

NEWPORT CITY COUNCIL AGENDA

March 20, 2023 AT 6:00 PM

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) 447-5611 forty-eight (48) hours prior to the meeting.

YOUR ELECTED OFFICIALS

MAYOR KEITH CAMPBELL
COUNCILMEMBER KENNETH SMITH
COUNCILMEMBER (Vacant)

COUNCILMEMBER JAMI SEARS
MAYOR PRO TEM MARK ZORICA
COUNCILMEMBER NATHAN LONGLY

CALL TO ORDER

ROLL CALL
PLEDGE OF ALLEGIANCE
AMENDMENTS & APPROVAL OF AGENDA & MINUTES

MAYOR & COUNCIL COMMENTS:

Interviews of Councilmember Applicants – City Council

Executive Session under RCW 42.30.110(1)(h) – To evaluate the qualifications of a candidate for appointment to elective office. However, any interview of such candidate and final action appointing a candidate to elective office shall be in a meeting open to the public.

Motion to appoint Councilmember to Position 2 for an unexpired term to expire 12/31/2025 – City Council

Swearing in of new Councilmember to Position 2 for an unexpired term to expire 12/31/2025 – Nickole North, Clerk/Treasurer

AUDIENCE PARTICIPATION:

CITY ADMINISTRATOR COMMENTS:

Council wage discussion

NEW BUSINESS:

Request to waive park rental fees for the Hospitality House Veteran Outreach events taking place in Newport City Parks this year – Brad Hanson, Hospitality House Veteran Outreach Coordinator

Motion to approve Resolution 03152023 setting the salary to be used for City Reserve Officers – Abby Gribi, City Administrator

Motion to allow the purchase of a 1990 WHSM Chip Spreader, VIN#44451171 from Pend Oreille County in the amount of \$6,700.00 with COVID 19 Revenue Loss funds – Abby Gribi, City Administrator

Motion to approve Agreement NP2023-07 ARPA Subrecipient Agreement between Pend Oreille County and City of Newport – Abby Gribi, City Administrator

BILLS & PAYROLL:

CLAIMS CHECKS 65536-65561	\$42,079.19
CLAIMS EFT 03/20/2023 Run 1-8	\$26,282.82
CLAIMS DIRECT PAY 03/20/2023 Run 1-5	\$8,600.00
PAYROLL E-CHECKS 1395-1402; Dir Deposit Run 03/06/2023	\$65,916.35

WORKSHOP:

Continued discussion on Street Budget and possible revenue solutions

ADJOURNMENT:

MINUTES OF THE NEWPORT CITY COUNCIL MEETING ON
March 06, 2023

A meeting of the Newport City Council was held on March 06, 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
	Nickole North	Clerk/Treasurer
Kenneth Smith		Councilmember
Jami Sears		Councilmember
Mark Zorica		Mayor Pro Tem
Nathan Longly		Councilmember

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

APPROVAL OF AGENDA & MINUTES:

Councilmember Zorica moved to approve the agenda and the minutes from the February 21, 2023 Council Meeting; Councilmember Longly seconded. Motion carried.

MAYOR AND COUNCIL COMMENTS:

Councilmember Smith spoke regarding an event that will be held by the Creative District in Newport.

Councilmember Longly stated that planning the annual Easter egg event is underway. If anyone has any ideas or would like to help, please reach out to him or Sue Mauro with the Chamber of Commerce.

AUDIENCE PARTICIPATION:

Linda Cassella, 31 Deer Rd, Newport, WA, spoke regarding an event that the Newport Creative District held at Kelly's on January 29th. The event was to gather capital project ideas and they got feedback with over 75 ideas. Those ideas were presented to the Council for their review to see what citizens would like to see in Newport. There will be a place to vote on the ideas to prioritize them on their Facebook Page - Newport Creative District.

Erik Gallanger, 487 S. Alder, Colville, WA, Chief Paramedic with POEMS gave an update. He invited the Council to do an EMS ride along.

Robert Deilke, 2443 Flowery Trail, Newport, WA spoke regarding some exciting changes that will be taking place with the Newport Rodeo this year. They are getting all new stadium quality lighting. The lights are LED so will be much less expensive to run the lights. A Jumbotron will

be installed. They are looking into having a free bus service running from downtown Newport to and from the Rodeo called "Ride to the Rodeo" that will hopefully keep people downtown and will run from noon to 10:00 PM. The carnival will be back this year with some new rides. A family night will take place Thursday night for sponsors and their families with free food and activities in the rodeo arena. Seats will be numbered this year and all tickets will be sold online. Handicap seating and parking have been tripled. With the improvements, he is hopeful that other large events can take place at the rodeo grounds in the future bringing people to our community. Mr. Deilke also pleaded with the Council to not sell the lot on the corner of Hwy 2 and Calispel Avenue but rather to utilize that area for signage to direct tourists how to get to the rodeo grounds and advertising of upcoming events as things grow.

CITY ADMINISTRATOR COMMENTS:

City Administrator Gribi asked the Council if they would like to discuss compensation for future Councilmembers. They asked that this topic be placed on the next agenda for discussion.

NEW BUSINESS:

A Clean Energy Presentation was given by Jamie Wyrobek, Economic Development Council Director

BILLS & PAYROLL:

Councilmember Longly moved to approve the bills and payroll; Councilmember Sears seconded. Motion carried.

CLAIMS CHECKS 65518-65535	\$24,829.67
CLAIMS EFT 03/06/2023 Run 1-2	\$2,951.70
PAYROLL EFTS 1387-1394 & DIRECT DEPOSIT 02/22/2023	\$66,893.02

EXECUTIVE SESSION:

The Council entered an executive session to discuss possible litigation relevant to RCW 42.30.110(i)(ii) at 6:42 PM for 15 minutes. The Council came out of executive session at 6:57 PM. No action was taken.

ADJOURNMENT:

The meeting was adjourned at 6:58 PM.

Attest: _____
Nickole North, MMC, CPFA
Clerk/Treasurer

By: _____
Keith Campbell
Mayor

RECEIVED
MAR 13 2023
CITY OF NEWPORT
NEWPORT, WA

City of Newport Application for City Council Position

Thank you for applying for a position on the Newport City Council. In order to learn a little more about you and your reasons for applying for this position, the Mayor and City Council would like you to complete the following information:

Name: Nathan Weathers Date: 3-10-2023
Physical Address: 537 N. Spokane Ave, Newport
Mailing Address: 121 S. Union Ave, Newport
Telephone: (work) 509 671 2778 (home) Same
Email Address: nathan.wx@fbox.me

Have you lived within the City of Newport for the last 12 months? Yes No

(Note: Council Members must live within the City of Newport and must have resided within the City for the 12 months previous to appointment)

EMPLOYMENT HISTORY:

Current or Last Employer: Bluewater Services, LLC Position Held: Owner
Time in Position: 12 years

QUESTIONS:

- Why are you interested in becoming a Newport City Council Member?
Having learned of a recently vacated seat, this seems like a good time to serve the remaining term to ascertain if I would be a good fit to serve my community in this capacity
- What do you feel is the City's most pressing need or problem?
I don't have a list of issues, nor do I feel currently informed enough to create one. My interest in applying was piqued more by the opportunity to give back.

3. What do you believe are the three most important responsibilities of a Council Member?

Listen actively
Consider Carefully
Council humbly

4. How do you see your role as a Council Member in relation to City employees and/or the Administration?

Serving on the council should give me the opportunity to more fully understand and appreciate the people who keep our town running!

5. How would you rate our City government?

- Great
- Good
- Fair
- Poor

Please explain your rating:

The parks are clean & kept up, the water & sewer work, snow is plowed, main street is attended to... but there are always opportunities for cost savings efficiencies to be realized and new ways to think about things.

6. Do you have any previous experience in City government? Yes No
If yes, please list:

7. List any other involvement that you have had in the community aside from Boards or Commissions.

Habitat for Humanity
Hospitality House volunteer
Raccoon Parade

8. List anything else that you feel would assist us in determining if you are the best suited applicant for this position.

I'm grateful to have had the privilege of coaching several small (\$1-3M) ~~start~~ business leadership teams. The lessons learned from those meetings-where I equip the decision makers with the tools they need to fulfil their role-has been of much value to me.

Please return to City Hall or email: clerk@cityofnewport-wa.org. Thank you very much for your interest!

RECEIVED

MAR 14 2023

CITY OF NEWPORT
NEWPORT, WA

City of Newport Application for City Council Position

Thank you for applying for a position on the Newport City Council. In order to learn a little more about you and your reasons for applying for this position, the Mayor and City Council would like you to complete the following information:

Name: STEVE CRAWFORD Date: 3-1-2023

Physical Address: 632 S. NEWPORT AVE.

Mailing Address: PO BOX 442

Telephone: (work) _____ (home) 208-290 5998 (CELL)

Email Address: NONE

Have you lived within the City of Newport for the last 12 months? Yes No

(Note: Council Members must live within the City of Newport and must have resided within the City for the 12 months previous to appointment)

EMPLOYMENT HISTORY:

Current or Last Employer: SELF EMPLOYED Position Held:

Time in Position: MANY YEARS

QUESTIONS:

1. Why are you interested in becoming a Newport City Council Member?
TO HELP IMPROVE THE CITY & BECOME MORE INVOLVED

2. What do you feel is the City's most pressing need or problem?
ROADS REPAIR
BRINGING IN NEW REVENUE TO AID THE CITIES NEEDS

3. What do you believe are the three most important responsibilities of a Council Member?

TO LISTEN TO RESIDENTS COMPLAINTS / PROBLEMS / RECOMENDATIONS
THAT MAY MAKE THE CITY MORE IN TUNE WITH THE WISHES
OF THE CITIZENS THEY REPRESENT. TO AID IN KEEPING POLICIES
ORDINANCES & REGULATIONS EQUAL TO ALL RESIDENTS OF THE COMMUNITY

4. How do you see your role as a Council Member in relation to City employees and/or the Administration?

TO AID IN KEEPING EMPLOYEES HAPPY WITH THEIR EMPLOYMENT
BY GIVING RAISES & COMPENSATIONS SO THAT THEIR PAY KEEPS
UP WITH THE COSTS OF LIVING & KEEPING WORK CONDITIONS
IN A PLEASANT SUITABLE CONDITIONS FOR ALL WORKERS

5. How would you rate our City government?

- Great
- Good
- Fair
- Poor

Please explain your rating:

WORK IS DEFINATLY NEEDED TO KEEP CITY ROADS IN GOOD
REPAIR TO KEEP PROPERTIES IN GOOD CONDITION TO HELP
THE CITY A BEAUTIFULL AREA FOR PEOPLE TO LIVE & VISIT.
PRIDE IN THE COMMUNITY

6. Do you have any previous experience in City government? Yes No
If yes, please list:

BUILDING OFFICIAL & ZONING ADMINISTER CITY OF PRIEST RIVER
BUILDING INSPECTOR BONNER COUNTY

7. List any other involvement that you have had in the community aside from Boards or Commissions.

HELPED KEEP THE CITY BUILDINGS IN GOOD CONDITION BY
PAINTING & REMODELING INCLUDING THE CITY MUSEUM
THE CITIES BIG WHEEL THE BURLINGTON NORTERN TRAIN STATION
THE CITY HALL KELLYS BAR & GRILL BALL FIELDS/ROBO CROWDS

8. List anything else that you feel would assist us in determining if you are the best suited applicant for this position.

LIVED IN TOWN FOR OVER 20 YEARS
VIETNAM VETERAN
BUSINESS OWNER IN THE AREA OVER 15 YEARS
RETIRED NO OBLIGATIONS TO INTERPHERE IN SERVICE

Please return to City Hall or email: clerk@cityofnewport-wa.org. Thank you very much for your interest!

RECEIVED

MAR 02 2023

CITY OF NEWPORT
NEWPORT, WA

The City of Newport
Newport Washington 99156

To The City Council, Mayor and whom it may concern,
This year the Hospitality House Veteran Outreach will be hosting 3 events in the City of Newport.

