

### **Welcome to tonight's City Council meeting!**

The elected officials of the City of Bonners Ferry are appreciative of an involved constituency. Testimony from the public is encouraged concerning issues when addressed under the Public Hearing portion of the agenda. Any individual who wishes may address the council on any issue, whether on the agenda or not, during the Public Comments period. Normal business will preclude public participation during the business portion of the meeting with the discretion left to the Mayor and Council.

### **Vision Statement**

Bonners Ferry, "The Friendliest City", strives to achieve balanced growth, builds on community strengths, respects natural resources, promotes excellence in Government, and values quality of life.

**AGENDA**  
**CITY COUNCIL MEETING**  
**Bonners Ferry City Hall**  
**7232 Main Street**  
**267-3105**  
**March 7, 2017**  
**7:00 p.m.**

### **PLEDGE OF ALLEGIANCE**

### **PUBLIC HEARING**

### **GUESTS**

### **PUBLIC COMMENTS**

Each speaker will be allowed a maximum of five minutes, unless repeat testimony is requested by the Mayor/Council

### **REPORTS**

Police/Fire/City Administrator/Economic Development Coordinator/Urban Renewal District

### **CONSENT AGENDA**

1. Call to Order/Roll Call
2. Approval of Bills and Payroll
3. Treasurer's Report
4. Approval of February 16, 2017 Special Council Meeting Minutes and February 21, 2017 Regular Council Meeting Minutes

### **OLD BUSINESS**

### **NEW BUSINESS**

5. City – Discuss 2017 Farmers Market Space Rental and Authorize Mayor to Sign Agreement (attachment)
6. Water/Sewer – Discuss Utility Extension Policy
7. Water – Discuss and Approve Quotes and Contract Documents for Well Drilling (attachment)
8. Electric – Authorize Mayor to Sign Mutual Assistance Agreement executed by USA Department of Energy Acting by and through Bonneville Power Administration (attachment)

9. City – Consider Request from Dennis Weed to Waive Vacation, Personal Leave, Sick Leave, Holiday Pay, but Accrue Comp Time (attachment)
10. Fire – Approve Mayor’s Recommendation for Appointment of Fire Chief
11. City – Discuss Downtown Parking

**EXECUTIVE SESSION PURSUANT TO IDAHO CODE 74-206, SUBSECTION 1**

- (a) To consider hiring a public officer, employee, staff member or individual agent, wherein the respective qualities of individuals are to be evaluated in order to fill a particular vacancy or need. This paragraph does not apply to filling a vacancy in an elective office or deliberations about staffing needs in general;
- (b) To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against a public officer, employee, staff member or individual agent, or public school student;
- (c) To acquire an interest in real property which is not owned by a public agency;
- (d) To consider records that are exempt from disclosure as provided in chapter 1, title 74, Idaho Code;
- (e) To consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations;
- (f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement;
- (g) By the commission of pardons and parole, as provided by law;
- (h) By the custody review board of the Idaho department of juvenile corrections, as provided by law;
- (i) To engage in communications with a representative of the public agency's risk manager or insurance provider to discuss the adjustment of a pending claim or prevention of a claim imminently likely to be filed. The mere presence of a representative of the public agency's risk manager or insurance provider at an executive session does not satisfy this requirement; or
- (j) To consider labor contract matters authorized under section 67-2345A [74-206A] (1) (a) and (b), Idaho Code.

**ADJOURNMENT**

**INFORMATION**

12. Electric/Water/Sewer – Profit/Loss Reports (attachment)
13. Pool – Alan Branson and Joe Higgins Passed Aquatic Training Institute College Course for Pool Certification
14. Street – Idaho Transportation Department Public Hearing on March 9, 2017 from 4:00 p.m. to 7:00 p.m. at the Visitor Center to Consider 129,000 Pound Trucks on Northern Idaho Highways (attachment)
15. Street – Claim for Damage (attachment)



February 18, 2017  
Bonners Ferry City Council

Re: Space Rental Agreement for 2017

The Board of the Bonners Ferry Farmers Market is pleased to submit to you our proposal for space rental for the 2017 Market Season.

The Market is a family event that has been promoting the community for over 35 years. It brings together individuals from Bonners Ferry, Boundary County, and beyond. Its colorful banners and canopies attract people to the downtown core to browse the market and then on to other businesses.

The location and improvements to the Market area are a big part of this success and have made it easier for both vendors and customers to access the Market and downtown area. We appreciate your acknowledgement of our contribution to the City of Bonners Ferry.

The following pages outline our requests and provide details about the Market and the upcoming 2017 season. Should you require additional information, please do not hesitate to contact us.

We look forward to working with you regarding our proposals in order to make the Market a continuing community service.

Sincerely,  
Bonners Ferry Farmers Market  
Board of Directors

Gail Cathcart  
Chair

Barbara Hansen  
Treasurer

Ali & Cal Stanch  
Secretary

Judi Nissen  
Advertising



## **2017 Market Season Space Rental**

We propose the following for the Space Rental Agreement.

1. Item 2: USER agrees to pay ENTITY rent for said premises payable on or before May 1<sup>st</sup>, 2017. Rent shall be \$500 for the 2017 market season. This shall include \$100 fee for the City to install and remove our banners at the beginning and the end of the season.

## **General Market Details**

1. # of market Saturdays for 2017 will be 24 starting on April 30<sup>rd</sup> and ending on October 1<sup>st</sup>.
2. Market hours are 8am to 1pm with setup beginning at 6:30 am. Total time usage per Saturday is approximately 7 hours.
3. Space usage for the market is approximately 7000ft.
4. Our average # of vendors in 2016t was 30 per market.
5. Vendors are allowed 1 vehicle with their display. Extra vehicles/trailers will be removed from the market area by the start of the market.
6. The market carries \$1,000,000 in liability insurance through Farm Bureau. The City of Bonners Ferry is a "Named Insured" on our policy.
7. Vendors can only sell products that they themselves grow, harvest, create, or produce. No reselling or selling for others is permitted. No garage sale, flea market or wholesale items are permitted.
8. Products sold must comply with state & local laws, including State Health & ISDA rules.
9. Vendors pay the market 5% of their sales for each market day they vend.
10. All vendors are required to collect Idaho State sales tax.
11. We leave the parking lot area we use cleaner after each market than when we arrived.

## SPACE RENTAL AGREEMENT

AGREEMENT made between THE CITY OF BONNERS FERRY, a municipal corporation of the State of Idaho, herein "ENTITY," and BOUNDARY COUNTY FARMERS MARKET, herein "USER",

THE PARTIES AGREE AS FOLLOWS:

1. **USE OF PREMISES:** ENTITY hereby rents to USER the non-exclusive use of approximately 7,000 square feet of parking lot, Saturday mornings beginning April 30, 2017, and concluding October 1, 2017. The general area of use is as shown in Exhibit A, attached hereto.
2. **RENTAL FEE:** USER agrees to pay ENTITY rent for said premises payable upon execution of this Agreement in the amount of \$500 per season plus an additional \$100 for installation and removal of "Farmer's Market" banners. It shall be the responsibility of USER to request the installation and removal of banners from ENTITY. Upon receipt of request, ENTITY shall install or remove banners as soon as practicable.
3. **MEMBERSHIP IN CHAMBER OF COMMERCE AND TOURIST CENTER:** The parties to this Agreement recognize that the Farmers Market has the public benefit of attracting business to our community. As part of that community involvement the USER agrees to be a member of the Bonners Ferry Chamber of Commerce and the Bonners Ferry Tourist and Visitors Information Center.
4. **PURPOSE:** USER agrees to use the above Premises solely for the purpose of the sale of locally produced goods and for no other purpose.
5. **USE AND SECURITY:** USER acknowledges that this premise is designed for the public and shall not perform any activities or take any action which would endanger the public safety.
6. **HOUSEKEEPING:** USER agrees to keep the Premises clean and attractive at all times and return it to ENTITY in a good and clean condition. USER agrees not to alter the Premises or attach anything to the premises without first obtaining written approval of ENTITY. USER shall be responsible for garbage cans for the market.
7. **VENDORS:** The USER will be solely responsible for the conduct of all market vendors.
8. **UTILITIES:** The ENTITY does not provide for any utilities including, but not limited to, Electric, Sewer, Water, Gas, Garbage, internet access, and structure maintenance. All utilities will be the sole responsibility of the USER.
9. **CONTACT:** All notices or compliance issues concerning this Lease shall be directed to the following individuals:

