

**NEWPORT CITY COUNCIL AGENDA**

***June 05, 2023 AT 6:00 P.M.***

**INTRODUCTION**

The City of Newport, Washington, is a Mayor/Council form of government and is a code city. Essentially, Newport conducts its day to day business within the State of Washington laws, RCW 35A, that govern optional municipal code cities. The Newport City Council is called to order by the **Mayor** and all business of the City is conducted in accordance with State of Washington laws and Newport Resolution number 10410 City Council Rules of Procedure, adopted January 04, 2010. If you require any reasonable accommodation to participate in the council meeting, please contact the City at (509) 447-6429 twenty-four (24) hours prior to the meeting.

**YOUR ELECTED OFFICIALS**

MAYOR KEITH CAMPBELL  
COUNCILMEMBER KENNETH SMITH  
COUNCILMEMBER NATHAN WEATHERS  
COUNCILMEMBER JAMI SEARS  
MAYOR PRO TEM MARK ZORICA  
COUNCILMEMBER NATHAN LONGLY  
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**CALL TO ORDER**

ROLL CALL  
PLEDGE OF ALLEGIANCE  
AMENDMENTS & APPROVAL OF AGENDA &  
05/15/2023 COUNCIL MEETING MINUTES

**MAYOR & COUNCIL COMMENTS:**

The next Council Meeting will be Tuesday, June 20<sup>th</sup> due to the Juneteenth holiday – Mayor Campbell

**AUDIENCE PARTICIPATION:**

**CITY ADMINISTRATOR COMMENTS:**

**OLD BUSINESS:**

Motion to approve Newport Rodeo bus route and bus stop locations within the City – Jason Totland, Newport Chamber & Bill Deilke, Newport Rodeo

**NEW BUSINESS:**

Motion to approve Hotel/Motel Tax Request for Pend Oreille Relay for Life in the amount of \$1,000.00 – Terri Ivie, Chair

Centennial Plaza Update – Sue Mauro

Motion to approve Agreement NP2023-10 Interlocal Cooperative Agreement between Pend Oreille County and the City of Newport for each agencies Public Works Department – Abby Gribi, City Administrator

**BILLS & PAYROLL:**

CLAIMS CHECKS 65670-65684	\$11,968.02
CLAIMS EFT 05/31/2023 Run 1-2	\$861.42
CLAIMS CHECK 65306 *VOID* - VENDOR UNABLE TO LOCATE CHECK	\$(9,233.81)
PAYROLL EFTS 1435-1442 & DIRECT DEPOSIT 05/19/2023	\$74,652.35

**ADJOURNMENT:**

**MINUTES OF THE NEWPORT CITY COUNCIL MEETING ON**

**May 15, 2023**

A regular meeting of the Newport City Council was held on May 15, 2023, at 6:00 PM in Council Chambers, City Hall, 200 S. Washington Avenue, Newport, Washington, with the following present:

	Keith Campbell	Mayor
	Abby Gribi	City Administrator (Absent)
	Nickole North	Clerk/Treasurer
Kenneth Smith		Councilmember
Nathan Weathers		Councilmember
Jami Sears		Councilmember
Mark Zorica		Mayor Pro Tem
Nathan Longly		Councilmember

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Mayor Campbell called the meeting to order at 6:00 PM. This was followed by roll call and the pledge of allegiance.

**APPROVAL OF AGENDA & MINUTES:**

There were two amendments made to the agenda. Approval and authorization to send the annual report to the State Auditor was added to New Business and the annual payment for the LTGO Bond was added to the Claims EFTs changing the total EFTs paid to \$75,914.75. Councilmember Zorica moved to approve the agenda as amended and the minutes from the May 01, 2023 Council Meeting; Councilmember Weathers seconded. Motion carried.

**MAYOR & COUNCIL COMMENTS:**

Councilmember Sears let the Council know that she will be gone for part of the time that she is scheduled to review bills. She asked if Councilmember Longly could switch with her and he agreed.

Councilmember Longly reminded everyone that this week is filing week if they plan on running for election.

**AUDIENCE PARTICIPATION:**

Linda Cassella, residing at 31 Deer Road, Newport, WA, thanked the Council for allowing them to use the park for an Artwalk. It was well attended and they plan on having it be an annual event on Earth Day. She also gave a Creative District update and asked the Council for a letter of support to include with their application.

Robert Rosencrantz, Pend Oreille County Commissioner, residing at 615 W. Pine Street Apartment #14, Newport, WA, spoke regarding fire department levies. He asked that if the City asks for a

levy that they make it a similar rate as the surrounding fire districts as this would be strategically beneficial and create parity.

**NEW BUSINESS:**

Aaron Hutchins, Location Manager for First Student Inc. was in attendance to answer any questions regarding providing buses during the Newport Rodeo event. He stated that he could have two buses available that weekend with possible drop off points at Safeway, Super One and the Oldtown Boat Launch. Jason Totland with the Chamber and Bill Deilke with the Newport Rodeo could not be in attendance but asked to be added to the next Council Meeting on June 5<sup>th</sup> to discuss this topic further.

Councilmember Longly moved to approve Newport Hotel/Motel Tax Request in the amount of \$1,000 payable to Newport Hospital & Health Service Foundation for the 16<sup>th</sup> Annual Newport Autumn Bloom 5K/10K Run; Councilmember Smith seconded. Motion carried.