June 29th we will be hosting a Veterans picnic in partnership with the Spokane Vet Center.
(the Bus you see in front of the Hospitality House on the Last Thursday of the month).
For this event we hope to use the Veterans park on South Union as we have in years past.
This will be a simple no cost Barbeque for Veterans and their families, food and drinks will be provided.

July 15th is the date for the annual Veterans Stand Down. This event will take place at the High School as usual. Services, Surplus, Camaraderie, and lunch will be provided.

September 16th we will host the Second annual "first responders Hoedown and Barbeque". This Year we hope to have it at the city park this event will feature music, dancing and food. This will be free for all first responders, Veterans, and their families. The event will run from 6pm through 9pm. Set up will be the day of the event including temporary placement of additional tables. Take down will be the day of with table removal the day after. We will be providing our own trash collection and removal, we would like to use the city's bathrooms and power receptacles for this event.

As you can see two of our events are scheduled to be on City parks, I have included a facilities request and would hope that the City would donate these facilities for use of these two events. The Hospitality House is a 501c3 and our Veteran Outreach program exists solely to serve our veteran community.

Thank you for your time and consideration
Brad Hanson Hospitality House Veteran Outreach Coordinator

RESOLUTION NO. 03152023

A RESOLUTION OF THE CITY OF NEWPORT, WASHINGTON, SETTING THE SALARY TO BE USED FOR CITY RESERVE OFFICERS

WHEREAS, the Newport City Council believes that it is appropriate to formally set the salary for City Reserve Officer,

WHEREAS, Reserve Officers will receive a cost of living raise each year equal to regular employees of the Newport Police Department, and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newport, Washington, as follows:

An hourly rate of \$25.00 is adopted as the official salary for City Reserve Officer. This salary will stay in effect until modified by subsequent Resolution of this Council.

This Resolution shall take effect and be in full force from the date of passage.

PASSED AND ADOPTED this 20th day of March, 2023.

By _____
Keith Campbell, Mayor

Attest:

Nickole North, City Clerk Treasurer

Reserve Officers

325.1 PURPOSE AND SCOPE

The Newport Police Department Reserve Unit was established to supplement and assist regular sworn police officers in their duties. This unit provides professional, sworn volunteer reserve officers who can augment regular staffing levels.

325.2 SELECTION AND APPOINTMENT OF POLICE RESERVE OFFICERS

The Newport Police Department shall endeavor to recruit and appoint to the Reserve Unit only those applicants who meet the high ethical, moral and professional standards set forth by this department.

325.2.1 PROCEDURE

All applicants shall be required to meet and pass the same pre-employment procedures as regular police officers before appointment (RCW 43.101.095). Before appointment to the Police Reserve Unit, an applicant must have completed, or be in the process of completing, a CJTC approved basic academy or reserve academy (WAC 139-05-810).

325.2.2 APPOINTMENT

Applicants who are selected for appointment to the Police Reserve Unit shall, on the recommendation of the Chief of Police, be sworn in by the Chief of Police and take a loyalty oath to observe and obey all of the laws of the land and to carry out their duties to the best of their ability. The Newport Police Department shall immediately notify the CJTC of appointments on a CJTC personnel action report form (WAC 139-05-810).

325.2.3 COMPENSATION FOR POLICE RESERVE OFFICERS

Compensation for reserve officers is provided as follows: All reserve officer appointees are issued two sets of uniforms and all designated attire and safety equipment. All property issued to the reserve officer shall be returned to the Department upon termination or resignation.

Select reserve officers may be eligible for paid compensation for time worked if all the following criteria is met:

- a. The reserve officer has completed all phases of formal training and /or was a fully commissioned officer with Newport Police department that has separated from the department on good standing to reserve status.
- b. The Chief of Police has authorized the reserve officer to work without immediate supervision for a specific purpose and duration.
- c. Approval from the City of Newport administration.

325.2.4 EMPLOYEES WORKING AS RESERVE OFFICERS

Qualified employees of this department, when authorized, may also serve as reserve officers. However, the Department must not utilize the services of a reserve or volunteer in such a way that it would violate employment laws or labor agreements (e.g., a detention officer working as a reserve officer for reduced or no pay). Therefore, the Chief of Police should consult the City Clerk's Office prior to an employee serving in a reserve or volunteer capacity (29 CFR 553.30).

325.3 DUTIES OF RESERVE OFFICERS

Reserve officers assist regular officers in the enforcement of laws and in maintaining peace and order within the community. Assignments of reserve officers will usually be to augment the Patrol Division. Reserve officers may be assigned to other areas within the Department as needed. Reserve officers are required to work a minimum of 30 hours a quarter, unless otherwise approved by the Police Chief.

325.3.1 POLICY COMPLIANCE

Police reserve officers shall be required to adhere to all department policies and procedures. A copy of the policies and procedures will be made available to each reserve officer upon appointment, and he/she shall become thoroughly familiar with these policies. Whenever a rule, regulation, or guideline in this manual refers to a sworn regular full-time officer, it shall also apply to a sworn reserve officer unless by its nature it is inapplicable.

325.3.2 RESERVE OFFICERS ASSIGNMENTS

All reserve officers will be assigned to duties by the Chief of Police or his/ her designee.

325.3.3 RESERVE COORDINATOR

The Chief of Police may delegate the responsibility for administering the Reserve Officer Program.

The Reserve Coordinator shall have the responsibility of, but not be limited to:

- (a) Assignment of reserve personnel.
- (b) Conducting reserve meetings.
- (c) Establishing and maintaining a reserve call-out roster.
- (d) Maintaining and ensuring performance evaluations are completed.
- (e) Monitoring individual reserve officer performance.
- (f) Monitoring the overall Reserve Program.
- (g) Maintaining liaison with other agency Reserve Coordinators.

325.4 FIELD TRAINING

325.4.1 TRAINING OFFICERS

Officers of this department, who demonstrate a desire and ability to train reserve officers, may train the reserves during Phase II, subject to Supervisor approval.

325.4.2 PRIMARY TRAINING OFFICER

Upon completion of the Academy, reserve officers will be assigned to a primary training officer. The primary training officer will be selected from members of the Field Training Officer (FTO) Committee. The reserve officer will be assigned to work with his/her primary training officer during the first 160 hours of training. This time shall be known as the Primary Training Phase.

325.4.3 FIELD TRAINING MANUAL

Each new reserve officer will be issued a Field Training Manual at the beginning of his/her Primary Training Phase. This manual is an outline of the subject matter and/or skills necessary to properly function as an officer with the Newport Police Department. The reserve officer shall become knowledgeable of the subject matter as outlined. He/she shall also become proficient with those skills as set forth in the manual.

325.4.4 COMPLETION OF THE PRIMARY TRAINING PHASE

At the completion of the Primary Training Phase, (Phase I) the primary training officer will meet with the Reserve Coordinator. The purpose of this meeting is to discuss the progress of the reserve officer in training. If the reserve officer has progressed satisfactorily, he/she will then proceed to Phase II of the training. If he/she has not progressed satisfactorily, the Reserve Coordinator will determine the appropriate action to be taken.

325.4.5 SECONDARY TRAINING PHASE

The Secondary Training Phase (Phase II) shall consist of 100 hours of additional on-duty training. The reserve officer will no longer be required to ride with his/her primary training officer. The reserve officer may now ride with any officer designated by the Supervisor. During Phase II of training, as with Phase I, the reserve officer's performance will be closely monitored. In addition, rapid progress should continue towards the completion of the Officer's Field Training Manual. At the completion of Phase II of training, the reserve officer will return to his/her primary training officer for Phase III of the training.

325.4.6 THIRD TRAINING PHASE

Phase III of training shall consist of 24 hours of additional on-duty training. For this training phase, the reserve officer will return to his/her original primary training officer. During this phase, the training officer will evaluate the reserve officer for suitability to graduate from the formal training program.

At the completion of Phase III training, the primary training officer will meet with the Reserve Coordinator. Based upon the reserve officer's evaluations, plus input from the primary training officer, the Reserve Coordinator shall decide if the reserve officer has satisfactorily completed his/her formal training. If the reserve officer has progressed satisfactorily, he/she will then graduate from the formal

training process. If his/her progress is not satisfactory, the Reserve Coordinator will decide upon the appropriate action to be taken.

325.4.7 COMPLETION OF THE FORMAL TRAINING PROCESS

When a reserve officer has satisfactorily completed all three phases of formal training, he/she will have had a minimum of 284 hours of on-duty training. He/she will no longer be required to ride with a reserve training officer. The reserve officer may now be assigned to ride with any officer for the remaining 200-hour requirement for a total of 484 hours before being considered for relief of immediate supervision.

325.4.8 IN-SERVICE TRAINING

All reserve officers will successfully complete an annual in-service training program of no less than 24 hours, which shall begin on Jan. 1 of the calendar year following appointment (WAC 139-05-300).

325.5 SUPERVISION OF RESERVE OFFICERS

Reserve officers shall be under the immediate supervision of a regular sworn officer. The immediate supervision requirement shall continue for reserve officers unless special authorization is received from the Reserve Coordinator.

325.5.1 SPECIAL AUTHORIZATION REQUIREMENTS

Reserve officers may, with prior authorization of the Chief of Police, be relieved of the immediate supervision requirement or specific purposes and duration.

325.5.2 RESERVE OFFICER MEETINGS

All reserve officer meetings will be scheduled and conducted by the Reserve Coordinator. All reserve officers are required to attend scheduled meetings. Any absences must be satisfactorily explained to the Reserve Coordinator.

325.5.3 IDENTIFICATION OF RESERVE OFFICERS

All reserve officers will be issued a uniform badge and a department identification card. The uniform badge shall be the same as that worn by a regular full-time officer. The identification card will be the standard identification card with the exception that "Reserve" will be indicated on the card.

325.5.4 UNIFORM

Reserve officers shall conform to all uniform regulations and appearance standards of this department.

325.5.5 INVESTIGATIONS AND COMPLAINTS

If a reserve officer has a complaint made against him/her or becomes involved in an internal investigation, that complaint or internal investigation may be investigated by the Police Chief. Reserve officers are considered at-will employees with the exception that the right to hearing is limited to the opportunity to clear their name. Any disciplinary action that may have to be administered to a reserve officer shall be accomplished as outlined in the Policy Manual.

325.5.6 RESERVE OFFICER EVALUATIONS

While in training reserves will be continuously evaluated using standardized daily and weekly observation reports. The reserve will be considered a trainee until all the training phases have been completed. Reserves having completed their field training will be evaluated annually using performance dimensions applicable to the duties and authorities granted to that reserve.

325.6 FIREARMS REQUIREMENTS 325.6.1 CARRYING WEAPON ON DUTY

It is the policy of this department to allow reserves to carry firearms only while on duty or to and from duty.

325.6.2 CONCEALED PISTOL PROHIBITED

No reserve officer will be permitted to carry a concealed pistol while in an off-duty capacity, other than to and from work, except those reserve officers who possess a valid Concealed Pistol License. An instance may arise where a reserve officer is assigned to a plainclothes detail for his/ her assigned tour of duty. Under these circumstances, the reserve officer may be permitted to carry a pistol more suited to the assignment with the knowledge and approval of the supervisor in charge of the detail.

Any reserve officer who is permitted to carry a firearm other than the assigned duty weapon may do so only after verifying that the weapon conforms to department standards. The weapon must be registered by the reserve officer and be inspected and certified as fit for service by the department armorer.

Before being allowed to carry any optional firearm during an assigned tour of duty, the reserve officer shall have demonstrated his/her proficiency with said weapon.

When a reserve officer has satisfactorily completed all three phases of training (as outlined in FIELD TRAINING), he/she may be issued a permit to carry a concealed weapon. The decision to issue a concealed weapon permit will be made by the Chief of Police. In issuing a concealed weapon permit a reserve officer's qualification will be individually judged. A reserve officer's dedication to the program and demonstrated maturity, among other factors, will be considered before a concealed weapon permit is issued. Once issued, the concealed weapon permit will be valid only for as long as the reserve officer remains in good standing with the Newport Police Department Reserve Officer Program.

325.6.3 RESERVE OFFICER FIREARM TRAINING

All reserve officers are required to maintain proficiency with firearms used in the course of their assignments. Reserve officers shall comply with all areas of the firearms training section of the Policy Manual.