ENTITY:

Mike Klaus  
City Administrator  
PO Box 149  
Bonners Ferry, ID 83805  
208-267-0357

USER:

Barbara Hansen  
208-267-1200

10. **INSURANCE:** USER agrees to obtain and keep in force during its acts under this Agreement a comprehensive general liability insurance policy in the minimum amount of \$1,000,000.00, which shall name and protect USER, all USER's employees, ENTITY, and its officers, agents and employees, from and against any and all claims,

losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with the USER's acts. USER shall provide proof of liability coverage as set forth above to ENTITY prior to commencing its performance as herein provided, and require insurer to notify ENTITY thirty (30) days prior to cancellation of said policy.

11. **INDEMNIFICATION:** USER agrees to indemnify, defend, and hold harmless ENTITY, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of USER, USER's agents, employees, or representatives under this Agreement.

12. **USE:** USER agrees not to store, generate, use or bring upon the property hazardous waste as defined by applicable laws or otherwise use the property in a manner that will increase ENTITY's insurance rates for the property.

The User agrees to that all vendor vehicles not integral to the product being sold will not be parked in the City Parking Lot or the Meeker Parking lot. Parking is available on Riverside Street, Arizona Street, and at the Fire Hall Parking Lot.

13. **TERMINATION:** This Agreement may be terminated immediately by ENTITY for breach of this Agreement by USER and either party may terminate this Agreement by 30 days written notice of termination to the other party.

14. **ENTIRE AGREEMENT:** This is the entire agreement of the parties and can only be modified or amended in writing by the parties.

15. **ATTORNEY FEES:** Reasonable attorney fees shall be awarded to the prevailing party in any action to enforce this Agreement or to declare forfeiture or termination.

16. **COMPLIANCE WITH LAWS:** USER agrees to comply with all federal, state, city, and local laws, rules and regulations.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2017.

ENTITY:  
CITY OF BONNERS FERRY

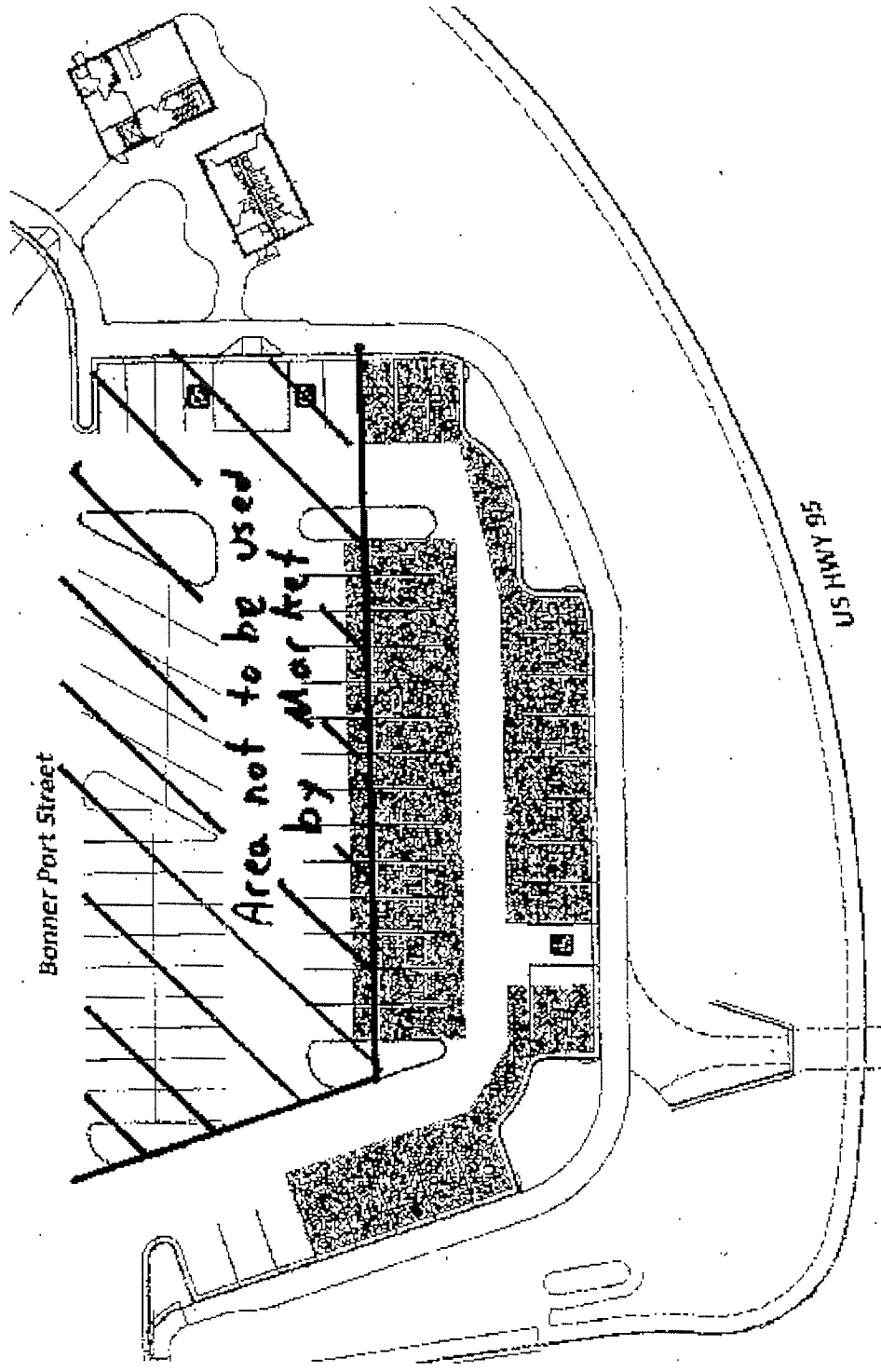
USER:  
BOUNDARY COUNTY FARMERS  
MARKET

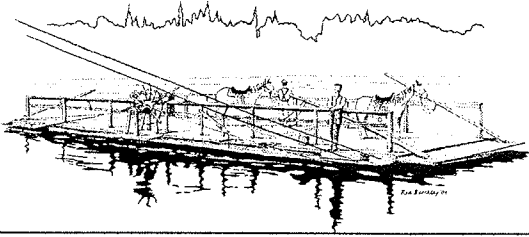
By:  
\_\_\_\_\_  
David Sims, Mayor

By:  
\_\_\_\_\_

ATTEST:  
\_\_\_\_\_  
Kris Larson, Clerk

WITNESS:  
\_\_\_\_\_





## CITY OF BONNERS FERRY

7232 Main Street  
P.O. Box 149  
Bonners Ferry, Idaho 83805  
Phone: 208-267-3105 Fax: 208-267-4375

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March 2, 2017

**Subject: City of Bonners Ferry – 2017 Test Well Construction**

The City of Bonners Ferry is requesting quotations to construct a test well, as described in the Project Scope.