Councilmember Zorica moved to extend the RV Binding Site Plan for one year; Councilmember Longly seconded. Councilmember Zorica asked to have an update on the status of the RV Park and when it should be completed. Public Works Director North will be in attendance at the next meeting with an update. Motion passed.

Councilmember Weathers moved to approve and allow the annual report to be sent to the Washington State Auditor; Councilmember Zorica seconded. Motion carried.

**BILLS & PAYROLL:**

Councilmember Weathers moved to approve the bills and payroll; Councilmember Smith seconded. Motion carried.

CLAIMS CHECKS 65645-65669	\$40,352.88
CLAIMS EFT 05/11/2023 Run 1-12	\$75,914.75
CLAIMS DIRECT PAY 05/11/2023 Run 1-7	\$6,850.00
PAYROLL E-CHECKS 1427-1434; Dir Deposit Run 05/03/2023	\$72,835.79

**ADJOURNMENT:**

The meeting was adjourned at 6:28 PM.

Attest: \_\_\_\_\_  
Nickole North, MMC, CPFA  
Clerk/Treasurer

By: \_\_\_\_\_  
Keith Campbell  
Mayor

MAY 25 2023

REQUEST FOR FUNDING, PAGE 2

CITY OF NEWPORT  
NEWPORT, WA

Organization Name: Pend Oreille Valley Relay for Life

Address: Box 900 Prorest River, ID 83856

Phone: 208-627-6703 Fax: \_\_\_\_\_

Contact Person: Terri Iure Title: Chair

Project to be Funded: Relay for Life family event

Amount Requested: \$1000 Project Date(s): Friday Aug-11 Sat. August 12

Has the requesting organization received hotel/motel tax funding in the past:  YES  NO  
If yes, for which years and which project? since 2006

Are you a non-profit organization exempt from taxation under IRS 501(c)(3) code?  YES  NO

Are you a non-profit organization exempt from taxation under IRS 501(c)(6) code?  YES  NO

About the Requesting Organization:

Number of full-time staff: Volunteers only Number of part-time staff: \_\_\_\_\_

Number of volunteers: 15 Year organization incorporated: 2006

Please list the Names and Titles of your Board Members:

Terri Iure - Chair / Katie LaVelle - Teams / Desiree Hood - Luncheon  
Carolyn Sherman - Survivorship / Dawn Skiles - <sup>event</sup> support / Doreen Brown - media outreach

Project Description:

Please provide a brief description of the event/project, including event schedule.  
Family event to celebrate, remember and fight back against Cancer and fundraise

Is the project you are seeking funding for in collaboration with other agencies? If so, please name the other agencies and describe the relationship.  
no

Total Project Cost: 5000 Request as a percent of total project cost: 30 %

Project Budget: 5000 - covers surviving <sup>agencies</sup> news - but most things

Revenue: we try to get donated.

SOURCES:	AMOUNT:
<u>Team fundraising from a variety of efforts</u>	<u>10,000</u>

Expenditures:

DESCRIPTION:	AMOUNT:
Roses Survivors	\$ 100
T-shirts Survivors	\$ 1000
Dinner Survivors	\$ 500
Prizes for mat laps, etc.	\$ 400
Posters - flyers - signage	1500
Banner	
Misc	1500

Projected Tourism Benefits:

Expected number of participants/spectators: 200

Expected number of out-of-town participants/spectators: 25  
(those who have traveled MORE than 50 miles)

Estimated total number of people staying overnight in a hotel/motel/B&B: 10

Explain how your organization will collect and verify the above information (i.e. surveys, registration, hotels, etc.)

Explain how this project meets the above guidelines and criteria for hotel/motel tax funding.

*Closing ceremony evaluation sheets*  
*Community minded - all funds help a non-profit - American Cancer*

Provide a detailed outline of the Marketing Plan for the event to be funded by hotel/motel funds. Please include the different types of media by name and location of service.

*Posters The Beach Facebook flyers*

You may use additional sheets of paper if necessary to complete the application. You may also attach any additional information about your organization or project you think is relevant to this application.

I understand the Washington State limitations placed on use of Hotel/Motel Tax funds, and certify the requested funds will be used only for purposes described in this application or as approved by the City Council. I understand use of funds is subject to audit by the State of Washington. I further understand that printed and hard-copy verification of advertising publication is required for release of funds and there will be no advance payments. All recipients will be required to note on any advertising material that "Tourism support provided by City of Newport hotel/motel tax funds" or the event WILL NOT be funded. All funds granted are to be used by the end of the City's fiscal year, which ends December 31, and there will be no carry over.

Name Terri Jose Title Chair Date 5/22/23

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For City use only:

Date received by Administration: \_\_\_\_\_

Date of Administration action: \_\_\_\_\_ Amount Approved: \_\_\_\_\_

Date approved/declined by City Council: \_\_\_\_\_



**PEND OREILLE COUNTY  
NEWPORT, WASHINGTON**

**RESOLUTION NO. 2023- 45**

**RESOLUTION REGARDING APPROVAL OF AN INTERLOCAL AGREEMENT  
BETWEEN PEND OREILLE COUNTY AND THE CITY OF NEWPORT, WASHINGTON  
FOR SHARING MANPOWER AND EQUIPMENT**

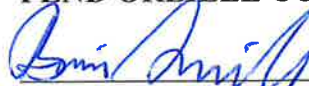
**WHEREAS**, pursuant to Chapter 39.34 RCW, agencies may enter a cooperative Interlocal Agreement wherein each may provide mutual aid in the sharing of labor and equipment resources; and

**WHEREAS**, the Board of County Commissioners believes entering into this type of agreement with the City of Newport, Washington is in the interest of the public.