325.7 EMERGENCY CALL-OUT FOR RESERVE PERSONNEL

The Reserve Coordinator shall develop a plan outlining an emergency call-out procedure for reserve personnel.

325.8 TERMINATION OF RESERVE OFFICER

If a reserve officer is terminated for any reason, including resignation, the Newport Police Department shall notify the CJTC on a CJTC personnel action form within 15 days of the termination (WAC 139-05-810)



**PEND OREILLE COUNTY
PUBLIC WORKS DEPARTMENT**

P.O. BOX 5040
NEWPORT, WA 99156-5040
(509) 447-4513 Fax: (509) 447-5890

DATE: 03/08/2023

TO: City of Newport

**** INVOICE ****

Purchase of 1990 WHSM Chip Spreader
VIN# 44451171
Per Resolution No. 2023-20

Total: \$6,700.00

Please make check payable to:

Pend Oreille County ER&R Department
P.O. Box 5040
Newport, WA 99156-5040

Thank you,

Teresa Deal
Pend Oreille County Fleet Accountant/Risk Manager

**PEND OREILLE COUNTY
NEWPORT, WASHINGTON**

RESOLUTION NO. 2023- 20

**ESTABLISH FAIR MARKET VALUE AND AUTHORIZE DIRECT SALE OF 1990 WHSM
CHIP SPREADER TO THE CITY OF NEWPORT**

WHEREAS, the Board may use its discretion to determine the proper disposition of current unneeded assets of the County, either by reassignment or disposal, and

WHEREAS, (ST41), a 1990 WHSM Chip Spreader, Vin # 44451171, was declared surplus by the Board, and directed disposal by an online auction or other means on February 28, 2023 with Resolution 2023-16, and

WHEREAS, The City of Newport has expressed the desire to purchase the 1990 WHSM Chip Spreader, and

WHEREAS, the Fleet Manager has determined a fair market value of the 1990 WHSM chip spreader is \$6,700.00, not including sales tax.

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Pend Oreille Board of County Commissioners, to rescind the means of disposal directed in Resolution 2023-16 and direct the Fleet Manager to dispose of the 1990 WHSM Chip Spread Vin# 44451171 by direct sale to The City of Newport.

BE IT FURTHER RESOLVED, by the Pend Oreille Board of County Commissioners, that the sale of the 1990 WHSM Chip Spreader, Vin# 44451171 between Pend Oreille County and The City of Newport for \$6,700.00 is approved, and sold as is.

[executed page with signatures is attached]

ADOPTED this 7 day of March, 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

NP2023-07



SUBRECIPIENT AGREEMENT BETWEEN PEND OREILLE COUNTY AND CITY OF NEWPORT, WASHINGTON

Title:	AMERICAN RESCUE PLAN ACT ("ARPA") SUBRECIPIENT AGREEMENT	Contract Number:	C-2023- 06
Start Date:	June 1, 2022	End Date:	June 30, 2023
		Fiscal Year:	2023

The County reserves the right to extend this Agreement for additional periods. The decision to extend is subject to the availability of funding, the continued priority of need for a specific service, and satisfactory performance by the Subrecipient during the period specified in this Agreement. Notification of intent to extend Agreement for additional periods with the Subrecipient will occur prior to the expiration of this Agreement.

CFDA(s):	21.027
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TOTAL AGREEMENT FUNDING NOT TO EXCEED: \$ 46,060.00.

Subrecipient Name:	City of Newport, Washington		
Mailing Address:	200 S. Washington, Newport, Washington 99156		
Contact Name:	Abby Gribi	Title:	City Administrator
Phone:	509-447-5611	Email:	Abby Gribi
Fiscal Contact:	Nickole North	Email:	agribi@newport-wa.org
Agency UBI:	264000644	Agency SAM:	WYD1RK3P8WM1

Pend Oreille County

Contact:	Pend Oreille County Commissioners	Phone or Email:	509-447-4119
Program Contact:	Attn: Clerk of the Board P.O. Box 5025, Newport WA 99156	Phone or Email:	509-447-4119
Fiscal Contact:	Jill Shacklett, Financial Manager	Phone or Email:	509-447-3185

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, and agreements contained herein, County and Subrecipient, referred to individually as a "Party" and collectively as the "Parties," mutually agree that Subrecipient shall provide the services and comply with the requirements set forth herein and the attachments, incorporated by reference into this Agreement:

EXHIBITS	
A: Statement of Work	D: General Terms and Conditions
B: Budget and Financial Requirements	E: Federal Terms and Conditions
C: Recordkeeping, Reporting and Audit Requirements	

This Agreement, including all Exhibits and other documents incorporated by reference, contains all the terms and conditions agreed upon by the Parties. No other understandings and representations, verbal or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the Parties. The Parties signing below warrant that they have read and understand this Agreement and have authority to enter this Agreement.

Subrecipient Signature	Date	Printed Name and Title	Date
	03/13/23	Robert Rosencrantz, Vice-Chair Board of County Commissioners	03/13/23
	3/13/23	Dolly N. Hunt, Prosecuting Attorney	3/14/23

EXHIBIT A – STATEMENT OF WORK

Subrecipient has been granted a Subaward by County, reflected by the **Total Agreement Amount** set forth herein on page one (1) of this Agreement, of federal funds from the Coronavirus State and Local Fiscal Recovery Fund established under the American Rescue Plan Act of 2021 (“ARPA Act”). Subrecipient shall use this ARPA Act Subaward to implement the Agreement requirements set forth below.

1. BACKGROUND AND PURPOSE

- 1.1. The County and Subrecipient desire to enter into this Agreement so that the County may provide ARPA Funds for appropriate and qualifying expenditures of grant funds advanced to the Subrecipient by the County for provisions of necessary investments in water, sewer or broadband infrastructures to be made by the Subrecipient.
- 1.2. Subrecipient shall use the funds for the cost of rehabbing drinking water wells.

2. SUBRECIPIENT RESPONSIBILITIES

- 2.1. The Subrecipient shall ensure that ARPA Funds satisfy the grant eligibility criteria as outlined in the Coronavirus State and Local Fiscal Recovery Fund established under the American Rescue Plan Act of 2021.
- 2.2. Non-allowable uses of ARPA Funds include, without limitation, are the following: a) usage of funds to either directly or indirectly offset a reduction in net tax revenue resulting from a change in law, regulation or administrative interpretation during the covered period that reduces any tax or delays the imposition of any tax or tax increase; b) damages covered by insurance; c) usage of funds as a deposit into any pension fund; d) expenses that have been or will be reimbursed under any federal program; e) debt services costs; f) contributions to a “rainy day” fund; and g) legal settlements.

3. REPORTING/DELIVERABLES

- 3.1. The Subrecipient shall report Performance indicators including both output and outcome measures of programs supported with ARPA funding. At a minimum should include the following, but Subrecipients are encouraged to provide any additional datapoints that support efforts to promote equitable outcomes.
 - 3.1.1. Total Number of individuals served.
 - 3.1.2. Demographic information (age, gender, race/ethnicity, location, income etc.)
 - 3.1.3. Outcomes over time of how the program positively impacted the target audience, (e.g., total percent reduction in food insecurity, graduation/school performance of students participating in programs, barriers removed over time).
- 3.2. In addition, when requested, the Subrecipient shall complete the ARPA Funding Project report provided by the County as part of the required reporting to the US Treasury on all ARPA awards.
- 3.3. All reporting shall be done no less than quarterly. The County reserves the right to change the reporting frequency as needed and request additional performance measures, output measures, or other information regarding service delivery data for the funding awarded to the Subrecipient for the purpose of ARPA reporting.

4. COUNTY RESPONSIBILITIES

- 4.1. To accomplish the intent of this Agreement, as appropriate under the circumstances, County shall:
 - 4.1.1. Provide administrative and financial oversight, direction, training, and technical assistance in accordance with established laws and regulations.
 - 4.1.2. Monitor Subrecipient activities to ensure that the Subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the Subaward; and that Subaward Performance Measures are achieved. Subrecipient monitoring by County will conform with 2 CFR 200.332 and include, but not be limited to:
 - 4.1.2.1. Reviewing financial and performance reports.
 - 4.1.2.2. Ensuring Subrecipient takes timely and appropriate action on any and all deficiencies pertaining to this Agreement that are detected by County through audits and on-site reviews.
 - 4.1.2.3. Issuing management decisions for applicable audit findings.
 - 4.1.2.4. Resolving audit findings.
 - 4.1.3. Verify that Subrecipient is audited as required by Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200), as applicable.
 - 4.1.4. Take enforcement action against Subrecipient for noncompliance.
- 4.2. Subrecipient shall perform the activities outlined in the preceding section (5.1.1 thru 5.1.4) with respect to its subrecipients, contractors, consultants, and agents who are paid from funds provided under this Agreement or act in furtherance of this Agreement.

EXHIBIT B – BUDGET & FINANCIAL REQUIREMENTS

1. COMPENSATION

- 1.1. Funding is based on the services as set forth in the Statement of Work in this Agreement. The Subrecipient shall use all funds provided pursuant to this Agreement to support only the services as described within this Agreement and may not supplant other programs or fund sources.
- 1.2. Funding is contingent upon the receipt of funds by the County from state government, federal government, or other sources. If funding is withdrawn, reduced, suspended, or reallocated, after the effective date of this Agreement and prior to normal completion, the County will notify the Subrecipient per Section 1.2.1. In such instances, the County may terminate the Agreement, withdraw funding, or renegotiate the Agreement subject to those new funding limitations and conditions. If the source of funding for this Agreement is eliminated on a temporary or permanent basis, the County will not be responsible for reimbursing the Subrecipient for any work performed after the receipt of the notification.
 - 1.2.1. Should a change in funding source occur or become necessary, in lieu of a formal amendment, the County shall notify the Subrecipient immediately, by issuing written notice to the Subrecipient, unless the Agreement is formally terminated in which the County will follow the termination process per the General Terms and Conditions in Exhibit D to this Agreement (GTC). The Subrecipient shall keep a copy of any notices on file with the Agreement as the record of change.
- 1.3. Funds shall not be obligated for:
 - 1.3.1. Costs incurred prior to start date of this Agreement:
 - 1.3.1.1. Any action subsequent to an order from the County for suspension or termination of the project except as may be reasonably necessary for the protection of life and property; which could otherwise be avoided; or which is otherwise eligible of the action precipitating the order for suspension or termination is found to be acceptable to the County; or
 - 1.3.1.2. Reimbursement requests that include ineligible or inappropriate costs pursuant to state or federal laws and regulations, or as defined in the GTC or Statement of Work.
 - 1.3.2. The Subrecipient shall refund to the County any payment or partial payment expended by the Subrecipient, subcontractors, or consultants which is subsequently found to be ineligible, inappropriate, or illegal.
- 1.4. The Subrecipient shall provide services in the most effective, efficient, and economical manner possible.
- 1.5. The maximum consideration for this Agreement is not to exceed **\$46,060.00**. Subrecipient shall monitor its monthly expenses and ensure those monthly expenses do not exceed the maximum consideration for this Agreement.

2. FEDERAL REQUIREMENTS

- 2.1. Subrecipient understands this Agreement is for an ARPA Act Subaward from County under CFDA No. 21.027 and, as such:

- 2.1.1. Subaward funds may only be expended for eligible uses under and in full compliance with Section 603(b) of the Social Security Act (the Act), as amended by Section 9901 of the ARPA Act and in accordance with US Treasury Coronavirus State and Local Fiscal Recovery Fund rules and the Compliance and Reporting Guidelines for State and Local Fiscal Recovery Funds as may be amended and supplemented.
- 2.1.2. Subaward funds may only be used for costs applicable to this Agreement which are included in the approved budget. Subaward funds may not be used for general administration or operation of the Subrecipient and may not replace non-federal funds in any jointly funded project.
- 2.1.3. Subrecipient may provide an approved federally recognized indirect cost rate negotiated between the Subrecipient and the Federal Government. If no such rate exists, a *de minimis* indirect cost rate (10%) as defined in 2 CFR 200.414 Indirect (F&A) costs, paragraph (f), may be used.
- 2.2. In addition to other audit requirements set forth in this Agreement, Subrecipients who are not required to obtain a single or program-specific audit that meets the requirements of 2 CFR 200.500-507 or do not have audited financial statements prepared, are required at a minimum to have a reviewed financial statement prepared annually by an independent Certified Public Accountant (CPA). Audits and/or reviewed financial statements must be submitted to the County within thirty (30) calendar days of issuance. The review must be conducted in accordance with the Statements and Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants for non-profits or the Government Auditing Standards issued by the Comptroller General of the United States for government entities.