Responses to this request for quotes are per Idaho Code Title 67 and Title 54 Chapter 19. If you desire to provide a quote for this project, your written quote shall be delivered to City Hall on the attached form by no later than **4:00 p.m. Tuesday March 7, 2017**, or provided to the City Engineer by email.

The City desires to complete this work as soon as possible after Quotes are received. The deadline for work completion is **March 21, 2017**. The City reserves the right to reject any and all quotes and accept the quote it deems most advantageous and to waive formalities.

If you have any questions, feel free to email at [mklaus@bonnersferry.id.gov](mailto:mklaus@bonnersferry.id.gov) or call me at (208) 946-9488.

Sincerely,

Mike Klaus  
City Engineer/Administrator



City of Bonners Ferry  
Water Department  
March 2017  
Test Well Construction

## Project Goals

The City's Water Department is currently seeking to construct a test well to determine if the proposed site will provide a good location for a municipal well. Figure 1 is a vicinity map of Bonners Ferry and Figure 2 is a site map that depicts the location of the work site.

## Project Scope

The project scope is broken in to the following categories that would be the responsibility of the Contractor:

### **1. Mobilization/Demobilization/Admin/Bonding/IDWR Permitting**

The contractor should include all administrative costs including mobilization, demobilization, bonding, insurance, and all Idaho Department of Water Resources permit fees associated with the work associated with this project.

### **2. Test Well Drilling:**

The 6" diameter test well will be drilled 300 to 400 feet below ground surface. For quoting purposes, the contractor should provide a per foot price for 400 feet. However, the City may elect to drill as shallow as 300 feet at the per foot price quoted, and pay only for the drilled and cased depth.

The test well casing is to be 0.25" steel. The steel casing must meet or exceed ASTM standard A53, Grade B.

### **3. Surface Seal:**

Construct 10" diameter, 38 foot deep overbore for surface seal while using bentonite clay as the seal material, per IDAPA 37.03.09.025. Seal to be placed in accordance with IDAPA 37.03.09.025.07 & .08. See attached Rules.

### **4. Sampling and Testing:**

The contractor must take two samples at every 5-foot interval of drilled depth. The two samples at each depth must be placed into two, one-gallon freezer bags that are clearly marked with the depth where sample was taken. After well completion, the contractor must deliver samples to City Water Department shop, placed in plastic storage boxes provided by contractor.

During well drilling, contractor must accommodate City in their efforts to sample water as needed from the well cuttings discharge. Contractor to perform flow measuring estimates throughout drilling process, as requested by City at different depths where the water bearing strata exists.

#### 5. Well Abandonment:

After well completion, the test well must be decommissioned in accordance with IDAPA 37.03.09.025.16 (see attached Rules). Driller must provide IDWR and City a report describing the procedure for decommissioning the well, and provide IDWR any applications and fees required for this process. The well to be decommissioned by cutting off casing 10 feet below ground surface and filling entire casing and bore hole with concrete to the top of casing. Area around well to be filled and compacted to original native ground elevation.

All disturbed areas are to be compacted and leveled smooth, such that the site is original condition or better when project is completed

#### Other Project Requirements:

The Contractor is also responsible for the following:

- a. All well drilling work is to be completed in compliance with Idaho Administrative Code IDAPA 37.03.09.
- b. Contractor is responsible for all site safety. Contractor is to ensure that public is protected during the course of well construction.
- c. Coordination with the City regarding work time and schedule at least 48 hours prior to project start. Contractor to work with City to establish a time for pre-construction meeting. Below are the contacts for the project:
  - a. *Mike Klaus, CBF 208-267-0357, 208-946-9488*
  - b. *John Delaney, CBF 208-267-4380*
- d. The Contractor must have an Idaho Public Works License prior to providing quote for work, at the appropriate monetary level for this project.
- e. The Contractor must provide a performance bond specific to this project prior to mobilization for project (form attached), prior to construction. Other standard performance bond forms by EJCDC may also be used by bonding agent.
- f. Contractor must sign contract with City for work prior to mobilization. An example is provided with this packet.
- g. Project to be complete by **March 21, 2017**

**2017 Test Well Construction - Quote Form**

Item	Unit	Estimated Units	Price per Unit	Total Item Price
#1 Mob/Admin	Lump Sum	1		
#2 Test Well Drilling	Lineal foot	400		
#3 Screen removal	Lump Sum	1		
#4 Surface Seal	Lump Sum	1		
#5 Well Abandonment	Lump Sum	1		
			<b>Quote Grand Total</b>	

Understanding that this lump sum price and per unit prices includes all permit fees, sales and consumer use taxes, etc. required by law or regulation.

**Signed** \_\_\_\_\_

**Name and Title** \_\_\_\_\_

**Date** \_\_\_\_\_

**Company Name** \_\_\_\_\_

**Company Address** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Idaho Public Works License #** \_\_\_\_\_

**Phone Number** \_\_\_\_\_

**Fax Number** \_\_\_\_\_

## Attachments

Figure 1 - Vicinity Map

Figure 2 - Site Map

Idaho Department of Water Resources Documents:

- IDAPA 37.03.09 Well Construction Standards Rules
- Example applications well drilling and well abandonment permits (contractor to procure actual documents from IDWR)

Performance Bond Form

Sample City Contract

FIGURE 1






# Bonniers Ferry

Future location of Test Well Site

# FIGURE 2

## Legend

-  Approximate Location of Test Well Site
-  Feature 1
-  Feature 2

Approximate Location of Test Well Site



100 ft

# PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (*Name and Address*):                      SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

## CONTRACT

Effective Date of Agreement:

Amount (Figures):

Description (*Name and Location*):

## BOND

Bond Number:

Date (*Not earlier than Effective Date of Agreement*):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

## CONTRACTOR AS PRINCIPAL

## SURETY

\_\_\_\_\_  
Contractor's Name and Corporate Seal (Seal)

\_\_\_\_\_  
Surety's Name and Corporate Seal (Seal)

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature (Attach Power of Attorney)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_  
Signature

Attest: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

*Note: Provide execution by additional parties, such as joint venturers, if necessary.*



Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.
2. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
  - 2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
  - 2.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and
  - 2.3 Owner has agreed to pay the Balance of the Contract Price to:
    1. Surety in accordance with the terms of the Contract; or
    2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.
3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:
  - 3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
  - 3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
  - 3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
  - 3.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
    1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
    2. Deny liability in whole or in part and notify Owner citing reasons therefor.
4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.
5. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

- 5.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;
- 5.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and
- 5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

6. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

7. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located, and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

9. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

10. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

11. Definitions.

- 11.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
- 11.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 11.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
- 11.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – *(Name, Address and Telephone)*

Surety Agency or Broker:

Owner's Representative *(Engineer or other party)*:

## INDEPENDENT CONTRACTOR AGREEMENT

AGREEMENT made between CITY OF BONNERS FERRY, a political subdivision of the state of Idaho, herein "ENTITY" and \_\_\_\_\_ herein "CONTRACTOR",

THE PARTIES AGREE AS FOLLOWS:

1. **CONTRACT:** ENTITY hereby employs CONTRACTOR as an independent contractor to complete and perform the following project and work:

Drill test well for City of Bonners Ferry as described in quote request documents titled 2017 Test Well Construction.

CONTRACTOR agrees to provide all materials and services for the project in accordance with the attached written specifications.

As in the RFQ documents as provided by the City.