**NOW, THEREFORE BE IT HEREBY RESOLVED**, by the Board of County Commissioners of Pend Oreille County, Washington, that the Interlocal Agreement between Pend Oreille County and the City of Newport, Washington 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 9 day of May, 2023.

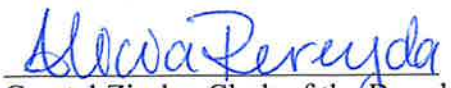
**BOARD OF COUNTY COMMISSIONERS  
PEND OREILLE COUNTY, WASHINGTON**

  
\_\_\_\_\_  
Brian Smiley, Chair

  
\_\_\_\_\_  
Robert Rosencrantz, Vice-Chair

  
\_\_\_\_\_  
John Gentle, Member

ATTEST:

  
\_\_\_\_\_  
~~Crystal Zieske, Clerk of the Board~~  
Alicia pereyda  
Acting

R-2023-45  
NP 2023-10

Return Address:

Craig Jackson  
Pend Oreille County Public Works  
625 Fourth Street  
Newport, WA 99156

The information contained in this boxed section is for recording purposes only pursuant to RCW 36.18 and RCW 65.04 and is not to be relied upon for any other purpose and shall not affect the intent of the warranty contained in the document itself.

Document Title:	Interlocal Cooperative Agreement
Grantor(s):	Pend Oreille County, WA
Grantee(s):	City of Newport, WA
Legal Description:	N/A
Assessor's Tax Parcel ID:	N/A

Filed with the Auditor or listed by subject on each Agency's web site pursuant to RCW 39.34.040.

**INTERLOCAL COOPERATIVE AGREEMENT  
BETWEEN PEND OREILLE COUNTY AND CITY OF NEWPORT**

THIS AGREEMENT is made on the date of last execution below by and between the City of Newport and Pend Oreille County, Washington, for each agency's Public Works Department.

WHEREAS, Pend Oreille County is a political subdivision of the State of Washington and the City of Newport is a municipal corporation of the State of Washington (hereinafter collectively "the Agencies"); and

WHEREAS, pursuant to Chapter 39.34 RCW, the Agencies may enter into a cooperative Interlocal Agreement wherein each may provide mutual aid in the sharing of labor and equipment resources; and

WHEREAS, the Agencies have the authority to construct, maintain, and repair their county roads within their respective jurisdictions and from time-to-time require the use of expensive, specialized equipment, assistance, or technical knowledge; and

WHEREAS, the Agencies find this Agreement to be mutually advantageous and the most efficient method in terms of time and money for public works projects or emergencies.

WHEREAS, the Pend Oreille Board of County Commissioners and Newport City Council have each authorized the execution of this Agreement by action taken at a regular meeting; and

NOW, THEREFORE, in consideration of the mutual promises and covenants terms and conditions set forth herein, the Agencies agree to cooperate with each other as follows:



**Article 1  
PURPOSE**

**1.1 Purpose**

The purpose of this Agreement is to set forth the terms and conditions under which the Agencies will provide equipment, labor, specialized or technical training, and materials to each other on a reimbursable basis, and when available, for road construction, maintenance, equipment operation, repairs and for facilities support. The Agency supplying equipment, labor, specialized or technical training, and materials is designated as the "Provider." The Agency requesting and/or using the equipment, labor, specialized or technical training, and materials is designated as the "User."

**Article 2  
EQUIPMENT, LABOR, SPECIALIZED OR TECHNICAL  
TRAINING, AND MATERIALS TO BE FURNISHED**

**2.1 Equipment Furnished**

Each Agency agrees to furnish equipment as may be requested by the other Agency, so long as such equipment is owned by the Provider and available for use, on the following terms and conditions:

A. Request for Rental.

The User shall provide reasonable notice to the Provider requesting equipment, including the proposed dates when the equipment shall be picked up and returned. Each request for equipment shall be in a writing submitted by the User's Administrator to the Provider's Administrator. Each request shall specify the requested equipment, labor and/or material, the location of the work, and other information relevant to the request. Upon receipt of a request, the Provider shall respond within five (5) business days. In cases of emergency or unforeseen circumstance necessitating prompt action, the request and approval may be done orally, but must be confirmed in writing within 72 hours after the oral request and approval.

B. Transportation of Equipment.

The User shall be responsible for all transportation of the equipment and shall pick up and return the equipment to the location where such equipment is stored by the Provider.

C. Equipment Care, Maintenance, and Security.

The User shall be responsible for the proper care, maintenance and security of the equipment until the equipment is returned to the Provider.

D. Equipment Operators.

The User shall permit the equipment to be used only by properly trained and supervised operators. The Provider may require, in its sole discretion, that only the Provider's personnel operate certain equipment. In doing so, the Provider shall be deemed an independent contractor and Provider's employees shall not be deemed employees of the User. The Provider's employee shall perform under the general direction and control of the User but shall retain full control of the manner and means of using the equipment.

E. Pre-rental Inspection.

The Agencies shall jointly inspect furnished equipment at the time of the rental and shall note in writing of any defect or problem. It is the responsibility of the User to raise any objections to equipment condition at the time of the joint pre-rental inspection. The User's Administrator, or his or her designee, shall promptly provide the Provider with a written receipt for equipment received for rental, including any defects or problems identified during the joint pre-rental inspection. Email shall be considered a written receipt.