3. REIMBURSEMENT PROCEDURE

- 3.1. Reimbursement requests shall only be for costs actually incurred per the approved budget and supported by documentation. The Subrecipient is prohibited from submitting requests for payment in excess of actual requirements for carrying out the Statement of Work.
- 3.2. Reimbursements shall be fully documented by an appropriate invoice form(s).
 - 3.2.1. The Subrecipient shall submit the invoice within two hundred forty (240) working days following the month in which the Subrecipient has incurred expenditures for services and costs as outlined in this Agreement. The County shall issue payment no later than thirty (30) working days after the receipt of complete and accurate billing information as determined by the County.
 - 3.2.2. Invoices shall be accompanied by documentation to support the amount of the request for reimbursement. The County shall not release payment until the Subrecipient provides all required documentation identified in this Agreement, including those identified as "reporting requirements." Submission of incomplete or inaccurate information on an invoice may delay the reimbursement process. Any delay in the reimbursement process resulting from incomplete or inaccurate information on an invoice will not be considered a breach of the Agreement.
 - 3.2.3. Invoices must be signed with an original or electronic signature and received prior to payment.
 - 3.2.4. Invoices shall be submitted to the following email address: jshacklett@pendoreille.org
 - 3.2.5. The County reserves the right to amend, delete, or add to the invoice form as it deems

necessary. Any revisions or changes to the invoice will be provided to the Subrecipient in a timely manner.

- 3.3. Due to County fiscal year end and Agreement closeout requirements, the Subrecipient shall:
 - 3.3.1. Submit the final invoice for the calendar year (CY) in the month of January. The actual date will be determined and communicated to the Subrecipient by the County.
 - 3.3.2. When the term of the Agreement ends in any month other than December, the Subrecipient shall submit the final billing for the Agreement, based on the date determined by the County.
 - 3.3.2.1. The County will provide timely written notification, via a formal letter or an e-mail, of the submission requirements for these time frames.
 - 3.3.3. Failure to follow the year end and/or final invoice instructions, may result in a delayed payment or nonpayment for the given month.

EXHIBIT C – RECORDKEEPING, REPORTING & AUDIT REQUIREMENTS

1. RECORDKEEPING & REPORTING

- 1.1. Subrecipient shall maintain all records required by applicable federal, state, and local regulations and to demonstrate compliance with this Agreement. The public shall be granted reasonable access to all “public records” associated with this Agreement for up to six (6) years following the termination or expiration of this Agreement in accordance with, and subject to any limitations or exemptions under the Public Records Act, RCW 42.56, or any other applicable state or federal law. This Agreement is subject to review by any Federal or State auditor. County or its designees shall have the right to review and monitor the financial and service components of this Agreement by whatever means are deemed expedient by the County. Such review/right to access may occur with or without notice, and may include, but is not limited to, on-site inspection and inspection of all records or other materials which the County deems pertinent to this Agreement and its performance. Subrecipient shall preserve and maintain all financial records and records relating to performance of this Agreement for six (6) years after termination or expiration, and shall make them available for such review, within Pend Oreille County, State of Washington, upon reasonable request.
- 1.2. Subrecipient shall maintain written policy and procedural manuals for all services, information systems, personnel, and accounting/finance in sufficient detail such that operations can continue should staff changes or absences occur.
- 1.3. Subrecipient shall establish and maintain in conformance with applicable accounting laws, regulations, and standards an accounting system that, at a minimum:
 - 1.3.1. Adequately and separately identifies all funding sources and all application of funds associated with providing the required services including, but not limited to, local, state, and federal grants, fees, donations, federal funds, and all other funds, public or private.
 - 1.3.2. Provides a means to gather fiscal data necessary to determine; a) the cost of a unit of service; b) the bid price; and c) if funds were generated in excess of allowable costs.
 - 1.3.3. Accurately identifies all costs incurred by Subrecipient, even when no revenue is received from services.
- 1.4. Subrecipient shall maintain all records containing information pertaining to projects, contracts, grants, or sub-grant awards, and all authorizations, obligations, non-obligated balances, assets, outlays, liabilities, expenditures, and revenue.
- 1.5. Subrecipient shall maintain all books, records, documents, reports, and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in performance of this Agreement. Subrecipients shall maintain their fiscal books, records, documents, and other data in a manner consistent with relevant generally accepted accounting principles.
- 1.6. Upon reasonable request by County, Subrecipient shall provide to County any and all information, data, and other reporting, to the fullest extent permitted by law, that is required by the County to comply with federal, state, and local laws and to meet the County’s reporting obligations.

2. AUDITS

- 2.1. Subrecipient shall submit to the County's fiscal representative an independent audit engagement letter and satisfy the other conditions set forth below, as applicable:
 - 2.1.1. Subrecipients that are required to have a Single Audit under 2 CFR 200 Subpart F must submit a copy of the independent audit engagement letter to the County upon execution of this Agreement.
 - 2.1.2. When state funds are also to be paid under this Agreement, a Schedule of State Financial Assistance must also be included.
 - 2.1.3. Subrecipient shall inform the County's fiscal representative in advance of the date and time of the independent auditor's exit interview with Subrecipient so that a County representative can be present if the County so desires.
 - 2.1.4. Subrecipient shall submit the independent Certified Public Accountant (CPA) auditor's financial statement report, Single Audit reports and the management letter (collectively referred to as "reports") to the County within thirty (30) calendar days following the issuance of such reports. Further, Subrecipient shall:
 - 2.1.4.1. Provide comments on any findings and recommendations in the reports, including a plan for corrective action for any findings.
 - 2.1.4.2. Make available working papers of the reports to County.
 - 2.1.5. Subrecipient shall include all relevant audit requirements in any subcontracts.
- 2.2. When Subrecipient is a state or local government entity, the Office of the State Auditor will conduct the audit.
- 2.3. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Subrecipient in accordance with 2 CFR 200.509.
- 2.4. In the event Subrecipient's independent auditor does not provide the assurances necessary to satisfy relevant legal audit requirements, County retains the right to request a full audit and Subrecipient will be responsible for any and all costs incurred in order to provide the required audit and assurances.
- 2.5. If Subrecipient receives an annual audit due to requirements other than stated in this Agreement, Subrecipient shall submit all reports from these audits to the County's fiscal representative in accordance with section 2.1.4 above.
- 2.6. For Subrecipients who are not required to obtain a Single Audit, County, at its discretion, may require the Subrecipient to obtain an independent review or an independent audit, at the Subrecipient's expense, conducted by an independent CPA. A Single Audit requirement may also apply.

EXHIBIT D – GENERAL TERMS & CONDITIONS

1. **Future Non-Allocation of Funds.** Notwithstanding any other terms of this Agreement, if sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the County will not be obligated to make payment for services of amounts after the end of the fiscal period through which funds have been appropriated and allocated, unless authorized by County ordinance. No penalty or expense shall accrue to the County in the event this provision applies.
2. **Amendments.** All amendments to this Agreement shall be in writing and approved by County.
3. **Insurance and Bond.** The insurance coverages specified in this section (3) are required unless modified by separate addendum to this Agreement. Insurance requirements, if any, contained in the separate addendum shall take precedence over this section (3).
 - 3.1. Throughout the life of this Agreement and any Amendments, Subrecipient and its consultants and subcontractors, shall at Subrecipient's and its consultants' and subcontractors' own expense maintain with an insurance carrier authorized or eligible in the State of Washington, at a minimum, the insurance set forth below.
 - 3.1.1. Commercial Automobile Liability: Bodily Injury Liability and Property Damage Liability Insurance \$1,000,000.00 each occurrence OR combined single limit coverage of \$2,000,000.00, with no greater than a \$1,000.00 deductible.
 - 3.1.2. Commercial General Liability: Bodily Injury Liability and Property Damage Liability Insurance \$1,000,000.00 each occurrence OR combined single limit coverage of \$2,000,000.00, with no greater than a \$1,000.00 deductible.
 - 3.1.3. Professional Liability Insurance – is or is not applicable to this Agreement:
 - 3.1.3.1. Errors and Omissions Insurance providing \$1,000,000.00 limit coverage, with no greater than a \$1,000.00 deductible for all liability which may be incurred during the life of this Agreement.
 - 3.2. Subrecipient shall have County named as an additional insured on all required insurance policies and such insurance carried by Subrecipient shall be primary over any insurance carried by County.
 - 3.3. Subrecipient shall provide a certificate of insurance and endorsements to be approved by County's Risk Manager prior to execution of this Agreement. Subrecipient shall not commence work under this Agreement until all required evidence of insurance and related documentation has been obtained and approved by County's Risk Manager.
 - 3.3.1. Subrecipient shall ensure all certificates of insurance (COI) and endorsements are submitted to the County upon annual renewal. Failure to have valid insurance on file with the County may result in a corrective action or termination of the Agreement.
 - 3.4. Subrecipient may comply with these insurance requirements through a program of self-insurance that meets or exceeds the limits set forth above in section 3.1. Subrecipient must provide County with adequate documentation of self-insurance to be approved by County's Risk Manager prior to execution of this Agreement. Subrecipient shall not commence work under this Agreement until all required proof of adequate self-insurance and related documentation has been obtained and approved by County's Risk Manager.

- 3.5. In the event of non-renewal, cancellation, or material change in self-insurance or coverage under this Agreement, Subrecipient shall provide County with forty-five (45) days advance notice of such event.
- 3.6. County has no obligation to pay Subrecipient's insurance premiums.
- 3.7. If at any time County has reasonable grounds to believe insurance coverage and/or bond amounts for this Agreement are inadequate, County may request, in writing, that Subrecipient increase insurance coverage or bond amount and Subrecipient shall comply within fifteen (15) days of receipt of said written request from County.
- 3.8. County shall have no obligation to report occurrences unless a claim has been properly filed pursuant to relevant provisions in the Revised Code of Washington (RCW).

4. Defend, Hold Harmless and Indemnity.

- 4.1. Subrecipient, and its officers, agents, employees, subcontractors, and/or consultants, agree to defend, indemnify and save harmless County and its appointed and elective officers and employees, from and against all loss or expense including, but not limited to, judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, and its elected or appointed officials or employees, for damages because of personal or bodily injury, including death, at any time resulting therefrom, sustained by any person or persons, or on account of damage to property, including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Subrecipient, its officers, agents, employees, subcontractors, and/or consultants, successor or assigns, or the County, or its appointed or elected officers, employees or agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, or its appointed or elected officials or employees.
 - 4.1.1. The preceding section (4.1) is valid and enforceable only to the extent of Subrecipient's negligence where the damages arise out of services or work in connection with or collateral to, a contract or agreement relative to construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, highway, road, railroad, excavation, or other structure, project, development, or improvement attached to real estate, including moving and demolition in connection therewith, a contract or agreement for architectural, landscape architectural, engineering, or land surveying services, or a motor carrier transportation contract and where the damages are caused by or result from the concurrent negligence of (i) the County or its agents or employees, and (ii) the Subrecipient or the Subrecipient's agents or employees.
- 4.2. With respect to performance of this Agreement and as to claims against the County, its officers, agents and employees, Subrecipient expressly waives its immunity under RCW 51, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of Subrecipient. This waiver is mutually negotiated by the parties to this Agreement.
- 4.3. In addition to any other remedy authorized by law, County may retain so much of the money otherwise due Subrecipient as deemed necessary by the County to ensure indemnification until disposition has been made of such suits or claims subject to the provisions of this section.

