-150 Oil	POC	\$650	\$40.00	\$690.00	341.00	\$235,290

This estimate is based on a project funding estimate supplied by a local vendor.



Craig Jackson, PE / Public Works Director 3/14/24 / Date

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

SUBJECT: Request to advertise & hire Summer Temp Park Hosts

SUBMITTED BY: Mike Kirkwood, Parks Director

AGENDA: 3/19/2024 PW/Parks Update

DATE FINAL ACTION IS NEEDED: 3/19/2024	ATTACHMENTS: Job Description	TYPE OF ACTION REQUESTED
APPROVAL NEEDED FOR COMMISSION Packet:		<input type="checkbox"/> Ordinance
_____ Commissioner Chair (initials)		<input type="checkbox"/> Resolution
_____ Commissioner (initials)		<input type="checkbox"/> Agreement
_____ Commissioner (initials)		X Motion
FINAL ACTION TAKEN:		<input type="checkbox"/> Consensus
<input type="checkbox"/> Approved		<input type="checkbox"/> Other
<input type="checkbox"/> Denied		
<input type="checkbox"/> No Action		
Commissioners' Minutes		
Reference: _____		

RECOMMENDATION OR REQUEST: Approve new job description and advertise and hire two summer temp positions for park hosts, not to exceed 12 hours per week for each position.

DISCUSSION: P&R Board motioned on 2/21/2024 to recommend hiring summer temp positions at the current rate of \$18.54 per hour for park hosts. Hosts will live on site for their 4-day shifts.

ALTERNATIVES:

FISCAL IMPACT:

- **SOURCE OF FUNDS:** Budgeted for P&R
- **AMOUNT BUDGETED:** \$10,000 estimated
- **AMOUNT NEEDED FOR PROJECT:**

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

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

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

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

_____ **J&** **Jill initials**

PEND OREILLE COUNTY POSITION DESCRIPTION

JOB TITLE: Summer Park Technician / Campground Host

DEPARTMENT: Parks & Recreation

REPORTS TO: Parks Director / PW Director

PAY GRADE: Part-Time (4 days /week; 8-12 hours / week); Non-Exempt Position; No Benefits Apply

REPRESENTED: Non-Represented

BOCC APPROVED DATE: 3/19/2024 _____

JOB SUMMARY: 8-12 Hrs./Week- Position will focus on the maintenance of the Pend Oreille County Park System. Tasks will include: Light refuse collection and disposal, cleaning and stocking the restrooms, brush control along roads/trail systems, general park beautification and weekly site inspections. Camp fee collection and reporting. Minor repairs. This position requires the ability to work multiple hours during the workday.

Shift And Occupancy Requirements:

1. There will be 2 positions available.
2. Candidates must live on site, in an R.V. or travel trailer during their shift.
3. Teams are encouraged to apply. Pets allowed, must be contained.
4. Shift 1 will be filled first, which requires working days of Thursday-Sunday.
5. Shift 2 will be filled second, which requires working days of Monday-Thursday.
6. Full utility hook ups will be provided along with a host only camp area.

SUPERVISORY RESPONSIBILITIES: None

ESSENTIAL FUNCTIONS:

1. Clean restrooms, stock consumables.
2. Garbage collection & disposal throughout POC Park.
3. Operate a golf cart, open and close gates.
4. Beautification of park and parks trails, including string trimming and raking, refuse collection,
5. Documentation and reporting of Park hazards.
6. Repair tables, receptacles or other items as needed.
7. Collect camping fees and prepare usage reports.
8. Small carpentry projects using basic hand & power tools.
9. Perform additional light job duties as assigned by the Parks Director

QUALIFICATIONS:

1. Must possess a current Driver's License.
2. Must be able reliable, team player and able to follow instructions.
3. Have mechanical aptitude for minor work on equipment and use of power and hand tools.
4. Moderate physical condition as this position requires some manual labor.
5. Must be able to work in a safe manner and contribute to a safe work environment.
6. Works both independently and as member of a project team.
7. Must be at least 18 years old.
8. Must be able to perform work in an outdoor climate.
9. Must be neat in appearance and have good communication skills with customers.

WORKING ENVIRONMENT / PHYSICAL ABILITIES: Much of this work is performed outdoors with periods of standing, sitting, and kneeling. Routinely bends, and/or squats in awkward positions on hard surfaces for extended time periods; walking on uneven terrain while navigating ascending and descending slopes, walking or hiking several miles while on shift, climbing and/or crawling up or down inclines, stairs, ladders, etc. sometimes while carrying, pulling, pushing and/or lifting objects in excess of 50 pounds. Exposure to noise, fumes, chemicals and/or extreme weather conditions can be expected. Regular and punctual attendance is required and because of the nature of this position, duties must be performed during regular working hours within the department, no telecommuting.