F. Equipment Furnished "As Is."

The User accepts all furnished equipment AS IS and waives any and all claims against the Provider resulting from the condition of the equipment; except if such equipment is provided with an operator and the physical and/or mechanical damages result from the operator's acts or omissions.

G. Equipment Use.

The User shall operate or use any equipment provided pursuant to this Agreement for purposes in conformance with the manufacturer's design and intended use, and the specific uses or purpose of the equipment as intended by the Provider, unless otherwise agreed in writing by the Administrators. For example, a vector truck used for stormwater facility maintenance may not be used for work on sanitary or industrial sewage lines or facilities. Nothing in this Agreement constitutes a waiver of the User's obligation for safe and legal equipment operation pursuant to regulatory and industry standards and best practices.

H. Post-rental Inspection.

Upon the User returning equipment, the User and Provider shall jointly inspect, identify, and document any change in the condition of the equipment which exceeds normal wear and tear. Disputed equipment damage or problems should be documented. The Provider's Administrator, or his or her designee, shall promptly provide the User with a written receipt for returned equipment. Email shall be considered a written receipt.

I. Equipment Damage.

The User shall be responsible for all physical and mechanical damages beyond normal wear and tear and losses to the equipment during use, storage and transportation of the Provider's equipment, unless such equipment is provided with an operator and the physical and/or mechanical damages result from the operator's acts or omissions.

J. Equipment Return.

The User shall return the equipment on or before the proposed return date, unless the Provider agrees to extend use of the equipment: provided, that in the event an emergency shall arise requiring use of the equipment by the Provider, the User shall return the equipment as directed by the Provider.

## **2.2 Labor**

Labor shall be provided, as available, upon the request of the User. The User shall be responsible for arranging any necessary transportation of personnel, and associated cost. User shall be responsible for all costs of the labor as described in Section 5.2 below. User shall coordinate and supervise the work to be performed, ensure the safety of all personnel working at a site, and provide a rest area with water and restroom for crews.

Any Provider employees designated to provide the services called for by this agreement remain the employees of the Provider, subject to its discipline, personnel policies, and performance standards.

## **2.3 Specialized or Technical Knowledge**

The Agencies agree that equipment operation is enhanced when an operator experienced with a particular make or model of equipment can share specialized or technical knowledge, they have acquired with an operator new to the equipment. This is not intended as general training in equipment operation, but an opportunity to bridge the gap between general principles and the particularities or quirks of a specific item. An appropriate example of this intention is having Provider's road stripe crew train User's experienced road stripe crew in the operation or maintenance or repair of Provider's road striping equipment. In comparable circumstances, and at the sole discretion of the Provider, each Agency agrees to provide basic training in the use of equipment provided to the User, upon the User's request. The date and time of any training will be mutually agreed upon by both Agencies.

Any specialized or technical training provided hereunder is supplemental to general training in equipment operation. The Provider does not warrant that this specialized or technical training is complete, or that it should be relied on as best practice or industry standard. It is the sole responsibility of the User to properly train personnel in User's safety practices or any other information necessary to the work.

Provider shall not be liable for any harm to User resulting from information provided or omitted in this specialized or technical training. User shall indemnify Provider against any and all claims arising from specialized or technical training of personnel, pursuant to Article 6.

All costs arising from specialized or technical training shall be reimbursed by the User pursuant to Article 5. Reimbursable training expenses shall be agreed to by the Administrators prior to the training and may include, but are not limited to travel expenses, lodging, meals, per diem, transportation and/or fuel. It is the responsibility of the User to provide any equipment, tools, or materials that the Provider may reasonably request to aid in the training. With prior approval by both Agencies, costs associated with equipment, tools, or materials incurred by the Provider for the training shall be reimbursed by the User.

## **2.4 Engineering**

The County Public Works Department Engineering Staff may be utilized to assist the City of Newport for Engineering Services for the design and construction of streets, sidewalks, and utilities upon written and agreed upon scope and fee for services.

## **2.5 Independent Contractor**

The employees of each Agency who are engaged in the performance of this Agreement shall continue to be employees or agents of that Agency and shall not be considered for any purpose to be employees or agents of the other Agency.

## **2.6 Requests for Work**

- A. The Provider shall not be responsible for assuring that a request for work complies with bidding laws, and other Federal, State and local regulations governing the performance of such work. The Provider assumes that any request for work by the User is lawful and assumes no liability should there be irregularities in the request for work.
- B. There is no guarantee by the Provider that the work will meet the satisfactions of the User, nor that unsatisfactory work will be repaired without additional compensation to the Provider. The Provider charges no profit to cover guarantees and does not have total control over traffic, soil, weather, and other factors that might affect the work.
- C. Both Agencies, in their performance of the work under this Agreement shall abide by the provisions of RCW 35.77.020, .030, and .040.

## **Article 3 ADMINISTRATION**

### **3.1 Administrators**

The Agencies each designate one Administrator responsible for the administration of this Agreement. The contact information for each Administrator is as follows:

For the City of Newport:

City Administrator  
200 Washington Ave S  
Newport WA 99156  
(509) 447-6496

For Pend Oreille County:

County Engineer  
Pend Oreille County Public Works  
625 W 4th St.  
Newport, WA 99156  
(509) 447-4513

The Administrators shall have full powers to act on behalf of his or her respective Agency for the purposes authorized in this Agreement.