- 4.4. No liability shall attach to the County by reason of entering into this Agreement, except as expressly provided herein.
- 4.5. Capital Projects
 - 4.5.1. Subrecipient shall bear sole responsibility for damage to completed portions of the project and to property located off the project caused by erosion, siltation, run-off, or other related items arising during construction of the project.
 - 4.5.2. Subrecipient shall also bear sole responsibility for any pollution of rivers, streams, ground water, or other waters which may occur as a result of construction operations.
 - 4.5.3. Subrecipient shall exercise all necessary precautions throughout the life of the project to prevent pollution, erosion, siltation, and damage to property.

5. Non-Discrimination.

- 5.1. During the performance of this Agreement, Subrecipient shall comply with federal, state, and local laws including, but not limited to:
 - 5.1.1. Section 703, Titles VI and VII of the Civil Rights Act of 1964 [42 U.S.C. 2000d et seq.], the Civil Rights Act of 1991 [42 U.S.C. 1981],
 - 5.1.2. The Americans with Disabilities Act of 1990 (ADA) [42 U.S.C. 12101 et seq.],
 - 5.1.3. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 [42 U.S.C. 3601 et seq.]
 - 5.1.4. Sections 503 and 504 of the Rehabilitation Act of 1973 [29 U.S.C. 793 and 794], the Age Discrimination in Employment Act of 1967 [29 U.S.C. 621],
 - 5.1.5. The Age Discrimination Act of 1975 [42 U.S.C. 6102],
 - 5.1.6. The Vietnam Era Veterans Readjustment Assistance Act of 1974 [38 U.S.C. 2011],
 - 5.1.7. Any relevant Executive Order (E.O.) issued by the President of the United States,
 - 5.1.8. The Washington State Law Against Discrimination [Chapter 49.60 RCW], and
 - 5.1.9. Any related provisions of the Code of Federal Regulations (CFR), Washington Administrative Code (WAC) and Revised Code of Washington (RCW), or any subsequent amendments to these provisions.
 - 5.1.10. As required by Title II/III of the ADA regarding places of public accommodation, Subrecipient will ensure equal opportunity for individuals with disabilities to receive services. Subrecipient will make reasonable modifications to policies, practices, and procedures that deny equal access to individuals with disabilities.

6. Payment of Taxes. Subrecipient shall pay all federal, state, and local taxes incurred by Subrecipient. Subrecipient shall require payment of all federal, state, and local taxes incurred by any of its subrecipients, contractors, consultants, and agents who are paid from funds provided under this Agreement or act in furtherance of this Agreement. Satisfactory performance of this section (6) is a condition precedent to payment by the County under this Agreement.

7. Independent Contractor Relationship. Subrecipient and County are and shall at all times be deemed independent contractors. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between Subrecipient and County and the County or any of the

Subrecipient's employees or agents. Subrecipient and County shall each retain all authority for services rendered, standards of performance, control of personnel, and other matters incident to the performance of services by Subrecipient and County, respectively, pursuant to this Agreement.

- 8. Assignability.** No portion of this Agreement may be assigned to any other individual, firm, or entity without the prior express written approval of County.
- 9. No Third-Party Beneficiary.** County does not intend by this Agreement to assume any contractual obligations to anyone other than Subrecipient, and Subrecipient does not intend by this Agreement to assume any contractual obligations to anyone other than County. County and Subrecipient do not intend that there be any third-party beneficiary to this Agreement.
- 10. Severability.** In the event any term or condition of this Agreement, or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.
- 11. Debarment.** Subrecipient shall assure that its officers, agents, subcontractors, and consultants shall not fund, Agreement with, or engage the services of any consultant, subcontractor, supplier, or other party who is debarred, suspended, or otherwise ineligible to receive funds. Subrecipient certifies that Subrecipient is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in the Agreement by any federal department or agency. If requested by County, Subrecipient shall complete a certification to the terms of this section (11).
- 12. Dispute Resolution.** Differences between Subrecipient and County arising under this Agreement shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled, or other appropriate action may be promptly taken. Subrecipient and County shall meet and confer in good faith for the purpose of reaching a mutually satisfactory resolution of the dispute within fifteen (15) days of the date delivered or mailed postage paid to the County address identified on page one (1) of this Agreement, of said request.
- 13. Suspension & Termination.**
 - 13.1. County may, upon written notice to Subrecipient, immediately suspend or terminate this Agreement in whole or in part or withhold any payment to Subrecipient in whole or in part, whenever County, in its sole discretion, determines that such suspension or termination is in the County's interests. This includes, without limitation, the occurrence of any one or more of the following:
 - 13.1.1. Expected or actual funding from the state, federal government, or other source(s) is withdrawn, reduced, or limited in any manner after the effective date of this Agreement and prior to its normal completion.
 - 13.1.2. Performance of this Agreement is rendered unfeasible or impossible for any reason.
 - 13.1.3. Subrecipient fails to comply with any of the terms or conditions of this Agreement or when Subrecipient fails to substantiate Subrecipient's compliance with this Agreement when requested to do so by County.
 - 13.1.4. Subrecipient uses Agreement funds improperly or illegally.
 - 13.1.5. Subrecipient provides materials, information, reports or documentation which are incomplete, incorrect, or false, either knowingly or negligently.

- 13.1.6. Subrecipient fails to provide services, information, reports, or documentation required by this Agreement in a timely and reasonable manner.
- 13.1.7. Subrecipient fails to resolve in a timely fashion audit finding(s) associated with this Agreement which could materially impact performance of this Agreement.
- 13.1.8. Subrecipient is unable to carry out the terms and conditions of this Agreement in compliance with applicable federal, state, or local law; or
- 13.1.9. Any illegal act by Subrecipient.
- 13.2. Whenever the Agreement is terminated in accordance with the above (section 13.1), Subrecipient shall be entitled to reimbursement for appropriate, approved, and eligible costs actually incurred by Subrecipient and supported by appropriate documentation prior to termination. Termination of this Agreement by County at any time during its term, whether for default or convenience, shall not constitute a breach by County.
- 13.3. County's forgiveness of Subrecipient's nonperformance of any provision of this Agreement in one (1) instance does not constitute a waiver of any provision of this Agreement, nor of future nonperformance of the same provision.
- 13.4. If Subrecipient receives a notice of termination from County, Subrecipient shall:
 - 13.4.1. Cease performance under this Agreement to the extent specified in the notice of termination.
 - 13.4.2. Place no further orders or agreements for goods, services, or facilities to complete the performance now terminated.
 - 13.4.3. Assign to County all of Subrecipient's rights, title, and interest under the orders and agreements placed by Subrecipient to complete the performance now terminated.
 - 13.4.4. Deliver or convey title to:
 - 13.4.4.1. Any property produced by the work terminated.
 - 13.4.4.2. Any usable personal property in which County has a secured interest.
 - 13.4.4.3. Any usable property carried on the County's inventory.
 - 13.4.4.4. Any real property in which County, or any entity names by County, has a secured interest.
 - 13.4.5. Send a final request for reimbursement, supported by appropriate documentation, for the performance now terminated to County within thirty (30) calendar days of the date of termination.
- 13.5. Upon termination, County will:
 - 13.5.1. Arrange to take delivery of property or the right, title, or interest of real property conveyed by Subrecipient in conjunction with this Agreement; and
 - 13.5.2. Make final payment upon receipt of final billings for all authorized services, if Subrecipient has provided documentation that County's interests are fully protected.

13.6. The rights and remedies in this section (13) are in addition to any other rights and remedies provided by law or under this Agreement.

14. Close-Out. Subrecipient shall submit to County no later than 60 calendar days after the end of the period of performance of this Agreement all financial, performance, and other reports as required by this Agreement.

15. Subrecipient Assets.

15.1. Title to all property furnished by Subrecipient in performance of this Agreement shall remain with the Subrecipient; and title to all property furnished by the County in performance of this Agreement shall remain with County.

15.2. Subrecipient shall obtain prior written approval by County when purchasing nonexpendable personal property if the cost of the personal property is to be reimbursed as a direct item of cost under this Agreement. This approval may be accomplished by inclusion in the Agreement Budget.

15.3. Title of all non-expendable personal property purchased by Subrecipient, the cost of which Subrecipient is reimbursed as a direct item of cost under this Agreement, shall pass to and vest in the County upon acceptance of such property by the Subrecipient.

15.4. Non-expendable personal property purchased by Subrecipient under the terms of this Agreement, in which title is vested in the County, shall not be rented, loaned, or otherwise passed to any person, partnership, corporation, association, or organization without the prior express written approval of the County.

15.5. Any non-expendable personal property furnished to, or purchased by, Subrecipient, title to which is vested in the County shall, unless otherwise provided herein or approved by the County, be used only for the performance of this Agreement.

15.6. As a precedent to reimbursement for the purchase of non-expendable personal property, title to which shall be vested in the County, Subrecipient agrees to provide all necessary information and documents in order for the County to execute such security agreements and other documents as shall be necessary for the County to protect its interest in such property in accordance with the Uniform Commercial Code as codified in Title 62A RCW.

15.7. Subrecipient will furnish to County by the fifteenth (15th) day of October each year while this Agreement is in effect, unless otherwise stated, an inventory of any and all property purchased with funds provided by the County for use under the terms of this Agreement. The inventory list shall include all nonexpendable personal property, including small and attractive items, purchased with funds provided by the County under the terms of this Agreement. For the purposes of this clause, conducting and providing an inventory consists of sighting, tagging or marking, describing, recording, and reporting the property involved.

15.8. The Subrecipient shall be responsible for any loss or damage to property of the County, including all expenses resulting from such loss or damage, which results from negligence, willful misconduct, or lack of good faith on the part of the Subrecipient, or which results from the failure on the part of the Subrecipient to maintain and administer the property in accordance with sound management practices. Furthermore, the Subrecipient shall ensure that all County property in its possession, when returned to the County, shall be in a like condition to that in which it was when furnished to the Subrecipient or the condition in which the property was when acquired by the Subrecipient through purchase, except that in all cases, reasonable wear and tear shall be allowed.

- 15.9. Within three (3) calendar days of discovery of loss or destruction of or damage to County property, Subrecipient shall notify the County in writing and include appropriate documentation (i.e., police, fire, or accident reports). Subrecipient shall take all reasonable steps to protect that property from further damage.
- 15.10. Within five (5) working days after termination, or completion of this Agreement, unless otherwise mutually agreed in writing between Subrecipient and County, Subrecipient shall surrender to County all property of the County.
- 15.11. County may, at its discretion, abandon in place any property in which title is vested in the County under the terms of this Agreement insofar as permitted by law, rule, or regulation.
- 15.12. Non-expendable personal property acquired by the Subrecipient, the cost of which is reimbursed by the County or the Subrecipient with funds provided through this Agreement, shall be subject to the same constraints, procedures, treatment, handling, disposition, and other matters as specified above. The Subrecipient shall take all steps necessary to ensure that the interest of the County in such property shall be protected and safeguarded.
- 15.13. Subrecipient will maintain property record cards and property identification tabs as may be directed by the County. This applies only to property purchased with federal, state, and/or County funds specifically designated for such purchase.
- 16. Licensing and Accreditation Standards.** Subrecipient agrees to comply with all applicable federal, state, and local licensing requirements, all applicable accrediting or certification standards, and any other standards or criteria established by County to ensure quality of services, and to supply proof of said compliance upon demand.
- 17. Data Security.** Subrecipient agrees to abide by and maintain adequate data security measures consistent with applicable laws and regulations and industry standards and best practices.
- 18. Confidentiality.** Subrecipient, its employees, subcontractors, consultants, and their employees shall maintain the confidentiality of all confidential information provided by County in performance of this Agreement.
- 19. Improper Influence.** Subrecipient and County warrant that each did not and will not employ, retain, or Agreement with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining, or extending this Agreement. Each agrees, warrants, and represents that no gratuity whatsoever has been or will be offered or conferred with a view towards obtaining, maintaining, or extending this Agreement.
- 20. Conflict of Interest and Code of Conduct.** County may, in its sole discretion, by written notice to Subrecipient, terminate this Agreement if it is found, after due notice and examination by County or its agent that there is a violation of chapter 42.23 RCW, or any similar statute involving the Subrecipient in the procurement of, or performance of this Agreement. In the event this Agreement is terminated as provided above, County shall be entitled to pursue the same remedies against Subrecipient as it could pursue in the event of a breach of this Agreement by Subrecipient. The rights and remedies of County provided for in this section (20) shall not be exclusive and are in addition to any other rights and remedies provided by this Agreement or law. The existence of facts upon which County makes a determination under this section (20) shall be an issue and may reviewed as provided in the Dispute Resolution section (12) above.