2. **TIME OF PERFORMANCE AND TERMINATION:** Parties agree that:

CONTRACTOR will work from March 8, 2017 and continue until March 21, 2017 unless this Agreement is terminated with thirty (30) days written notice by either party.

3. **COMPENSATION:** ENTITY agrees to pay CONTRACTOR as compensation:

Per attached quote, not to exceed \_\_\_\_\_, without prior written approval from the City.

4. **INDEPENDENT CONTRACTOR:** The parties agree that CONTRACTOR is the independent contractor of ENTITY and in no way an employee or agent of ENTITY and is not entitled to workers compensation or any benefit of employment with the ENTITY. ENTITY shall have no control over the performance of this Agreement by CONTRACTOR or its employees, except to specify the time and place of performance, and the results to be achieved. ENTITY shall have no responsibility for security or protection of CONTRACTOR'S supplies or equipment. CONTRACTOR agrees to pay and be responsible for all taxes due from the compensation received under this contract.

5. **WARRANTY:** CONTRACTOR warrants that all materials and goods supplied under this Agreement shall be of good merchantable quality and that all services will be performed in a good workmanlike manner. CONTRACTOR acknowledges that it will be liable for any breach of this warranty.

6. **INDEMNIFICATION:** CONTRACTOR agrees to indemnify, defend, and hold harmless ENTITY, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of CONTRACTOR, CONTRACTOR'S agents, employees, or representative under this agreement.

7. **INSURANCE:** CONTRACTOR agrees to obtain and keep in force during its acts under this agreement a comprehensive general liability insurance policy in the minimum amount of \$1,000,000 which shall name and protect CONTRACTOR, all CONTRACTOR'S employees, ENTITY and its officers, agents and employees, from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with the CONTRACTOR'S acts. CONTRACTOR shall provide proof of liability coverage as set forth above to ENTITY prior to commencing its performance as herein provided, and require insurer to notify ENTITY ten (10) days prior to cancellation of said policy. Said policy shall specifically cover any and all underwater divers utilized to perform maintenance.

8. **WORKER'S COMPENSATION:** CONTRACTOR shall maintain in full force and effect worker's compensation for CONTRACTOR and any agents, employees, and staff that the CONTRACTOR may employ, and provide proof to ENTITY of such coverage or that such worker's compensation insurance is not required under the circumstances.

9. **COMPLIANCE WITH LAWS:** CONTRACTOR agrees to comply with all federal, state, city, and local laws, rules and regulations.

10. **ENTIRE AGREEMENT:** This is the entire agreement of the parties and can only be modified or amended in writing by the parties.

11. **ATTORNEY FEES:** Reasonable attorney fees shall be awarded to the prevailing party in any action to enforce this Agreement or to declare forfeiture or termination of this Agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

ENTITY:

\_\_\_\_\_ CITY OF BONNERS FERRY \_\_\_\_\_

CONTRACTOR:

By \_\_\_\_\_

By \_\_\_\_\_  
David Sims, Mayor

Its \_\_\_\_\_

ATTEST:

\_\_\_\_\_ Kris Larson, Clerk

WITNESS:

\_\_\_\_\_

Form and content approved by Andrakay Pluid as attorney for the City of Bonners Ferry.

~~RENEW~~ NEW

Contract No. 16TX-16328

**MUTUAL ASSISTANCE AGREEMENT**

executed by the

**UNITED STATES OF AMERICA**

**DEPARTMENT OF ENERGY**

acting by and through the

**BONNEVILLE POWER ADMINISTRATION**

and

**CITY OF BONNERS FERRY**

This MUTUAL ASSISTANCE AGREEMENT (Agreement) is executed by the UNITED STATES OF AMERICA, Department of Energy, acting by and through the BONNEVILLE POWER ADMINISTRATION (BPA) and CITY OF BONNERS FERRY (Bonners Ferry). BPA and Bonners Ferry may participate in this Agreement as either "Assisting Party" or "Requesting Party" as the situation requires. BPA and Bonners Ferry may be referred to individually as "Party" and collectively as "Parties." This Agreement terminates and replaces in its entirety the prior Reciprocal Operating and Emergency Repair Agreement, Contract No. 14-03-37072.

**RECITALS**

Whereas, the Parties recognize that assistance may be desired when electric service has been disrupted by acts of the elements, equipment malfunctions, accidents or any other occurrence where the Parties deem assistance to be necessary or advisable;

Whereas, it is in the mutual interest of the Parties to be prepared to provide or receive assistance for emergency repair and restoration to such electric service and facilities; and

Whereas, the Parties recognize that, in the case of electric service interruption, one Party can provide valuable assistance to the other Party in the form of personnel, equipment and/or materials, and other technical assistance. The purpose of this Agreement is to provide the procedures under which one Party may request and receive assistance from the other Party.

The Parties therefore agree as follows:

**1. DEFINITIONS**

When used in this Agreement, the following terms have the meaning shown below:

- (a) "Assistance" means the actions taken by the Assisting Party, including during Mobilization, to provide personnel, materials, equipment, supplies and/or tools to the Requesting Party in order to expedite restoration of electrical service that has been disrupted by acts of the elements, equipment malfunctions, accidents or any other emergencies. Assistance does not include routine maintenance or work stoppages.
- (b) "Assistance Period" means the period of time that starts when the Assisting Party has mobilized and dispatched resources to the Requesting Party and shall be deemed to have terminated when Demobilization is complete.
- (c) "Demobilization" means the actual return of all of the Assisting Party's mobilized resources to the Assisting Party's normal base.
- (d) "Mobilization" means the planning, collecting, assigning, preparing and transporting of all assistance personnel, materials, equipment, supplies and/or tools. Mobilization also includes any pre-engineering work necessary to provide Assistance. Mobilization may start in advance of execution of the Reimbursable Agreement.
- (e) "Reimbursable Agreement" means a separate agreement whereby the Assisting Party agrees to provide Assistance to the Requesting Party, and the Requesting Party agrees to pay the Assisting Party's expenses incurred while providing Assistance.
- (f) "Assisting Party" means the Party that is asked to provide Assistance.
- (g) "Requesting Party" means the Party that is requesting Assistance.

**2. TERM OF AGREEMENT**

This Agreement will be effective at 0000 hours on the date that this Agreement has been signed by the Parties (Effective Date), and shall terminate on the earlier of: (1) 90 days written notice of either Party, or (2) 30 years after the Effective Date.

**3. EXHIBITS**

Exhibit A, Notices, is incorporated into and made part of this Agreement.

**4. NO OBLIGATION TO REQUEST OR PROVIDE ASSISTANCE**

Nothing in this Agreement shall be construed to create an enforceable legal obligation to provide or receive Assistance. The Assisting Party has the right to refuse, in its sole discretion, to provide Assistance, or to discontinue providing Assistance with notice to the Requesting Party, and shall not be liable for any damage or consequences resulting from any refusal, failure or delay in providing Assistance. The Requesting Party shall be liable for all costs incurred by the

Assisting Party up to the point the Assisting Party no longer provides Assistance. All costs incurred by the Assisting Party will be resolved in accordance with Section 5(e) of this Agreement.

## 5. REQUESTING AND PROVIDING ASSISTANCE

- (a) In the event of an emergency affecting the generation, transmission or distribution services and/or related facilities owned or controlled by a Party, the Requesting Party may request the Assisting Party to provide Assistance by contacting the appropriate representative listed in Exhibit A.
- (b) The Requesting Party shall provide the Assisting Party with a general description of the damage sustained, including location of the damages, and the Assistance desired.
- (c) The Assisting Party shall, in its sole discretion, determine if it will provide Assistance, including the extent and limitations of Assistance.
- (d) If the Assisting Party determines it can provide Assistance, the Assisting Party shall document in an email or letter to the Requesting Party of the Assistance it will provide, including equipment, materials, supplies, number of personnel by job function and an estimate of the Assistance Period. Before Mobilization can occur, the Requesting Party shall confirm in an email or letter to the Assisting Party that it will accept the Assistance.