## **Article 4 DURATION AND TERMINATION OF AGREEMENT**

### **4.1 Duration**

This Agreement shall be effective only upon execution by the Agencies; and (1) filing with the County Auditor, or (2) list by subject on each Agency's website or other electronically retrievable public source pursuant to RCW 39.34.040. This Agreement shall continue until December 31, 2025, unless terminated as set forth in Section 4.2. The duration of this Agreement may be extended for an additional two (2) year term by mutual written agreement of the parties as provided in Section 9.2.

### **4.2 Termination**

This Agreement shall continue until terminated by either Agency by providing thirty (30) days prior written notice of termination to the other Agency. If this Agreement is so terminated, the Agencies shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

## **Article 5 REIMBURSEMENT TO PROVIDER**

### **5.1 Equipment**

The User shall reimburse the Provider for furnished equipment based on the Provider's published equipment rental rate. The fuel tanks of furnished equipment shall be full when furnished and shall be full when returned by the User. If the equipment fuel tanks are not

full when the equipment is returned, the User shall pay for fuel usage based upon the Provider's then current fuel price per gallon.

## **5.2 Labor**

The User shall reimburse the Provider for the actual cost of all labor of personnel provided to the User. Payment shall be made according to the published Cost Sheet.

The use of Labor under the terms of this Agreement is not intended to establish an employee-employer relationship, except as to the extent permitted by law. The Agencies agree the employing agency may be considered an "employer" under Title 51 RCW for purposes of worker's compensation claims.

## **5.3 Administrative Services Fee**

In addition to equipment rental rates, labor reimbursement and fuel charges, the User shall pay the Provider an amount equal to ten percent (10%) of such charges as reimbursement of direct and indirect administrative, accounting and clerical services.

## **5.4 Payment**

The Provider shall provide the User with a certified statement of all equipment rental, labor, fuel charges and administrative services fees within ten (10) days after return of equipment. The User shall pay the amount due to the Provider within thirty (30) days.

# **Article 6 INDEMNITY**

## **6.1 Claims**

The User shall indemnify, defend and hold harmless the Provider, its departments, elected and appointed officials, employees, and agents, from and against any and all claims, damages, losses and expenses for any bodily injury, sickness, disease, or death, or any damage to or destruction of property, including the loss of use resulting therefrom, resulting from the User's use, storage and transportation of the equipment furnished by the Provider, unless caused by the sole negligence of the Provider, its departments, elected and appointed officials, employees, and/or agents. This indemnification obligation of the User shall not be limited in any way by the application of any worker's compensation acts, disability benefit acts or other employee benefit acts and the User expressly waives the protection afforded by such laws.

In the event of any and all claims, damages, losses and expenses for any bodily injury, sickness, disease, or death, or any damage to or destruction of property, including the loss of use resulting therefrom, resulting from the concurrent negligence of the User and Provider, the Agencies shall be liable to the extent of their respective proportionate negligence.



The foregoing indemnification obligations of the User are a material inducement to the Agencies to enter into this Agreement and have been mutually negotiated.

The Agencies specifically acknowledge and agree to the terms of indemnification herein, and said acknowledgement and agreement is witnessed by the executing signatures of their authorized representatives found at the end of this Agreement.

## **Article 7 PERFORMANCE OF AGREEMENT**

### **7.1 Compliance with All Laws**

Each Agency shall comply with all federal, state, and local laws, rules, regulations and ordinances applicable to the performance of this Agreement, including without limitation all those pertaining to wages and hours, confidentiality, disabilities, and discrimination.

### **7.2 Maintenance and Audit of Records**

Each Agency shall maintain books, records, documents and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review and audit by either Agency, and the Washington State Auditor's Office. Each Agency shall retain all such books, records, documents and other materials for six (6) years following the termination of this Agreement.

### **7.3 On-Site Inspections**

Either Administrator or his or her designee may evaluate the performance of this Agreement through on-site inspection to determine whether performance is in compliance with the standards set forth in this Agreement, and in compliance with federal, state and local laws, rules, regulations and ordinances.

### **7.4 Improper Influence**

Each Agency agrees, warrants and represents that it did not and will not employ, retain or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining or extending this Agreement. Each Agency agrees, warrants and represents that no gratuity whatsoever has been or will offered or conferred with a view towards obtaining, maintaining or extending this Agreement.

### **7.5 Conflict of Interest**

The elected and appointed officials and employees of the Agency shall not have any personal interest, direct or indirect, which gives rise to a conflict of interest or the appearance of a conflict of interest.

### **7.6 Nature of Cooperative Entity**

This Agreement facilitates the cooperation of the Agency as independent bodies and shall not create a separate legal or administrative entity.

No fixed assets or personal or real property will be jointly or cooperatively acquired, held, used or disposed of pursuant to this Agreement.

## **Article 8 DISPUTES**

### **8.1 Waiver Limited**

A waiver of any term or condition of this Agreement must be in writing and signed by the Agency. Any express or implied waiver of a term or condition of this Agreement shall apply only to the specific act, occurrence, or omission and shall not constitute a waiver as to any other term or condition or future act, occurrence, or omission.

### **8.2 Dispute Resolution**

In the event a dispute arises under this Agreement, the Administrators or their designees shall promptly meet in person in a good faith effort to negotiate resolution of the dispute. An attempt at such dispute resolution shall be a prerequisite to the filing of any litigation concerning the dispute. Refusal or failure of one Agency to participate in dispute resolution in good faith or at all shall constitute a waiver of this requirement.