BEHAVIORAL STANDARDS: Respectful, courteous, and friendly to customers, other County employees, and County leadership. A team player that helps the organization meet its objectives. Takes initiative to meet work objectives. Effectively communicates with customers and other County employees. Builds relationships with co-workers and managers. Positively represents the County, maintaining the trust County residents have placed in each of us. Demonstrates honest and ethical behavior.

SIGNATURES

This job description has been approved by:

Department Head Signature: _____ Date _____

Human Resources Signature: _____ Date _____

Employee signature below indicates the employee's understanding of the requirements, essential functions, and duties of the position. The statements herein are intended to describe the general nature and level of work performed. They are not intended to be construed as an exhaustive list of all responsibilities, duties, skills, and conditions required of personnel so classified. It does not constitute a contract, commitment or promise of any kind.

Employee Signature: _____ Date _____

Employee Name: _____

THIS POSITION DESCRIPTION DOES NOT CONSTITUTE A CONTRACT FOR EMPLOYMENT.

PEND OREILLE COUNTY COMMISSIONERS REQUEST FOR BOARD ACTION

SUBJECT: Resolution for signature, Change name of Lake Newport State Park

SUBMITTED BY: Mike Kirkwood

AGENDA: Parks/PW Update 03/18/2024

DATE FINAL ACTION IS NEEDED:	ATTACHMENTS: P&R Board Minutes 02/21/2024 Resolution R-2024-____	TYPE OF ACTION REQUESTED
APPROVAL NEEDED FOR COMMISSION Packet:		<input type="checkbox"/> Ordinance
____ Commissioner Chair (initials)		<input checked="" type="checkbox"/> Resolution
____ Commissioner (initials)		<input type="checkbox"/> Agreement
____ Commissioner (initials)		<input type="checkbox"/> Motion
FINAL ACTION TAKEN:		<input type="checkbox"/> Consensus
<input type="checkbox"/> Approved		<input type="checkbox"/> Other
<input type="checkbox"/> Denied		
<input type="checkbox"/> No Action		
Commissioners' Minutes Reference: _____		

RECOMMENDATION OR REQUEST:

Approve the name change of Lake Newport State Park to Wolfred County Park

DISCUSSION: The Parks Director solicited the input of the public through an article in both the Newport Miner & Selkirk Sun for submission of possible name changes to Lake Newport State Park. P&R Board wanted to change the facility name to one that captured the fact that the park was County owned, as well as add historical value to its location. Kelly Driver suggested using the name "Wolfred" which is the reverse of Fred L. Wolf, who was the prime mover behind projects crucial to the development of his town, county, state, and the region such as the building of the bridge linking northeastern Washington with northern Idaho, and the construction of Albeni Falls Dam. Wolf served three terms (beginning in 1919, 1921 and 1931) as a Republican in the Washington State House of Representatives. The P&R Board did make a motion during their 2/21/2024 Regular Meeting to adopt WOLFRED COUNTY PARK as the official name of this facility, and directed the Parks Director to recommend this change to BOCC/

FISCAL IMPACT:

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

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

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

HR initials

Pend Oreille County Park and Recreation Board Meeting Minutes

Location:	Public Works Conference Room & Online Teams Meeting
Date:	2/21/2024
Time:	2:03 PM to 3:29 PM
Attendees:	<p>In Person: Mike Kirkwood-Parks Director, Kelly Flanagan-Board Chair, Taylor Johnson-Board Member, Brian Smiley-Member, Laura Hanses-Member, Vicki Kohler-Member, Terri Ann Hedtke-Board Member, Lyndsie Halcro-Board Member, Kelly Driver-Port of Pend Oreille</p> <p>Teams (PC): Selkirk Sun, Dan Beyer-Northwest Package</p> <p>Absent:</p>

1. K. Flanagan brought the meeting to order at 2:03pm in the Public Works Conference Room.
2. Motion was made by T. Johnson to approve the January 2024 Park Board Meeting Minutes. Motion was seconded by T. Hedtke. Motion carried unanimously.
3. Financial Update: January 2024 financial spreadsheet was discussed. An update on revenues and expenditures was provided by M. Kirkwood. January 2024 ending balance was \$306,649.07. Discussion on January expenses, investment earnings.
4. Board: New Members: Laura Hanses, Viki Kohler, Resignation: Mike Lithgow
5. Dan Beyer-Production and Set Designer. Film Production Company-Northwest Package. Requesting to shoot some scenes in PO Park, would like to build a small cabin. Will bring own materials and remove everything when done. Timeline-start building set soon, done filming by mid June.
 - a. Motion was made by L. Halcro to authorize Mike to enter into an agreement with Northwest Package to use PO Park as a film location. Motion was seconded by L. Hanses. Motion carried unanimously.