By accepting Assistance, the Requesting Party agrees to pay all costs that the Assisting Party incurs to provide Assistance, including applicable overheads, from the period when Mobilization begins through the term of the Reimbursable Agreement executed by the Parties pursuant to section 5(e) below or Demobilization. The Requesting Party shall also pay the costs for any materials that are used to provide Assistance that the Assisting Party determines it cannot re-use. The Assisting Party will determine the costs for such materials by either determining the cost to replace the materials, including applicable overheads, or, if the Assisting Party chooses to not replace the materials, the current value of the materials, including applicable overheads.

The Assisting Party shall specify all costs it incurs to provide Assistance in an invoice that it will send to the Requesting Party, and the Requesting Party shall pay the Assisting Party consistent with the instructions on the invoice.

- (e) A Reimbursable Agreement shall be executed by the Parties as soon as possible after the agreement to proceed with Mobilization. Before a Reimbursable Agreement is executed, the Assisting Party may provide Assistance to the Requesting Party under this Agreement. Cost of Assistance provided under this Agreement prior to the Reimbursable Agreement will be reflected in the Reimbursable Agreement. After the Reimbursable

Agreement is executed, the Reimbursable Agreement shall provide the terms and conditions under which Assistance is provided and will supersede this Agreement for the Assistance Period; provided, however, that the Reimbursable Agreement will not relieve the Requesting Party of its obligation to pay the Assisting Party for all costs it incurs providing Assistance under this Agreement.

## 6. SCOPE OF ASSISTANCE

- (a) All costs associated with the furnishing of Assistance shall be the responsibility of the Requesting Party and are deemed to have commenced upon Mobilization by the Assisting Party.
- (b) The Assisting Party and Requesting Party shall coordinate the preparation of Mobilization and Demobilization.
- (c) Wages, hours and other terms and conditions of employment applicable to personnel provided by the Assisting Party shall continue to be those of the Assisting Party.
- (d) If the Assisting Party provides a crew or crews, it shall assign supervisory personnel as deemed necessary by the Assisting Party, who shall be directly in charge of the crew or crews providing Assistance.
- (e) All time sheets, equipment and work records pertaining to personnel, material, vehicles, equipment, supplies and/or tools provided by the Assisting Party shall be kept by the Assisting Party for billing and auditing purposes as provided in this Agreement.
- (f) No Party shall be deemed the employee, agent, representative, partner or the coventurer of another Party or the other Parties in the performance of activities undertaken pursuant to this Agreement.
- (g) The Parties shall, in good faith, attempt to resolve any differences in work rules and other requirements affecting the performance of the Parties' obligations pursuant to this Agreement.

## 7. OPERATION OF FACILITIES

- (a) **Dispatch Jurisdiction**  
Dispatch jurisdiction and switching authority will not change during the period Assistance is provided, except that in emergency situations when life or property is endangered, any Party may de-energize lines or equipment and perform such switching as necessary according to its best judgment. The jurisdictional dispatcher must be notified and involved as soon as practical. The Parties will continue to follow all instructions issued by the jurisdictional dispatcher.



(b) **Safety Standards and Work Procedures**

The Assisting Party shall follow the Requesting Party's and jurisdictional dispatcher's safety standards and work practices when providing Assistance. However, the Assisting Party shall have the right to stop work if it has concerns regarding safety.

8. **ACCESS**

The Requesting Party shall grant access to the Assisting Party in accordance with the Requesting Party's safety and security requirements. Access and escort by the Requesting Party shall be sufficient to allow the Assisting Party to provide Assistance.

9. **LIABILITY**

Within the limitations of applicable law, each Party assumes all liability for injury or damage to person or property from the intentional actions or negligence of its own employees and agents. Notwithstanding the preceding sentence, neither Party shall be liable to the other Party hereto for any lost or prospective profits or any special, punitive, exemplary, consequential, incidental or indirect losses or damages (in tort, contract or otherwise) under or in respect of this Agreement, whether or not arising from such Party's sole, joint or concurrent negligence and whether or not such Party has been advised of the possibility of such damages.

10. **STANDARD PROVISIONS**

(a) **Amendments**

Except where this Agreement explicitly allows one Party to unilaterally amend a provision or revise an exhibit, no amendment or exhibit revision to this Agreement shall be of any force or effect unless set forth in a written instrument signed by authorized representatives of each Party.

(b) **Assignment**

This Agreement is binding on any successors and assigns of the Parties. Neither Party may otherwise transfer or assign this Agreement, in whole or in part, without the other Party's written consent. Such consent shall not be unreasonably withheld.

(c) **Choice of law**

This Agreement shall be interpreted, construed and enforced in accordance with Federal law.

(d) **Entire agreement**

This Agreement, including documents expressly incorporated by reference, constitutes the entire agreement between the Parties. It supersedes all previous communications, representations, or contracts, either written or oral, which purport to describe or embody the subject matter of this Agreement.

(e) **Freedom of information act (FOIA)**

BPA may release information provided by Bonners Ferry to comply with FOIA or if required by any other federal law or court order. For information that Bonners Ferry designates in writing as proprietary, BPA will limit the use and dissemination of that information within BPA to employees who need the information for purposes of this Agreement.

(f) **No third party beneficiaries**

This Agreement is made and entered into for the sole benefit of the Parties, and the Parties intend that no other person or entity shall be a direct or indirect beneficiary of this Agreement.

(g) **Uncontrollable forces**

The Parties shall not be in breach of their respective obligations to the extent the failure to fulfill any obligation is due to an Uncontrollable Force.

“Uncontrollable Force” means an event beyond the reasonable control of, and without the fault or negligence of, the Party claiming the Uncontrollable Force, that prevents that Party from performing its contractual obligations under this Agreement and which, by exercise of that Party’s reasonable care, diligence and foresight, such Party was unable to avoid. Uncontrollable Forces include, but are not limited to:

- (1) strikes or work stoppage;
- (2) floods, earthquakes, or other natural disasters; terrorist acts; and
- (3) final orders or injunctions issued by a court or regulatory body having competent subject matter jurisdiction which the Party claiming the Uncontrollable Force, after diligent efforts, was unable to have stayed, suspended, or set aside pending review by a court of competent subject matter jurisdiction.

Neither the unavailability of funds or financing, nor conditions of national or local economies or markets shall be considered an Uncontrollable Force. The economic hardship of either Party shall not constitute an Uncontrollable Force. Nothing contained in this provision shall be construed to require either Party to settle any strike or labor dispute in which it may be involved.

If an Uncontrollable Force prevents a Party from performing any of its obligations under this Agreement, such Party shall: (1) immediately notify the other Party of such Uncontrollable Force by any means practicable and confirm such notice in writing as soon as reasonably practicable; (2) use its best efforts to mitigate the effects of such Uncontrollable Force, remedy its inability to perform, and resume full performance of its obligation hereunder as soon as reasonably practicable; (3) keep the other Party apprised of such efforts on an ongoing basis; and (4) provide written notice of the resumption of performance. Written notices sent under this section must comply with Exhibit A, Notices.