### **8.3 Attorney's Fees**

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, each Agency shall pay its own attorney's fees and other costs incurred in that action.

### **8.4 Governing Law and Venue**

This Agreement shall be governed exclusively by the laws of the State of Washington. Venue shall be in a court of competent jurisdiction for Pend Oreille County, State of Washington.

## **Article 9 GENERAL PROVISIONS**

### **9.1 Assignment**

Neither Agency may assign its rights or delegate its duties under this Agreement, whether by assignment, further, subcontract or other means, unless otherwise agreed to by the Agencies in writing. Any such attempted assignment or delegation shall be void and shall constitute a material breach of this Agreement.

### **9.2 Modification**

This Agreement may not be amended, supplemented or otherwise modified unless expressly set forth in a written agreement signed by the Agencies and adopted by resolution of each Agency's legislative authority.

**9.3 Invalid Provisions**

The invalidity or unenforceability of any particular term or provision of this Agreement shall not affect the validity or enforceability of any other term or provision and this Agreement shall be construed in all respects as if such invalid or unenforceable term or provision was omitted.

**9.4 Insurance**

Each Agency shall carry for the duration of this agreement general liability, property damage and workers compensation insurance. It is understood by each of the Agencies hereto may fulfill these requirements through either self-insurance or the duly authorized insurance pool.

**9.5 Entire Agreement**



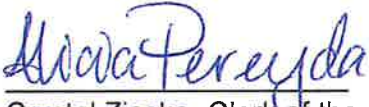
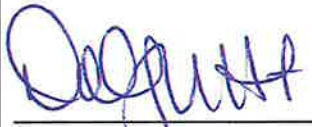
This Agreement constitutes the entire agreement between the Agencies. There are no understandings or agreements between the Agencies other than those set forth in this Agreement. No other statement, representation or promise has been made to induce either Agency to enter into this Agreement.

**9.6 Filing and State Approval**

Pursuant to RCW 39.34.040, this Agreement shall be filed with the County Auditor of each Agency or listed by subject on each Agency's web site prior to its entry into force.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates below.

<b>CITY OF NEWPORT WASHINGTON</b>	<b>BOARD OF COUNTY COMMISSIONERS PEND OREILLE COUNTY, WASHINGTON</b>
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<p>_____ Mayor</p> <p>_____ Date</p>	<p> _____ Brian Smiley, Chair</p> <p><u>05/09/23</u> Date</p> <p> _____ Robert Rosencrantz, Vice Chair</p> <p><u>05/09/23</u> Date</p> <p> _____ John Gentle, Member</p> <p><u>5/9/23</u> Date</p>
<p>ATTEST:</p> <p>_____ Nickole North, Clerk</p> <p>_____ Date</p>	<p>ATTEST:</p> <p> _____ <del>Crystal Zieske, Clerk of the Board</del> Alicia Percyda Acting</p> <p><u>5/9/23</u> Date</p>
<p>Approved as to form only:</p> <p>_____ City Attorney</p> <p>_____ Date</p>	<p>Approved as to form only:</p> <p> _____ Dolly Hunt, Prosecuting Attorney</p> <p><u>5/10/23</u> Date</p>

**Fema Equipment Rates**

Backhoe	\$52.69	
Brush Cutter	\$124.22	Needs Operator/Rate for Equip only
Broom	\$31.17	
Cracksel Machine	\$12.84	
Distributor	\$27.35	Needs Operator/Rate for Equip only
Grader	\$100.61	
Loader	\$78.13	
Paver	\$66.94	Needs Operator/Rate for Equip only
Roller Rubber	\$52.15	
Roller Steel	\$25.34	
Chip Spreader	\$121.45	Needs Operator/Rate for Equip only
Dump Truck	\$65.75	
Dump Truck	\$73.31	

Operator                      \$35.85 per Hour

City of Newport

2023 Equipment Rental Costs

Operator	\$38.38
Backhoe	\$52.69
Vac Truck	\$106.20
Street Sweeper	\$123.50
Loader	\$113.83
Dump truck/ Equipment Trailer	\$91.97
Motor Grader	\$100.61
Loader & Zipper	\$208.50
Super 104 Mower	\$20.28
Tandem Dump Truck	\$78.59
Bucket Truck	\$51.67
5yd Sand Truck	\$61.17
Saw Cutter	\$21.50



CITY OF NEWPORT  
VOUCHER REPORT

DATE 6/5/2023

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered, or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City, and that I am authorized to authenticate and certify to said claim.