- 21. Applicable Law and Venue.** This Agreement shall be governed, construed, and interpreted according to the laws of the State of Washington. In the event either Subrecipient or County deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, Subrecipient and County agree that any such action or proceedings shall be brought in Pend Oreille County Superior Court. Subrecipient and County shall be responsible for their own attorney's fees and costs.
- 22. Survivability.** The terms and conditions contained in the Agreement that by their sense and context are intended to survive the expiration of this Agreement shall so survive.
- 23. Waiver.** Waiver of any breach or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Agreement shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by Subrecipient and County.
- 24. Entire Agreement.** This written Agreement represents the entire Agreement between the Subrecipient and County and supersedes any prior oral statements, discussions, or understandings between Subrecipient and County.

EXHIBIT E – FEDERAL TERMS & CONDITIONS

1. Without limitation as otherwise set forth in this Agreement, Subrecipient shall comply with all relevant Catalog of Federal Domestic Assistance (CFDA) Listing Requirements, as amended and supplemented. Specifically, but not by way of limitation, CFDA 21.027 has the following policy requirements:
 - 1.1. 31 CFR Part 35, as amended by the Interim final rule published May 17, 2021, at 26786 FR Vol. 86, No. 93; or otherwise subsequently amended by Final Rule.
 - 1.2. 2 CFR Part 200, including Subparts B through F
 - 1.2.1. Additional Information: The following 2 CFR Policy requirements also apply to this assistance listing: 2 CFR Part 25, Universal Identifier and System for Award Management; 2 CFR Part 170, Reporting Subaward and Executive Compensation Information; and 2 CFR Part 180, OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement). The following 2 CFR Policy requirements are excluded from coverage under this assistance listing: For 2 CFR Part 200, Subpart C, the following provisions do not apply to the SLFRF program: 2 CFR § 200.204 (Notices of Funding Opportunities); 2 CFR § 200.205 (Federal awarding agency review of merit of proposal); 2 CFR § 200.210 (Pre-award costs); and 2 CFR § 200.213 (Reporting a determination that a non-Federal entity is not qualified for a Federal award). For 2 CFR Part 200, Subpart D, the following provisions do not apply to the SLFRF program: 2 CFR § 200.308 (revision of budget or program plan); 2 CFR § 200.309 (modifications to period of performance); CFR § 200.305 (b)(8) and (9) (Federal Payment).
2. Without limitation as otherwise set forth in this Agreement, Subrecipient shall ensure that any procurement involving funds authorized by this Agreement complies with all applicable federal, state, and local laws and regulations, including but not limited to, 2 CFR 200.318 through 200.327, as well as Appendix II to 2 CFR Part 200 (entitled “Agreement Provisions for Non-Federal Entity Contracts Under Federal Awards”).

Byrd Anti-Lobbying Amendment Compliance and Certification Form

The following certification regarding payments to influence certain federal transactions are made per the provisions contained in FAR 52.203-11 and 52.203-12 and 31 U.S.C. 1352.

1. FAR 52.203-12, "Limitation on Payments to Influence Certain Federal Transactions" is hereby incorporated by reference into this certification.
2. Authorized Official of Subrecipient, on behalf of Subrecipient, hereby certifies to the best of his or her knowledge and belief that:
 - a) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal Agreement, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal Agreement, grant, loan, or cooperative agreement.
 - b) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, Authorized Official of Subrecipient shall complete and submit, along with the execution of this Agreement, OMB standard form LLL, Disclosure of Lobbying Activities, to County; and
 - c) Authorized Official of Subrecipient will include the language of this Certification in all agreements with its subrecipients, contractors, consultants, and agents who are paid from funds provided under this Agreement or act in furtherance of this Agreement, as applicable in accordance with relevant federal law and regulations as may be amended and supplemented.
3. This certification is a material representation of fact upon which reliance is placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by section 31 U.S.C. 1352. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

Signature of Subrecipient's Authorized Official

Name of Subrecipient's Authorized Official

Date

CITY OF NEWPORT
VOUCHER REPORT

DATE 3/20/2023

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 65536 - 65561	\$42,079.19
EFT 03/20/23 1-8	\$26,282.82
Direct Pay 03/20/23 1-5	\$8,600.00
Grand Total of all Claims	<u>\$76,962.01</u>

City Clerk: _____



CITY OF NEWPORT

Invoice Report Review for Council Meeting

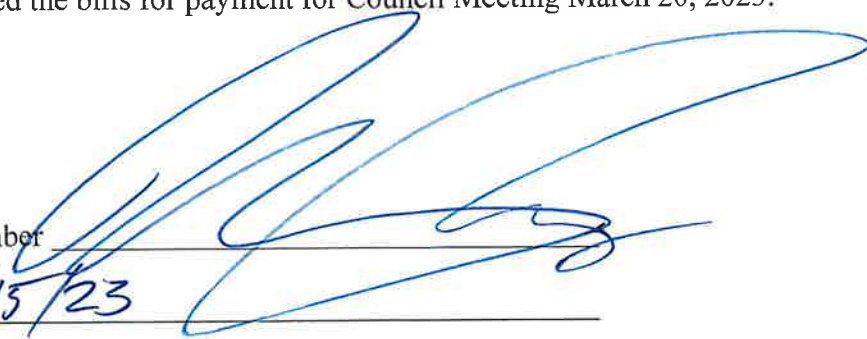
March 20th, 2023

I, the undersigned Councilmember of the City of Newport, Washington, do hereby certify that I have reviewed the bills for payment for Council Meeting March 20, 2023.

Councilmember _____

Date

3/15/23

A large, stylized handwritten signature in blue ink is written over the signature line. The signature is cursive and appears to be the name of the Councilmember.

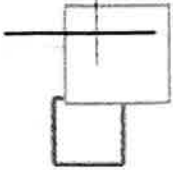
Register

Fiscal: 2023
 Deposit Period: 2023 - March
 Check Period: 2023 - March - 2nd Council Meeting

Number	Name	Print Date	Clearing Date	Amount
Mountain West				
Check				
65536	A Worksafe Service Inc.	3/20/2023		\$60.00
65537	Action Auto Supply, Inc.	3/20/2023		\$297.16
65538	CED	3/20/2023		\$1,305.90
65539	Conifer Electric Inc.	3/20/2023		\$1,750.13
65540	Dr. Locksmith LLC	3/20/2023		\$1,121.85
65541	Exbablyon Physical Security	3/20/2023		\$521.61
65542	Ferguson Waterworks	3/20/2023		\$3,496.58
65543	Galls, LLC	3/20/2023		\$11.98
65544	J.A. Sewell & Assoc., LLC	3/20/2023		\$67.69
65545	Minuteman Press	3/20/2023		\$1,033.16
65546	Newport Miner	3/20/2023		\$675.93
65547	O'Reilly Auto Parts	3/20/2023		\$1,507.63
65548	Pape Machinery	3/20/2023		\$249.51
65549	Pend Oreille Fire Dist. #4	3/20/2023		\$3,000.00
65550	PO CO Auditor	3/20/2023		\$455.00
65551	PO CO Dispatch Center	3/20/2023		\$4,823.75
65552	PO CO Jail	3/20/2023		\$5,496.50
65553	PO CO Treasurer	3/20/2023		\$682.69
65554	Railroad Management CO III LLC	3/20/2023		\$1,324.27
65555	Red Rose Carpet Cleaning	3/20/2023		\$675.00
65556	SCJ Alliance	3/20/2023		\$1,998.62
65557	Selkirk Supply, Inc.	3/20/2023		\$1,228.38
65558	State Treasurer	3/20/2023		\$455.68
65559	Transamerica Life Insurance	3/20/2023		\$9,233.81
65560	Utilities Underground Location Center	3/20/2023		\$3.87
65561	White Block Co.	3/20/2023		\$602.49
1	Direct Pay Payment 3/13/2023 7:23:37 AM - Billingsley, Brett - EFT	3/20/2023		\$1,300.00
2	Direct Pay Payment 3/13/2023 7:23:37 AM - Courtney, Shea - EFT	3/20/2023		\$50.00
3	Direct Pay Payment 3/13/2023 7:23:37 AM - Law Offices of Joshua Maurer, PLLC - EFT	3/20/2023		\$6,000.00
4	Direct Pay Payment 3/13/2023 7:23:37 AM - North, Nickole - EFT	3/20/2023		\$50.00
5	Direct Pay Payment 3/13/2023 7:23:37 AM - Van Valkenburg Law PS - EFT	3/20/2023		\$1,200.00
5	EFT Payment 3/13/2023 7:23:17 AM - 1 Avista Utilities	3/20/2023		\$17.03

Number	Name	Print Date	Closing Date	Amount
EFT Payment 3/13/2023 7:23:17 AM - 2	City Of Newport Water & Sewer (EFT)	3/20/2023		\$4,135.90
EFT Payment 3/13/2023 7:23:17 AM - 3	City Service (EFT)	3/20/2023		\$2,054.88
EFT Payment 3/13/2023 7:23:17 AM - 4	Public Utility District - EFT	3/20/2023		\$11,734.47
EFT Payment 3/13/2023 7:23:17 AM - 5	ResNexus	3/20/2023		\$49.98
EFT Payment 3/13/2023 7:23:17 AM - 6	State of WA - DOR	3/20/2023		\$4,745.06
EFT Payment 3/13/2023 7:23:17 AM - 7	US Bank (EFT)	3/20/2023		\$2,816.88
EFT Payment 3/13/2023 7:23:17 AM - 8	Ziply Fiber - EFT	3/20/2023		\$728.62
	Total		Check	\$76,962.01
	Total		51040005632	\$76,962.01
	Grand Total			\$76,962.01

Voucher Directory



Fiscal : 2023 - March
 Council Date : 2023 - March - 2nd Council Meeting

Vendor	Number	PAYMENTS	Account Number	Description	Amount
A Worksafe Service Inc.	65536				
		400649 drug screening			\$60.00
			101-000-000-543-30-41-02	Professional Services	\$60.00
		Total 400649 drug screening			\$60.00
Total 65536					\$60.00
Total A Worksafe Service Inc.					
Action Auto Supply, Inc.	65537				
		Feb 23 Action Auto Statement			\$35.57
			101-000-000-543-30-48-00	Equipment Maintenance	\$49.59
			Inv 49850	Equipment Maintenance	\$212.00
			101-000-000-543-30-48-00	Equipment Maintenance	\$297.16
			Inv 50599	Equipment Maintenance	\$297.16
			410-000-000-534-34-48-00	Repair & Maintenance	\$297.16
			Inv 44753	Repair & Maintenance	\$297.16
		Total Feb 23 Action Auto Statement			\$297.16
Total 65537					\$297.16
Total Action Auto Supply, Inc.					
Avista Utilities					
		EFT Payment 3/13/2023 7:23:17 AM - 1			\$17.03
		Feb 2023 Avista Bill			\$17.03
			411-000-100-535-35-47-00	Public Utilities	\$17.03
		Total Feb 2023 Avista Bill			\$17.03
		Total EFT Payment 3/13/2023 7:23:17 AM - 1			\$17.03
Total Avista Utilities					\$17.03
Billingsley, Brett - EFT					
		Direct Pay Payment 3/13/2023 7:23:37 AM - 1			\$1,300.00
		March 2023 Billingsley Fees			\$1,300.00
			001-000-000-512-50-41-00	Public Defenders	\$1,300.00
		Total March 2023 Billingsley Fees			\$1,300.00
		Total Direct Pay Payment 3/13/2023 7:23:37 AM - 1			\$1,300.00
Total Billingsley, Brett - EFT					\$1,300.00