(h) **Waivers**

No waiver of any provision or breach of this Agreement shall be effective unless such waiver is in writing and signed by the waiving Party, and any such waiver shall not be deemed a waiver of any other provision of this Agreement or any other breach of this Agreement.

**11. SIGNATURES**

This Agreement may be executed in several counterparts, all of which taken together will constitute one single agreement, and the Agreement may be executed and delivered electronically. The parties have executed this Agreement as of the last date indicated below.

CITY OF BONNERS FERRY

UNITED STATES OF AMERICA  
Department of Energy  
Bonneville Power Administration

By:

\_\_\_\_\_

By:

\_\_\_\_\_

Title:

\_\_\_\_\_

Title:

Manager, Transmission Sales  
\_\_\_\_\_

If opting out of the electronic signature:

By:

\_\_\_\_\_

Name:

\_\_\_\_\_  
*(Print/Type)*

Title:

\_\_\_\_\_

Date:

\_\_\_\_\_

**EXHIBIT A  
NOTICES**

1. **REQUESTS FOR ASSISTANCE AND NOTICES OF AN OPERATING NATURE**

Any notice or other communication related to this Agreement shall be delivered in person, or with proof of receipt by email, facsimile, First Class mail or overnight delivery service. Notices are effective on the date received. Either party may change the contact information by providing notice of such change to the following person and address:

**To City of Bonners Ferry:**

7232 Main Street  
Bonners Ferry, ID 83805  
Attention: Mike Klaus  
Title: City Engineer/Administrator  
Phone: (208) 267-0357  
E-mail: [mklaus@bonnersferry.id.gov](mailto:mklaus@bonnersferry.id.gov)

**To Bonneville Power Administration:**

(a) **To request Assistance of personnel, material, equipment, supplies and/or tools, contact the BPA representative in the order listed below:**

- (1) District Manager: (509) 468-3101
- (2) Dispatch with Primary Jurisdiction for the Customer:

Munro Dispatch:  
Phone: (509) 465-1820  
or (509) 465-0315  
Fax: (509) 466-2444

- (3) Dispatch with Alternate Jurisdiction:

Dittmer Dispatch:  
Phone: (360) 418-2281  
or (360) 418-2280  
Fax: (360) 418-2938

- (4) Chief Substation Operator: (509) 468-3129
- (5) Transmission Customer Service Engineer:  
(509) 822-4602
- (6) Transmission Account Executive:  
(360) 607-8411 or (360) 619-6005

(b) **To request Assistance for materials-only, contact the BPA Representative in the order listed below:**

- (1) BPA Logistics Services Foreman:  
(360) 907-4217
- (2) Traffic Management Specialist:  
(360) 518-0784

2. **ADMINISTRATIVE CONTACTS**

Any notice or other communication related to this Agreement, other than notices of an operating nature (Section 1 above), shall be delivered in person, or with proof of receipt by email, facsimile, First Class mail or overnight delivery service. Notices are effective on the date received. Either party may change the contact information by providing notice of such change to the following person and address:

**To City of Bonners Ferry:**

7232 Main Street  
Bonners Ferry, ID 83805  
Attention: Mike Klaus  
Title: City Engineer/Administrator  
Phone: (208) 267-0357  
E-mail: [mklaus@bonnersferry.id.gov](mailto:mklaus@bonnersferry.id.gov)

**To Bonneville Power Administration:**

**To request a Reimbursable Agreement**

Attention: Transmission Account Executive for City  
of Bonners Ferry – TSE/TPP-2  
Phone: (360) 619-6016  
Fax: (360) 619-6940  
E-mail: [txsalescontracts@bpa.gov](mailto:txsalescontracts@bpa.gov)

**By First Class Mail:**

Bonneville Power Administration  
P.O. Box 61409  
Vancouver, WA 98666-1409

**By Overnight Delivery Service:**

Bonneville Power Administration – TSE/TPP-2  
905 NE 11<sup>th</sup> Avenue  
Portland, OR 97232

3. **CHANGES IN NOTICES**

If either Party revises its contact information, that Party shall notify the other Party within 3 business days and such notice shall be deemed to have been received if delivered in person, in writing, by email, facsimile, First Class mail or overnight delivery services. BPA shall revise this Exhibit upon such notice.

06A

Contract No. 14-03-37072

8-1-73

RECIPROCAL OPERATING  
 AND  
EMERGENCY REPAIR AGREEMENT  
 executed by the  
UNITED STATES OF AMERICA  
DEPARTMENT OF THE INTERIOR  
 acting by and through the  
BONNEVILLE POWER ADMINISTRATOR  
 and  
CITY OF BONNERS FERRY, IDAHO

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This RECIPROCAL OPERATING AND EMERGENCY REPAIR AGREEMENT, executed Sept. 17, 1973, by the UNITED STATES OF AMERICA (Government), Department of the Interior, acting by and through the BONNEVILLE POWER ADMINISTRATOR (Administrator), and CITY OF BONNERS FERRY, IDAHO (City), a municipal corporation organized under the laws of the State of Idaho,

W I T N E S S E T H:

WHEREAS the parties hereto executed Contract No. 14-03-001-10686 providing for certain system operations between the parties hereto, and the parties desire to replace such agreement with the terms and conditions set forth herein; and

WHEREAS the parties hereto own, operate, and maintain their respective transmission systems, consisting of transmission lines, substations, and related facilities; and

WHEREAS it is in the best interests of the parties hereto to provide for the furnishing of operation services on a reciprocal basis, and in addition, to provide for emergency repair of electrical facilities on a reciprocal basis; and

WHEREAS the Administrator is authorized pursuant to law to dispose of electric power and energy generated at various federal hydroelectric projects in the Pacific Northwest and to enter into related agreements;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Termination of Agreement. Said Contract No. 14-03-001-10686 is hereby terminated as of the effective date hereof, but all liabilities accrued thereunder are hereby preserved.

2. Term of Agreement. This agreement shall be effective on the date of execution, and shall continue until terminated by a 30-day prior written notice by either party to the other; provided, however, that either party's obligation under sections 5 and 6 with respect to services performed prior to such termination shall continue until fully performed.

3. Exhibit. Exhibit A is by this reference incorporated herein and made a part of this agreement. The City shall be the Contractor as that term is used in Exhibit A.

4. Operation and Repair of Facilities. Subject to the other conditions contained herein, either party hereto will, upon request, render assistance in operation of or emergency repair to electrical facilities owned or controlled by the party requesting service hereunder (Requesting Party), to the extent that the party requested to render assistance hereunder (Performing Party) determines in its sole discretion that qualified personnel and adequate equipment are available for this purpose. Such requests may be submitted whenever circumstances regarding operation or repair are such that it would cause undue delay for the Requesting Party to dispatch its crews to effect the necessary operation or repair. Requests for assistance shall be made on behalf of the Administrator by his power dispatcher, and on behalf of the City by its system dispatcher.

(a) Operation.

(1) Each party hereto shall provide the other party six copies of one-line electrical diagrams of substations, switching stations and sectionalizing switches, to be operated hereunder, showing switch identification numbers and detailing the arrangement of installed equipment. Such diagrams shall be replaced as necessary because of system changes.

(2) Upon acceptance of a request for operating services, the Performing Party shall perform such operations with reasonable dispatch at said substations, switching stations and sectionalizing switches in accordance with such requests. Written operating instructions posted in said substations and switching stations shall be observed by the employees of the Performing Party and shall be considered to constitute orders of the Requesting Party. Such operating instructions shall be reviewed from time to time by designated operating personnel of both parties hereto to



determine if such instructions are adequate for service hereunder. The operating services to be performed hereunder shall consist principally of the operation of circuit breakers and disconnect switches, changing of high voltage fuses, and reading meters. After completion of each operating service the Performing Party shall securely lock the substation, switching station or sectionalizing switch.