**Checks 65670 – 65684**

**\$11,968.02**

**EFT 05/31: 1-2**

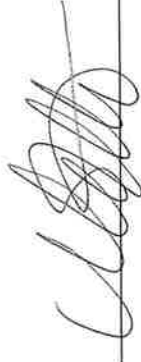
**\$861.42**

**Grand Total of all Claims**

**\$12,829.44**

**\*Transamerica Check 65306 issued in November 2022 voided in the amount of \$9,233.81. Vendor was unable to locate the check.\***

City Clerk: \_\_\_\_\_

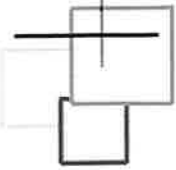


# Register

Fiscal: 2023  
 Deposit Period: 2023 - June  
 Check Period: 2023 - June - 1st Council Meeting

Check Number	Name	Print Date	Clearing Date	Amount
<b>Mountain West</b>				
65670	Anatek Labs, Inc.	6/5/2023		\$76.00
65671	Bairr Tech LLC	6/5/2023		\$2,530.34
65672	Big John's Spraying	6/5/2023		\$3,171.80
65673	Canon Solutions America	6/5/2023		\$159.96
65674	City of Newport	6/5/2023		\$476.85
65675	Dept of Ecology	6/5/2023		\$600.00
65676	Dr. Lou Sowers, PC	6/5/2023		\$700.00
65677	ERA	6/5/2023		\$683.11
65678	Glaciers Edge Equipment Repair LLC	6/5/2023		\$1,948.94
65679	Owen Equipment Co.	6/5/2023		\$452.58
65680	Beers, Kayrene	6/5/2023		\$85.00
65681	Newport Library,	6/5/2023		\$175.00
65682	PO CO Public Works	6/5/2023		\$408.44
65683	Public Utility District	6/5/2023		\$250.00
65684	Washington Wildlife & Recreation	6/5/2023		\$250.00
EFT Payment 5/31/2023 4:06:01 PM - 1	Vimly Benefit Solutions, Inc. - EFT	6/5/2023		\$742.50
EFT Payment 5/31/2023 4:06:01 PM - 2	Ziply Fiber - EFT	6/5/2023		\$118.92
<b>Total</b>				<b>\$12,829.44</b>
<b>Total</b>				<b>\$12,829.44</b>
<b>Grand Total</b>				<b>\$12,829.44</b>

# Voucher Directory



Fiscal: : 2023 - June  
 Council Date: : 2023 - June - 1st Council Meeting

Vendor	Number	Reference	Account Number	Description	Amount
Anatek Labs, Inc.	65670				
	2308260		2023 - June - 1st Council Meeting		
			410-000-000-534-34-41-00	Professional Services	\$76.00
					\$76.00
					\$76.00
					\$76.00
Total Anatek Labs, Inc.	Total 65670				
Barr Tech LLC	65671				
	8762		2023 - June - 1st Council Meeting		
			411-000-100-535-35-41-03	Prof Services Sludge Hauling	\$2,530.34
					\$2,530.34
					\$2,530.34
					\$2,530.34
Total Barr Tech LLC	Total 65671				
Big John's Spraying	65672				
			2023 Broadleaf Weed		
			001-000-000-576-80-41-01	Professional Services	\$479.27
			001-000-000-576-80-41-01	Professional Services	\$479.27
					\$958.54
			Total 2023 Broadleaf Weed		
			2023 lawn fertilizer		
			001-000-000-576-80-41-01	Professional Services	\$463.11
					\$463.11
			Total 2023 lawn fertilizer		
			2023 Lawn weed treatment all parks		
			001-000-000-576-80-41-01	Professional Services	\$80.78
			001-000-000-576-80-41-01	Professional Services	\$48.47
			001-000-000-576-80-41-01	Professional Services	\$134.63
			001-000-000-576-80-41-01	Professional Services	\$134.63
			001-000-000-576-80-41-01	Professional Services	\$963.92
					\$1,362.43
			Total 2023 Lawn weed treatment all parks		
			2023 necrotic spots		
			001-000-000-576-80-41-01	Professional Services	\$387.72
					\$387.72
			Total 2023 necrotic spots		
Total Big John's Spraying	Total 65672				
					\$3,171.80
					\$3,171.80

Vendor	Number	Reference	Account Number	Description	Amount
Canon Solutions America	65673	30516825	2023 - June - 1st Council Meeting		
			001-000-000-521-20-48-01	Maintenance Copier	\$15.90
			001-000-000-591-18-70-01	1/4 Copier Lease	\$5.00
			001-000-000-591-21-70-02	Police Copier Lease	\$124.06
			101-000-000-591-47-70-01	1/4 Copier Lease	\$5.00
			410-000-000-591-34-70-01	1/4 Copier Lease	\$5.00
			411-000-100-591-35-70-01	1/4 Copier Lease	\$5.00
			Total 30516825		\$159.96
			Total 65673		\$159.96
			Total Canon Solutions America		\$159.96
City of Newport	65674	2023 - June - 1st Council Meeting			
		Permit 1009-017-23	103-000-000-595-70-60-01	Reet 1 Capital Projects RV Park	\$476.85
Total City of Newport		Total Permit 1009-017-23			\$476.85
Dept of Ecology	65675	2023 - June - 1st Council Meeting			
		LAU-WA-W473-23	411-000-100-535-35-49-04	DOE Permits	\$600.00
		Total LAU-WA-W473-23			\$600.00
Total Dept of Ecology				\$600.00	
Dr. Lou Sowers, PC	65676	2023 - June - 1st Council Meeting			
		2013272 - Cotteen	001-000-000-521-20-41-00	Professional Services	\$700.00
Total Dr. Lou Sowers, PC		Total 2013272 - Cotteen			\$700.00
ERA	65677	2023 - June - 1st Council Meeting			
		042145 WWTP Tests	411-000-100-535-35-41-04	Professional Services	\$683.11
Total ERA		Total 042145 WWTP Tests			\$683.11