Member Number	Reference	Account Number	Description	Amount
65538	8190-1102665	411-000-100-535-35-31-00	2023 - March - 2nd Council Meeting Office & Operating Supplies	\$193.86
	Total 8190-1102665			\$193.86
	8190-1105113	001-000-000-576-80-48-00	Repair & Maintenance	\$51.09
		101-000-000-542-30-31-00	Street Maintenance	\$51.10
		410-000-000-534-34-48-00	Repair & Maintenance	\$51.10
		411-000-100-535-35-48-00	Repair & Maintenance	\$51.09
	Total 8190-1105113			\$204.38
	February 2023 CED Statement	101-000-000-542-63-48-00	Street Light Repair & Maint.	\$432.06
		101-000-000-542-63-48-00	Street Light Repair & Maint.	\$475.60
	Total February 2023 CED Statement			\$907.66
	Total 65538			\$1,305.90
	Total CED			\$1,305.90

Member Number	Reference	Account Number	Description	Amount
	City Of Newport Water & Sewer (EFT)			
	EFT Payment 3/13/2023 7:23:17 AM - 2		2023 - March - 2nd Council Meeting	
	Invoice - 3/10/2023 5:00:21 PM	001-000-000-513-10-47-00	Utilities	\$24.65
		001-000-000-521-20-47-00	Utilities	\$86.27
		001-000-000-522-50-47-10	Utilities	\$61.63
		001-000-000-576-80-47-00	Utilities	\$110.93
		101-000-000-543-30-47-01	Water - Public Works Shop	\$135.58
		410-000-000-534-34-47-01	Public Utilities - Water	\$135.58
		411-000-100-535-35-47-01	Public Utilities - Water	\$3,581.26
	Total Invoice - 3/10/2023 5:00:21 PM			\$4,135.90
	Total EFT Payment 3/13/2023 7:23:17 AM - 2			\$4,135.90
	Total City Of Newport Water & Sewer (EFT)			\$4,135.90

Member Number	Reference	Account Number	Description	Amount
	City Service (EFT)			
	EFT Payment 3/13/2023 7:23:17 AM - 3		2023 - March - 2nd Council Meeting	
	Invoice CL93843 Feb 23	001-000-000-521-20-32-00	Fuel	\$506.21
		101-000-000-543-30-32-00	Fuel Consumed	\$1,114.90
		410-000-000-534-34-32-00	Fuel Consumed	\$151.71
		411-000-100-535-35-32-00	Fuel Consumed	\$282.06
	Total Invoice CL93843 Feb 23			\$2,054.88
	Total EFT Payment 3/13/2023 7:23:17 AM - 3			\$2,054.88
	Total City Service (EFT)			\$2,054.88

Conifer Electric Inc.
65539

2023 - March - 2nd Council Meeting

Invoice 1375

001-000-000-576-80-48-00	Repair & Maintenance	\$298.87
101-000-000-543-50-48-00	Maintenance of Facilities	\$298.87
410-000-000-534-34-48-00	Repair & Maintenance	\$298.86
411-000-100-535-35-48-00	Repair & Maintenance	\$1,195.47
Total Invoice 1375		\$554.66

Invoice 1376

410-000-000-534-34-48-00	Repair & Maintenance	\$554.66
Total Invoice 1376		\$1,750.13

Total 65539
Total Conifer Electric Inc. **\$1,750.13**

Courtney, Shea - EFT

2023 - March - 2nd Council Meeting

Direct Pay Payment 3/13/2023 7:23:37 AM - 2

March 2023 Courtney Phone

410-000-000-534-34-42-00	Communications	\$50.00
Total March 2023 Courtney Phone		\$50.00

Total Direct Pay Payment 3/13/2023 7:23:37 AM - 2

Total Courtney, Shea - EFT **\$50.00**

Dr. Locksmith LLC
65540

2023 - March - 2nd Council Meeting

6723

001-000-000-521-20-31-00	Office & Operating Supplies	\$357.39
001-000-000-521-20-41-00	Professional Services	\$178.30
Total 6723		\$535.69

6724

001-000-000-521-20-41-00	Professional Services	\$586.16
Total 6724		\$1,121.85

Total 65540
Total Dr. Locksmith LLC **\$1,121.85**

Exbablyon Physical Security
65541

2023 - March - 2nd Council Meeting

Invoice 191193

001-000-000-514-20-42-00	Communications	\$15.62
001-000-000-521-20-42-00	Communications	\$15.62
101-000-000-543-30-42-00	Communications	\$15.62
410-000-000-534-34-42-00	Communications	\$54.66
411-000-100-535-35-42-00	Communications	\$54.65
Total Invoice 191193		\$156.17

Invoice 191427

001-000-000-514-20-42-00	Communications	\$36.54
001-000-000-521-20-42-00	Communications	\$36.54

Vendor	Number	Reference	Account Number	Description	Amount
			101-000-000-543-30-31-00	Operating Supplies	\$164.50
			410-000-000-534-34-31-00	Office & Operating Supplies	\$164.50
			411-000-100-535-35-31-00	Office & Operating Supplies	\$164.50
				Total Invoice 7913	\$657.98
				Invoice 7958	
			001-000-000-514-20-31-00	Office & Operating Supplies	\$75.03
			001-000-000-521-20-31-00	Office & Operating Supplies	\$75.04
			101-000-000-543-30-31-00	Operating Supplies	\$75.03
			410-000-000-534-34-31-00	Office & Operating Supplies	\$75.04
			411-000-100-535-35-31-00	Office & Operating Supplies	\$75.04
				Total Invoice 7958	\$375.18
				Total 65545	\$1,033.16
				Total Minuteman Press	\$1,033.16
				Newport Miner	
				65546	
				2023 - March - 2nd Council Meeting	
				February 2023 Miner Statement	
			001-000-000-521-20-41-01	Advertising	\$328.93
			001-000-000-558-50-41-04	Advertising	\$109.00
				council member	
				Total February 2023 Miner Statement	\$437.93
				Invoice 202362	
			001-000-000-514-20-41-00	Professional Services	\$54.50
				Business License	
			001-000-000-558-50-41-04	Advertising	\$54.50
				Quail	
				Total Invoice 202362	\$109.00
				Invoice 202364	
			001-000-000-513-10-41-00	Advertising	\$129.00
				Total Invoice 202364	\$129.00
				Total 65546	\$675.93
				Total Newport Miner	\$675.93
				North, Nickole - EFT	
				Direct Pay Payment 3/13/2023 7:23:37 AM - 4	
				March 2023 North Phone	
			001-000-000-514-20-42-00	Communications	\$50.00
				Total March 2023 North Phone	\$50.00
				Total Direct Pay Payment 3/13/2023 7:23:37 AM - 4	\$50.00
				Total North, Nickole - EFT	\$50.00
				O'Reilly Auto Parts	
				65547	
				Feb 2023 O'Reilly Statement	
			001-000-000-521-20-48-00	Repair & Maintenance Equipment	\$43.02
			001-000-000-521-20-48-00	Repair & Maintenance Equipment	\$36.60

Vendor	Number	Reference	Account Number	Description	Amount
	Total 65547				\$10.73
	Total O'Reilly Auto Parts			Repair & Maintenance	\$1,507.63
					\$1,507.63
	Pape Machinery				
	65548				
				2023 - March - 2nd Council Meeting	
				Invoice 14224476	
			101-000-000-543-30-48-00	Equipment Maintenance	\$83.17
			410-000-000-534-34-48-00	Repair & Maintenance	\$83.17
			411-000-100-535-35-48-00	Repair & Maintenance	\$83.17
				Total Invoice 14224476	\$249.51
					\$249.51
	Total 65548				
	Total Pape Machinery				
	Pend Oreille Fire Dist. #4				
	65549				
				2023 - March - 2nd Council Meeting	
				March 2023 Fire Fees	
			001-000-000-522-20-41-00	Prof. Services- Firemen (FD4)	\$3,000.00
				Total March 2023 Fire Fees	\$3,000.00
					\$3,000.00
	Total 65549				
	Total Pend Oreille Fire Dist. #4				
	PO CO Auditor				
	65550				
				2023 - March - 2nd Council Meeting	
				Invoice 56880	
			001-000-000-558-50-41-00	Professional Services	\$416.00
				Annexations	
				Total Invoice 56880	\$416.00
				Invoice 56953	
			410-000-000-534-34-41-00	Professional Services	\$19.50
			411-000-100-535-35-41-04	Professional Services	\$19.50
				Total Invoice 56953	\$39.00
					\$455.00
					\$455.00
	Total 65550				
	Total PO CO Auditor				

PO CO Dispatch Center
65551

2023 - March - 2nd Council Meeting

March 2023 Dispatch fees
001-000-000-521-20-41-03 Sheriff Services (Dispatch)

Total March 2023 Dispatch fees

Total 65551
Total PO CO Dispatch Center

\$4,823.75
\$4,823.75
\$4,823.75
\$4,823.75

PO CO Jail
65552

2023 - March - 2nd Council Meeting

March 2023 Jail Fees
001-000-000-523-60-41-00 Prisoner Room & Board

Total March 2023 Jail Fees

Total 65552
Total PO CO Jail

\$5,496.50
\$5,496.50
\$5,496.50
\$5,496.50

PO CO Treasurer
65553

2023 - March - 2nd Council Meeting

2023 Property Taxes - Fire Patrol
001-000-000-576-80-46-00 Liability Insurance
410-000-000-534-34-46-00 Liability Insurance

Total 2023 Property Taxes - Fire Patrol

February 2023 Remittance
633-000-000-586-12-00-00 County Clearing Fund

Total February 2023 Remittance

Total 65553
Total PO CO Treasurer

\$23.70
\$165.90
\$189.60
\$493.09
\$493.09
\$682.69
\$682.69

Public Utility District - EFT
EFT Payment 3/13/2023 7:23:17 AM - 4

Feb 2023 PUD Bill

001-000-000-513-10-47-00 Utilities
001-000-000-521-20-47-00 Utilities
001-000-000-522-50-47-10 Utilities
001-000-000-576-80-47-00 Utilities
101-000-000-542-63-47-00 Street Lighting
410-000-000-534-34-47-00 Public Utilities
411-000-100-535-35-47-00 Public Utilities

Total Feb 2023 PUD Bill

Total EFT Payment 3/13/2023 7:23:17 AM - 4

Total Public Utility District - EFT

\$581.78
\$280.33
\$280.33
\$688.25
\$2,215.18
\$1,944.32
\$5,744.28
\$11,734.47
\$11,734.47
\$11,734.47

Railroad Management CO III LLC
 65554
 Invoice 476378
 410-000-000-534-34-49-00
 Miscellaneous Expenditures
 Total Invoice 476378
 Total 65554
 Total Railroad Management CO III LLC
 \$1,324.27
 \$1,324.27
 \$1,324.27

Red Rose Carpet Cleaning
 65555
 791788 February 23 Janitorial
 001-000-000-514-20-41-00 Professional Services \$125.00
 001-000-000-521-20-41-00 Professional Services \$175.00
 101-000-000-543-30-41-02 Professional Services \$125.00
 410-000-000-534-34-41-00 Professional Services \$125.00
 411-000-100-535-35-41-04 Professional Services \$125.00
 Total 791788 February 23 Janitorial \$675.00
 Total 65555 \$675.00
 Total Red Rose Carpet Cleaning \$675.00

ResNexus
 EFT Payment 3/13/2023 7:23:17 AM - 5
 February 2023 Campground software
 001-000-000-576-80-41-01 Professional Services \$24.99
 Total February 2023 Campground software \$24.99
 March 2023 Campground Software
 001-000-000-576-80-41-01 Professional Services \$24.99
 Total March 2023 Campground Software \$24.99
 Total EFT Payment 3/13/2023 7:23:17 AM - 5 \$49.98
 Total ResNexus \$49.98

SCJ Alliance
 65556
 03/2023 Planning Services
 001-000-000-558-50-41-00 Professional Services \$1,998.62
 Total 03/2023 Planning Services \$1,998.62
 Total 65556 \$1,998.62
 Total SCJ Alliance \$1,998.62

Selkirk Supply, Inc.
 65557
 February 2023 Ace Statement
 001-000-000-514-20-31-00 Office & Operating Supplies \$13.56
 001-000-000-521-20-31-00 Office & Operating Supplies \$13.56
 001-000-000-576-80-31-00 Operating Supplies \$11.17
 001-000-000-576-80-31-00 Operating Supplies \$24.63
 Total 65557 \$62.92