(b) Repair.

(1) Upon acceptance of a request for emergency repair service, the Performing Party shall perform with reasonable dispatch the repairs to the facilities as requested by the Requesting Party, in accordance with special information which may be supplied with such request. All such calls for service shall, to the extent possible, describe the details of the repairs needed, the type of equipment and number of men necessary to effect the repairs.

(2) The Performing Party providing the repair crew and equipment shall furnish a foreman or other person who shall be directly in charge of the crew; provided, however, that the Requesting Party shall provide the Performing Party any necessary instructions or specialized information that will facilitate making repairs hereunder.

(3) Each party agrees to use its best effort to assure that all repair work performed hereunder will be done in accordance with usual utility practices; provided, however, that no express or implied warranties are given with respect to such repair work.

5. Payment. The Requesting Party shall reimburse the Performing Party the actual cost of performing such work and supplying any material as determined in accordance with the Performing Party's customary utility accounting procedures within 30 days from receipt of an itemized statement of such cost including overhead reasonably allocable thereto; provided, however, that neither

party shall receive reimbursement for switching operations performed to test for trouble or to clear for maintenance on its own system. The Requesting Party may replace material in kind in lieu of reimbursing the Performing Party.

6. Liability.

(a) Each party agrees that it has constructed and will operate, maintain and use its equipment which it requests be operated and maintained or repaired by the other party pursuant to this agreement in conformance with accepted electric utility practices, and that the party performing the services hereunder shall not be responsible for any failure to maintain said facilities in such condition.

(b) If the Performing Party, prior to performing its duties hereunder, determines that the Requesting Party has not constructed, operated, maintained or used its equipment to be operated and maintained or repaired by the Performing Party in conformance with accepted utility practices, the Performing Party shall not be obligated to perform hereunder, and the Requesting Party shall have no obligation under this agreement to modify such equipment or change its construction, operation, maintenance or use procedures due to such determination by the Performing Party.

(c) Each party agrees that the Performing Party shall not be liable for any damage or consequences whatsoever resulting from any refusal to render service, or any failure or delay in offering to make personnel or equipment available.

(d) Each party agrees that employees of the Performing Party remain solely such party's employees and under such party's supervision and control when performing any services under this agreement. The Performing Party agrees to indemnify, save and hold the Requesting Party, its employees and representatives, harmless from any and all liability or claims of liability, for injuries or damages sustained by the Performing Party's employees, resulting from the exercise of any of the rights or performance of any of the services under this agreement, except

where such injuries or damages result from the sole negligence of the Requesting Party, its employees or representatives.

(e) The Requesting Party agrees to indemnify, save and hold the Performing Party, its employees and representatives, harmless from any and all liability or claims of liability for injuries or damages sustained by the employees of the Requesting Party, or by any third person, resulting from the performance of the services under this agreement, except where such injuries or damages result from the sole negligence of the Performing Party, its employees or representatives.

IN WITNESS WHEREOF the parties hereto have executed this agreement in several counterparts.

UNITED STATES OF AMERICA  
Department of the Interior

(SEAL)

By Norman A. Helquist  
Bonneville Power Administration  
Spokane Area Manager

CITY OF BONNERS FERRY, IDAHO

(SEAL)

By James P. Sims  
Title President of the Council

ATTEST

By Verlet Lande  
Title City Clerk

(12-3-69)

PROVISIONS REQUIRED BY STATUTE OR EXECUTIVE ORDER1. Contract Work Hours and Safety Standards.

This contract, to the extent that it is of a character specified in the Contract Work Hours and Safety Standards Act (Public Law 87-581, 76 Stat. 357-360, as amended) and is not covered by the Walsh-Healey Public Contracts Act (41 U. S. C. 35-45), is subject to the following provisions and to all other provisions and exceptions of said Contract Work Hours and Safety Standards Act.

(a) No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he is employed on such work, to work in excess of eight hours in any calendar day or in excess of forty hours in any workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, whichever is the greater number of overtime hours.

(b) In the event of any violation of the provisions of subsection (a), the Contractor and any subcontractor responsible for such violation shall be liable to any affected employee for his unpaid wages. In addition, such Contractor or subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed, with respect to each individual laborer or mechanic employed in violation of the provisions of subsection (a), in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of eight hours or in excess of forty hours in a workweek without payment of the required overtime wages.

(c) The Administrator may withhold, or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor, the full amount of wages required by this contract and such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for liquidated damages as provided in subsection (b).

(d) No contractor or subcontractor contracting for any part of the contract work shall require any laborer or mechanic employed in the performance of the contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation based on proceedings pursuant to section 553 of title 5, United States Code, provided that such proceedings include a hearing of the nature authorized by said section.

(e) The Contractor shall require the following subsections (a), (b), (c), (d) and this subsection (e) to be inserted in all subcontracts.

(f) The Contractor shall keep and maintain for a period of three (3) years from the completion of this contract the information required by 29 CFR § 516.2(a). Such material shall be made available for inspection by authorized representatives of the Government, upon their request, at reasonable times during the normal work day.

2. Convict Labor. The Contractor shall not employ any person undergoing sentence of imprisonment at hard labor.

3. Equal Opportunity. Unless exempted pursuant to the provisions of Executive Order 11246 of September 24, 1965 and the rules, regulations and relevant orders of the Secretary of Labor thereunder, during the performance of this contract, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Administrator setting forth the provisions of this equal opportunity clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Administrator, advising the labor union or worker's representative of the Contractor's commitments under this equal opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor,

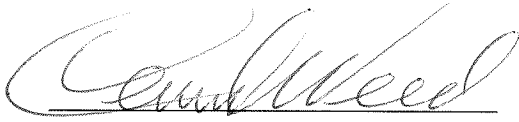
or pursuant thereto, and will permit access to his books, records, and accounts by the Administrator and the Secretary of Labor for purposes of investigations to ascertain compliance with such rules, regulations and orders.

(f) In the event of the Contractor's noncompliance with the equal opportunity clause of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

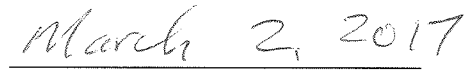
(g) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Administrator may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Administrator, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. Interest of Member of Congress. No Member of or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom. Nothing, however, herein contained shall be construed to extend to such contract if made with a corporation for its general benefit.

I, Dennis Weed, request approval from Bonners Ferry City Council to waive vacation, personal leave, sick leave, and holiday pay. In place of these benefits I request the use of compensated leave time (comp time).

A handwritten signature in cursive script that reads "Dennis Weed". The signature is written in black ink and is positioned above a horizontal line.

Dennis Weed

A handwritten date in cursive script that reads "March 2, 2017". The date is written in black ink and is positioned above a horizontal line.