Dan Beyer left the meeting.

6. New Business:
 - a. Termination of Agreement A-2015-2: Discussion on sites being USFS, agreement should be with USFS.
 - i. Motion was made by T. Hedke to have the BOCC Terminate Agreement A-2015-2 and move forward with another Agreement. Motion was seconded by L. Halcro. Motion carried unanimously.
 - b. Deeds for Land Exchange: BOCC will sign next week and processes with land swap will be completed next week. XXX DOT discussion.
 - i. Motion was made by L. Halcro to change the name of Lake Newport State Park to Wolfred County Park. Motion was seconded by T. Hedke. Motion carried unanimously.
 - c. RGRA Sale: Timber Sale on delay because of Stage 3 Road Restrictions. Might have to extend agreements with the mills. Discussion on group wanting to have a trail riding competition in June.
 - d. Summer Temp/Host Job Descriptions: Hire the camp host as a temporary employee, pay minimum wage and work 4 days. 2 people, 3 hours a day, 4 days a week. Summer Temporary employee will be part time Parks and Roads. Discussion on having a temp employee versus a service.
 - i. Motion was made by T. Johnson to hire two camp hosts as temporary employees. Motion was seconded by L. Halcro. Motion carried unanimously.

- e. ADO-POSA: POSA needed a commitment of the land to apply for grant. Discussion: PORT still wants to help write the grant and help out the Parks. Discussion on feasibility study.
- f. Grant Opportunity-LWCF (Land and Water Conservation Fund): 50% match, \$200,000 minimum. Opens in May, could also be used for POC Park.

7. Reports:

- a. PO Park: M. Kirkwood needs to move the gate closer to the highway, the lock was broken. Discussion on keeping the bathrooms unlocked and open all year round. M. Kirkwood to get the road crews working on campground work done.

L. Halcro left the meeting.

- b. Sweet Creek: Bathrooms were cleaned, and garbage picked up. K. Flanagan to watch the bathrooms and clean when necessary.
- c. Yocum Lake: bank work still looks good, no new news.
- d. Ashenfelter Bay: no new news.
- e. LNSP: Discussion on having a meeting out at Wolfred County Park in May. Table to next meeting.
- f. Rustlers Gulch: Timber sale on delay because of Road Restrictions, working with B. Slaven on trespassing and removal of timber.
- g. Davis Rd Boat Launch: no new report.

8. Budget: no new news.

9. Review of Proposed Projects/Acquisitions:

- a. Flume Creek Land Swap: no new news.
- b. Edgewater Camp Area: no new news.

10. Park Plan Review: Discussion on progress from the board, updating the surveys.

11. Open Discussion: M. Kirkwood learned that the Parks and Recreation advisory board does not need to take their motions to the BOCC. Will put together a policy and present to the Parks Board.

12. Public Comment: K. Driver offered help with grant writing.

13. Motion was made by T. Johnson to adjourn the meeting. Motion seconded by T. Hedke. Motion carried unanimously. The meeting was adjourned at 3:33 PM.

**PEND OREILLE COUNTY
NEWPORT, WASHINGTON**

RESOLUTION NO. 2024- _____

**CHANGE OF FACILITY NAME FROM LAKE NEWPORT STATE PARK
TO WOLFRED COUNTY PARK**

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

WHEREAS, the Parks & Recreation Advisory Board contemplated a name change to the parcel known currently as Lake Newport State Park; and

WHEREAS, the public was given the opportunity to submit possible name changes through an article in local newspapers; and

WHEREAS, there was one name submitted that captured the historical significance of the area in which the park is located; and

WHEREAS, the Park & Recreation Advisory Board approved by motion during their meeting on February 21, 2024 the name of "Wolfred County Park" and directed the Parks & Recreation Director to recommend this name change to the Board of County Commissioners; and

WHEREAS, the Parks & Recreation Director believes that this name change finalizes the transfer of this facility from the State, making it fully a County Park; and

WHEREAS, the Parks & Recreation Director recommends the Board of County Commissioners approve this name change.

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners of Pend Oreille County, Washington, that the name change of Lake Newport State Park to Wolfred County Park is hereby approved, and the Chair of the Board, or a majority of the Board is hereby authorized to execute it on behalf of Pend Oreille County.

ADOPTED this _____ day of March, 2024.

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

Robert Rosencrantz, Chair

John Gentle, Vice-Chair

Brian Smiley, Member

ATTEST:

Crystal Zieske, Clerk of the Board