Vendor Number	Reference	Account Number	Description	Amount
001-000-000-576-80-31-00			Operating Supplies	\$16.33
001-000-000-576-80-31-00			Operating Supplies	\$7.42
001-000-000-576-80-31-00			Operating Supplies	\$4.71
001-000-000-576-80-31-00			Operating Supplies	\$19.07
001-000-000-576-80-31-00			Operating Supplies	\$13.14
001-000-000-576-80-48-00			Repair & Maintenance	\$142.19
101-000-000-542-30-31-00			Street Maintenance	\$27.54
101-000-000-542-66-31-00			Snow & Ice Control	\$31.24
101-000-000-542-66-31-00			Snow & Ice Control	\$39.21
101-000-000-543-30-31-00			Operating Supplies	\$16.34
101-000-000-543-30-31-00			Operating Supplies	\$24.64
101-000-000-543-30-31-00			Operating Supplies	\$19.08
101-000-000-543-30-31-00			Operating Supplies	\$4.71
101-000-000-543-30-31-00			Operating Supplies	\$7.41
101-000-000-543-30-31-00			Operating Supplies	\$13.13
101-000-000-543-30-31-00			Operating Supplies	\$55.69
101-000-000-543-30-48-00			Equipment Maintenance	\$141.17
101-000-000-543-30-48-00			Equipment Maintenance	\$18.02
101-000-000-543-50-48-00			Maintenance of Facilities	\$19.07
410-000-000-534-34-31-00			Office & Operating Supplies	\$5.70
410-000-000-534-34-31-00			Office & Operating Supplies	\$7.42
410-000-000-534-34-31-00			Office & Operating Supplies	\$13.57
410-000-000-534-34-31-00			Office & Operating Supplies	\$4.71
410-000-000-534-34-31-00			Office & Operating Supplies	\$59.49
410-000-000-534-34-31-00			Office & Operating Supplies	\$10.59
410-000-000-534-34-31-00			Office & Operating Supplies	\$16.34
410-000-000-534-34-31-00			Office & Operating Supplies	\$48.74
410-000-000-534-34-31-00			Office & Operating Supplies	\$13.14
410-000-000-534-34-31-00			Office & Operating Supplies	\$85.99
410-000-000-534-34-31-00			Office & Operating Supplies	\$24.64
410-000-000-534-34-31-00			Office & Operating Supplies	\$104.90
410-000-000-534-34-31-00			Office & Operating Supplies	(\$39.21)
410-000-000-534-34-31-00			Office & Operating Supplies	\$30.72
410-000-000-534-34-31-00			Office & Operating Supplies	(\$27.55)
411-000-100-535-35-31-00			Office & Operating Supplies	\$19.08
411-000-100-535-35-31-00			Office & Operating Supplies	\$47.69
411-000-100-535-35-31-00			Office & Operating Supplies	\$4.71
411-000-100-535-35-31-00			Office & Operating Supplies	\$13.57
411-000-100-535-35-31-00			Office & Operating Supplies	\$1.48
411-000-100-535-35-31-00			Office & Operating Supplies	\$13.13
411-000-100-535-35-31-00			Office & Operating Supplies	\$16.34
411-000-100-535-35-31-00			Office & Operating Supplies	\$3.15
411-000-100-535-35-31-00			Office & Operating Supplies	\$6.35
411-000-100-535-35-31-00			Office & Operating Supplies	\$7.42
411-000-100-535-35-31-00			Office & Operating Supplies	\$24.64
411-000-100-535-35-31-00			Office & Operating Supplies	\$28.60

Vendor	Number	Reference	Account Number	Description	Amount
Total February 2023 Ace Statement					
Total 65557					\$1,228.38
Total Selkirk Supply, Inc.					\$1,228.38
					\$1,228.38
State of WA - DOR					
EFT Payment 3/13/2023 7:23:17 AM - 6				2023 - March - 2nd Council Meeting	
February 2023 Revenue Payment				B&O Utility Tax	\$4,434.73
			410-000-000-534-34-44-00	Utility B&O Tax	\$310.33
			411-000-100-535-35-44-00		\$4,745.06
Total February 2023 Revenue Payment					\$4,745.06
Total EFT Payment 3/13/2023 7:23:17 AM - 6					\$4,745.06
Total State of WA - DOR					
State Treasurer	65558			2023 - March - 2nd Council Meeting	
				State Clearing Fund	\$417.68
				State Building Code Remit	\$38.00
					\$455.68
					\$455.68
					\$455.68
Total State Treasurer	Total 65558				
Transamerica Life Insurance	65559			2023 - March - 2nd Council Meeting	
				Leoff I Long Term Care Insur.	\$9,233.81
					\$9,233.81
					\$9,233.81
					\$9,233.81
Total Transamerica Life Insurance	Total 65559				
US Bank (EFT)				2023 - March - 2nd Council Meeting	
EFT Payment 3/13/2023 7:23:17 AM - 7				Communications	\$16.14
Feb 2023 Credit Card Statement				Office & Operating Supplies	\$17.97
			001-000-000-513-10-42-00	Office & Operating Supplies	\$18.33
			001-000-000-514-20-31-00	Office & Operating Supplies	\$43.45
			001-000-000-514-20-31-00	Office & Operating Supplies	\$23.15
			001-000-000-514-20-31-00	Office & Operating Supplies	\$16.74
			001-000-000-514-20-31-00	Travel	(\$60.00)
			001-000-000-514-20-43-00	Travel	\$660.00
			001-000-000-521-20-31-00	Office & Operating Supplies	\$762.28
			001-000-000-521-20-31-00	Office & Operating Supplies	\$22.59
			001-000-000-521-20-31-00	Office & Operating Supplies	\$23.48
			001-000-000-521-20-31-00	Office & Operating Supplies	(\$762.28)
			001-000-000-521-20-49-00	Miscellaneous Expenditure	\$40.00

Vendor Number	Reference	Account Number	Description	Amount
001-000-000-558-50-31-00			Office & Operating Supplies	\$23.15
001-000-000-576-80-42-00			Communications	\$24.98
101-000-000-543-30-31-00			Operating Supplies	\$43.45
101-000-000-543-30-42-00			Communications	\$24.99
101-000-000-543-30-48-00			Equipment Maintenance	\$86.80
101-000-000-543-30-49-00			Miscellaneous Expenditures	\$27.12
109-000-000-573-90-49-00			Spectator & Community Events	\$92.17
109-000-000-573-90-49-00			Spectator & Community Events	\$52.50
410-000-000-534-34-31-00			Office & Operating Supplies	\$60.84
410-000-000-534-34-31-00			Office & Operating Supplies	\$23.15
410-000-000-534-34-31-00			Office & Operating Supplies	\$9.51
410-000-000-534-34-31-00			Office & Operating Supplies	\$43.46
410-000-000-534-34-42-00			Communications	\$24.98
410-000-000-534-34-42-00			Communications	\$90.95
411-000-100-535-35-31-00			Office & Operating Supplies	\$12.14
411-000-100-535-35-31-00			Office & Operating Supplies	\$43.46
411-000-100-535-35-31-00			Office & Operating Supplies	\$381.27
411-000-100-535-35-31-00			Office & Operating Supplies	\$113.99
411-000-100-535-35-31-00			Office & Operating Supplies	\$10.15
411-000-100-535-35-31-00			Office & Operating Supplies	\$54.13
411-000-100-535-35-31-00			Office & Operating Supplies	\$131.91
411-000-100-535-35-31-00			Office & Operating Supplies	\$446.79
411-000-100-535-35-31-00			Office & Operating Supplies	\$100.04
411-000-100-535-35-31-00			Office & Operating Supplies	(\$327.97)
411-000-100-535-35-31-00			Office & Operating Supplies	\$23.15
411-000-100-535-35-42-00			Office & Operating Supplies	\$9.51
411-000-100-535-35-42-00			Communications	\$69.95
411-000-100-535-35-43-00			Travel	\$298.46
Total Feb 2023 Credit Card Statement				\$2,816.88
Total EFT Payment 3/13/2023 7:23:17 AM - 7				\$2,816.88
Total US Bank (EFT)				\$2,816.88

Utilities Underground Location Center
65560

Invoice 3020196

410-000-000-534-34-41-00 Professional Services
411-000-100-535-35-41-04 Professional Services

Total Invoice 3020196

Total 65560
Total Utilities Underground Location Center

2023 - March - 2nd Council Meeting

\$1.93
\$1.94
\$3.87
\$3.87
\$3.87

Van Valkenburg Law PS - EFT					
Direct Pay Payment 3/13/2023 7:23:37 AM - 5			2023 - March - 2nd Council Meeting		
March 2023 Val Valkenburg Fees			Public Defenders		\$1,200.00
001-000-000-512-50-41-00					\$1,200.00
Total March 2023 Val Valkenburg Fees					\$1,200.00
Total Direct Pay Payment 3/13/2023 7:23:37 AM - 5					\$1,200.00
Total Van Valkenburg Law PS - EFT					
White Block Co.					
65561			2023 - March - 2nd Council Meeting		
0307360-IN		101-000-000-542-61-41-00	Maintenance of Sidewalks		\$602.49
Total 0307360-IN					\$602.49
Total 65561					\$602.49
Total White Block Co.					
Zipty Fiber - EFT					
EFT Payment 3/13/2023 7:23:17 AM - 8			2023 - March - 2nd Council Meeting		
Feb 2023 City Hall Phone Line			Communications		\$145.72
001-000-000-514-20-42-00			Communications		\$145.72
001-000-000-521-20-42-00			Communications		\$145.72
101-000-000-543-30-42-00			Communications		\$145.73
410-000-000-534-34-42-00			Communications		\$145.73
411-000-100-535-35-42-00					\$728.62
Total Feb 2023 City Hall Phone Line					\$728.62
Total EFT Payment 3/13/2023 7:23:17 AM - 8					\$728.62
Total Zipty Fiber - EFT					

Grand Total Vendor Count 39 \$76,962.01

Vendor Name	Address	Check Number	Amount
Billingsley, Brett - EFT	609 E. 40th Spokane WA 99203	Direct Pay Payment 3/13/2023 7:23:3	\$1,300.00
Courtney, Shea - EFT	506 Quail Loop Newport WA 99156	Direct Pay Payment 3/13/2023 7:23:3	\$50.00
Law Offices of Joshua Maurer, PLL	505 W. Riverside #400 Spokane W	Direct Pay Payment 3/13/2023 7:23:3	\$6,000.00
North, Nickole - EFT	961 Cusick Meadow Rd Cusick WA	Direct Pay Payment 3/13/2023 7:23:3	\$50.00
Van Valkenburg Law PS - EFT	10 N. Post Suite 650 Spokane WA	Direct Pay Payment 3/13/2023 7:23:3	\$1,200.00
COUNT = 5			SUM = \$8,600.00

CITY OF NEWPORT
PAYROLL CHECK REGISTER
PAYDAY: March 10, 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. 1395 through No. 1402 as well as the direct deposit run 03/06/2023 for employees are approved for payment in the amount of \$65,916.35 this 20th day of March 2023.

Councilmember _____

Councilmember _____

Councilmember _____

Councilmember _____

Councilmember _____

City Clerk/Treasurer  _____

Register

Number	Name	Fiscal Description	Cleared	Amount
1395	Dept of Labor & Industry	2023 - March - 1st Council Meeting		\$1,609.46
1396	Dept of Retirement - Def Comp	2023 - March - 1st Council Meeting		\$617.50
1397	Dept of Retirement Systems	2023 - March - 1st Council Meeting		\$7,163.32
1398	EFTPS	2023 - March - 1st Council Meeting		\$11,083.67
1399	Employment Security	2023 - March - 1st Council Meeting		\$89.36
1400	Employment Security - PMFL	2023 - March - 1st Council Meeting		\$277.06
1401	Idaho State Tax	2023 - March - 1st Council Meeting		\$324.00
1402	Vimly Benefit Solutions, Inc. - EFT	2023 - March - 1st Council Meeting		\$9,690.09
Direct Deposit Run -	Payroll Vendor	2023 - March - 1st Council Meeting		\$35,061.89
3/6/2023				\$65,916.35