Date





**CITY OF BONNERS FERRY SEWER FUND**

**MONTHLY FINANCIAL AND OPERATING REPORT**

REPORT FOR THE MONTH OF: *January, 2017*

	SALES	DOLLARS		Cubic Feet Sold		# of Cust. This Month
		This Month	Year to Date	This Month	Year to Date	
1	Residential	\$31,005	\$114,486			1,008
2	Commercial - small	\$19,120	\$68,711			203
3	Commercial - large	\$11,777	\$42,239			70
4	Interdepartmental	\$30	\$107			1
5	Wholesale					
6	Industrial	\$59	\$213			2
7	Pumping & Drainage					
8						
9	Total (1 thru 7)	\$61,991	\$225,756	0	0	1,284
<b>INCOME STATEMENT</b>						
<b>OTHER REVENUES</b>						
10	Junk or Salvage Sold					
11	Flusher Truck Rental		\$279			
12	Misc. Sewer Revenue					
13	Connect Fees		\$894			
14	Grant Revenue					
15	Total Misc. Revenue (10 thru 14)	\$0	\$1,173			
16	Total Operating Revenue (9 + 15)	\$61,991	\$226,929			
<b>OPERATING EXPENSES</b>						
17	Pumping & Lift	\$3,132	\$12,063			
18	Treatment	\$6,848	\$44,802			
19	Dredging		\$2,346			
20	Transmission	\$53	\$4,336			
21	Distribution	\$1,306	\$9,106			
22	Collection					
23	Operation Lines		\$944			
24	Maintenance of Lines	\$117	\$117			
25	Structure Maintenance		\$59			
26	Customer Service					
27	Customer Accounting	\$128	\$599			
28	Rolling Equipment	(\$620)	\$2,778			
29	General & Administrative	\$4,307	\$19,653			
30	General Property Maintenance	\$60	\$60			
31	Total Operating Expenses(17 thru 30)	\$15,331	\$96,863			
				1. Total operating Revenue (line 15)	\$61,991	\$226,929
				2. Operating revenue deductions:		
				3. Total operating expenses (line 28)	\$15,331	\$96,863
				4. Depreciation	\$5,700	\$22,800
				5. Amortization	\$3,100	\$11,346
				6. Taxes (General Fund Transfer)		
				7. Tax equivalents (Interest to General Fund)		
				8. Total operating revenue deductions(3 thru 7)	\$24,131	\$131,009
				9. Operating Income (1 minus 8)	\$37,860	\$95,920
				<b>OTHER INCOME</b>		
				10. Interest	\$104	\$339
				11. Misc. Non-operating revenue (net)	\$18	\$161
				12. Total other income (10 + 11)	\$122	\$500
				13. Gross Income (9 + 12)	\$37,982	\$96,420
				14. Interest on long term debt		
				15. Interest on investment of municipality		
				16. Miscellaneous income deductions		
				17. Total income deductions (14 thru 16)	\$0	\$0
				18. Net Income (13 minus 17)	\$37,982	\$96,420



## Kris Larson

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**From:** Adam Rush <Adam.Rush@itd.idaho.gov>  
**Sent:** Monday, February 27, 2017 3:19 PM  
**To:** Kris Larson  
**Subject:** Hello Kris (Adam Rush from ITD e-mailing public hearings press release)

Good afternoon Kris,

Any help/assistance sharing the press release below with the mayor, city council members and the street/bridge department is appreciated.

Sincerely,  
Adam Rush  
Public Involvement Coordinator  
Idaho Transportation Department  
Office of Communication  
Direct Line: 1-208-334-8119  
E-mail Address: [adam.rush@itd.idaho.gov](mailto:adam.rush@itd.idaho.gov)



2/27/2017

Contact:  
Adam Rush  
Public Involvement Coordinator  
(208) 334-8119  
[adam.rush@itd.idaho.gov](mailto:adam.rush@itd.idaho.gov)

### **Public hearings set in second week of March on applications to allow 129,000-pound trucks on northern Idaho highways**

COEUR D'ALENE - Public hearings will be held **in the second week of March** to take comment on applications allowing trucks weighing up to 129,000 pounds on sections of U.S. 95, Idaho 1, U.S. 2, Idaho 41 and Idaho 54.

These shipments are reducible, meaning cargo or goods can be removed to make a shipment lighter.

Comments will be taken on applications to allow trucks on U.S. 95 from the Latah County/Benewah County line to the Canadian border (Milepost 371 to Milepost 538), Idaho 1 between Pioneer Road and the Canadian border (Milepost 0 to Milepost 11.17), Idaho 1 between U.S. 95 to Pioneer Road (Milepost 521 to Milepost 522), U.S. 2 between U.S. 95 and the Montana border (Milepost 64 to Milepost 80), U.S. 2 between U.S. 95 and the Washington border, which is Milepost 0 to Milepost 28. Additional milepost locations in this route application include Milepost 29.7 to Milepost 29.8, and Milepost 475 to Milepost 475.7 to ensure access to and from U.S. 95.

Route applications also include Idaho 41 between its intersection with Idaho 54 and its intersection with U.S. 2 (Milepost 18.9 to Milepost 39), and Idaho 54 between its intersection with Idaho 41 and its intersection with U.S. 95 (Milepost 0 to Milepost 8).

The hearings will be in Coeur d'Alene on **Tuesday, March 7**, from 4 p.m. to 7 p.m., at the Idaho Transportation Department district headquarters, 600 W. Prairie Avenue, in Bonners Ferry on **Thursday, March 9**, from 4 p.m. to 7 p.m. at the Bonners Ferry Visitors Center, 7198 Highway 95 in Bonners Ferry and in Sandpoint on **Saturday, March 11**, from 11 a.m. to 2 p.m. at the Community Plaza, 231 N. Third Avenue in Sandpoint.

There will be an opportunity to give verbal or written testimony at the public hearings.

Those interested in reviewing the applications before the hearings can visit [itd.idaho.gov/freight/?target=129000-lbs-route-requests](http://itd.idaho.gov/freight/?target=129000-lbs-route-requests), and click on 129k Pending Route Requests.

Those interested in submitting comments before or after the hearings can do so by visiting the webpage. Comments also can be e-mailed to [adam.rush@itd.idaho.gov](mailto:adam.rush@itd.idaho.gov), or mailed to: Adam Rush, Idaho Transportation Department, 3311 W. State St., Boise, ID 83703. Comments on the applications will be received through Thursday, March 30, 2017.

Those with questions about the route applications can send an e-mail to [adam.rush@itd.idaho.gov](mailto:adam.rush@itd.idaho.gov) or call (208) 334-8119.

# NOTICE OF TORT

## For Damage or Injury

ATTENTION:

This form is to be completed by the claimant and is a requirement that if used, be presented to and filed with the clerk or secretary of the public entity involved. This form is being provided as a courtesy to assist you in filing your claim. Providing this form to you, is not an admission nor shall it be construed to be an admission of liability or an acknowledgement of the validity of a claim by the political subdivision. Legal requirements for filing claims can be found in the Idaho Code: Title 6, Chapter 9. All claims must be filed promptly and in writing.

Name: Linda Baxter

Address: 6243 Colorado St

City: Bonnars Ferry State: FD Zip Code: 83805

Address for the Six Months Prior to the Date of the Damage or Injury Occurred:

Home Number: (208) 946-0270 Work Number: ( )

Date of Incident: during Snow storm Time: \_\_\_\_\_ A.M. or P.M.

Location of Occurrence: 6243 Colorado St Bonners Ferry

Injuries that Resulted: \_\_\_\_\_

Provide a Description of What Happened: Snow plow piled snow up  
(Please attach any additional information you deem necessary)

against and on my 4ft fence in front of my house covering approx 45 foot section of it basically destroying it. Couldn't see the damage until some of the snow melted.

RECORDED

FEB 28 2017

I hereby certify that I have read the above information and it is true and correct to the best of my knowledge.

I hereby make a claim against City of Bonners Ferry (a public entity)  
for damage to fence in the amount of Unknown damage  
(damage, injury, etc.)

If you were injured and you are on medicare/medicaid, please fill out the following as required by 42 U.S. C. 1395.

Date of Birth 5-6-58

SSN [REDACTED]

Medicare/Medicaid Number \_\_\_\_\_

Signature: Linda Baxter

Date: 2/28/17