Vendor	Number	Reference	Account Number	Description	Amount
Glaciers Edge Equipment Repair LLC	65678				
		INV-469 - Vac Truck		2023 - June - 1st Council Meeting	
		001-000-000-576-80-48-00		Repair & Maintenance	\$487.23
		101-000-000-543-30-48-00		Equipment Maintenance	\$487.24
		410-000-000-534-34-48-00		Repair & Maintenance	\$487.23
		411-000-100-535-35-48-00		Repair & Maintenance	\$487.24
		<b>Total INV-469 - Vac Truck</b>			<b>\$1,948.94</b>
		<b>Total 65678</b>			<b>\$1,948.94</b>
Total Glaciers Edge Equipment Repair LLC					
Owen Equipment Co.	65679				
		00110592 - Vac Truck		2023 - June - 1st Council Meeting	
		101-000-000-543-30-48-00		Equipment Maintenance	\$452.58
		<b>Total 00110592 - Vac Truck</b>			<b>\$452.58</b>
Total Owen Equipment Co.					
Park Deposit Refunds	65680				
		Family Reunion		2023 - June - 1st Council Meeting	
		001-000-000-582-10-00-00		Kayrene Beers	\$85.00
				Park Deposit Refund	\$85.00
		<b>Total Family Reunion</b>			<b>\$85.00</b>
Total 65680					
65681					
		Ren Faire Refund		2023 - June - 1st Council Meeting	
		001-000-000-582-10-00-00		Newport Library	\$175.00
				Park Deposit Refund	\$175.00
		<b>Total Ren Faire Refund</b>			<b>\$260.00</b>
Total 65681					
Total Park Deposit Refunds					
PO CO Public Works	65682				
		2023 AprilSolid Waste		2023 - June - 1st Council Meeting	
		001-000-000-514-20-41-00		Professional Services	\$39.81
		001-000-000-521-20-41-00		Professional Services	\$39.81
		001-000-000-576-80-41-01		Professional Services	\$39.82
		101-000-000-543-30-41-02		Professional Services	\$39.82
		410-000-000-534-34-41-00		Professional Services	\$39.43
		411-000-100-535-35-41-04		Professional Services	\$209.75
		<b>Total 2023 AprilSolid Waste</b>			<b>\$408.44</b>
Total 65682					
Total PO CO Public Works					

Vendor	Number	Reference	Account Number	Description	Amount
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Public Utility District	65683			2023 - June - 1st Council Meeting	
		Light Application - parking lot 2023	001-000-000-513-10-47-00	Utilities	\$125.00
			001-000-000-521-20-47-00	Utilities	\$125.00
		Total Light Application - parking lot 2023			\$250.00
Total Public Utility District	Total 65683				\$250.00

Vimly Benefit Solutions, Inc. - EFT		EFT Payment 5/31/2023 4:06:01 PM - 1	001-000-000-521-20-20-03	Leoff I Med Insur/LifeFlight	\$742.50
		Leoff June 2023			\$742.50
		Total Leoff June 2023			\$742.50
Total EFT Payment 5/31/2023 4:06:01 PM - 1					\$742.50
Total Vimly Benefit Solutions, Inc. - EFT					\$742.50

Washington Wildlife & Recreation	65684			2023 - June - 1st Council Meeting	
		2023 City Membership	001-000-000-576-80-49-00	Miscellaneous	\$250.00
		Total 2023 City Membership			\$250.00
Total Washington Wildlife & Recreation	Total 65684				\$250.00

Zipty Fiber - EFT		EFT Payment 5/31/2023 4:06:01 PM - 2	411-000-100-535-35-42-00	Communications	\$118.92
		May 2023 Auto Dialer			\$118.92
		Total May 2023 Auto Dialer			\$118.92
Total EFT Payment 5/31/2023 4:06:01 PM - 2					\$118.92
Total Zipty Fiber - EFT					\$118.92

Grand Total		Vendor Count	16		\$12,829.44
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CITY OF NEWPORT  
PAYROLL CHECK REGISTER  
PAYDAY: May 25, 2023

We, the undersigned Council of the City of Newport, Washington, do hereby certify that the merchandise or services hereinafter specified have been received and that Check No. 1435 through No. 1442 as well as the direct deposit run 05/19/2023 for employees are approved for payment in the amount of \$74,652.35 this 5<sup>TH</sup> day of June 2023.


Councilmember \_\_\_\_\_

Councilmember \_\_\_\_\_

Councilmember \_\_\_\_\_

Councilmember \_\_\_\_\_

Councilmember \_\_\_\_\_

City Clerk/Treasurer  \_\_\_\_\_

# Register

Number	Name	Fiscal Description	Cleared	Amount
1435	Dept of Labor & Industry	2023 - May - 2nd Council Meeting		\$2,302.75
1436	Dept of Retirement - Def Comp	2023 - May - 2nd Council Meeting		\$902.50
1437	Dept of Retirement Systems	2023 - May - 2nd Council Meeting		\$8,318.66
1438	EFTPS	2023 - May - 2nd Council Meeting		\$12,564.67
1439	Employment Security	2023 - May - 2nd Council Meeting		\$105.31
1440	Employment Security - PMFL	2023 - May - 2nd Council Meeting		\$310.36
1441	Idaho State Tax	2023 - May - 2nd Council Meeting		\$380.00
1442	Vimly Benefit Solutions, Inc. - EFT	2023 - May - 2nd Council Meeting		\$11,150.97
Direct Deposit Run -	Payroll Vendor	2023 - May - 2nd Council Meeting		\$38,617.13
5/19/2023				<b>\$74,652.35</b>