

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. Special accommodations to see, hear, or participate in the public meeting should be made at City Hall within two days of the public meeting.

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 October 17, 2017 7:00 p.m.

PLEDGE OF ALLEGIANCE

GUESTS

PUBLIC HEARING

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 October 3, 2017 Council Meeting Minutes

OLD BUSINESS

5. City - Second Reading of Ordinance Repealing and Replacing City Code Title 3, Chapter 4, Pertaining to Door to Door Solicitation and Sales in City of Bonners Ferry (attachment)

NEW BUSINESS

6. City – Authorize Mayor to Sign Employment Agreement with Dennis Weed (attachment)
7. Fire – Authorize Mayor to Sign Fiscal Year 2018 Fire Protection Contract with the Kootenai Tribe of Idaho (attachment)
8. City – Authorize Mayor to Sign Professional Services Contract with Panhandle Area Council for Grant Writing and Administration (attachment)
9. Electric – Authorize Mayor to Sign Agreement with American Utility & Residential Tree Service for Tree Trimming (attachment)

10. City – Approve Catering Permit for Rusty Moose Tavern and Grill for the Boundary County Museum Fundraising Dinner on October 28, 2017 at the Museum (attachment)
11. Water/Sewer – Approval to Advertise for Position (attachment)
12. Street – Authorize Mayor to Sign Maintenance Agreement with Idaho Transportation Department for Highway US-95 (attachment)
13. Street – Authorize Mayor to Sign Contract with JUB Engineers for the Transportation Plan and Approve the Scope of Work (attachment)
14. Electric – Approval to Purchase Bucket Truck and Declare 2006 Bucket Truck Surplus Property (attachment)
15. City – Approve Quote for Phone System and Authorize Mayor to Sign Contract with Advanced Communications dba DATATEL (attachment)
16. Electric – Adopt Resolution 2017-10-01 Bonneville Power Energy Conservation Program Administration Policy (attachment)
17. City – Discuss Fiber Network

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

18. City – PRIMA Training in Coeur d'Alene on November 1, 2017 (attachment)
19. Electric/Water/Sewer – Profit Loss Reports (attachment)
20. City – Avista Public Safety Awareness Program Information (attachment)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BONNERS FERRY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, REPEALING AND REPLACING BONNERS FERRY CITY CODE TITLE THREE, CHAPTER FOUR PERTAINING TO PERMITTING FOR DOOR TO DOOR SOLICITATION AND SALES WITHIN THE CITY OF BONNERS FERRY; PROVIDING FOR PENALTIES; PROVIDING SEVERABILITY; PROVIDING THAT THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, The Council has determined it in the interest of the citizens of Bonners Ferry to regulate the activities of door to door solicitors in order to protect against criminal activity, including fraud and burglary, to minimize the unwelcome disturbance of citizens and the disruption of privacy, and to otherwise preserve the public health, safety and welfare of citizens of the city

NOW THEREFORE, Be it ordained by the Mayor and the Council of the City of Bonners Ferry, Idaho, as follows:

Section 1: That Bonners Ferry City Code Title Three, Chapter 4 is hereby repealed.

Section 2: That Bonners Ferry City Code Title Three, Chapter 4 is hereby replaced to read as follows:

DOOR TO DOOR SOLICITATION

3-4-1: AUTHORIZATION:

This chapter is enacted pursuant to the city's general police power and the authority granted to cities by article 12, section 2 of the Idaho constitution and Idaho Code section 50-302.

3-4-2: PURPOSE:

The purpose of this chapter is to regulate the activities of door to door solicitors in order to protect against criminal activity, including fraud and burglary, to minimize the unwelcome disturbance of citizens and the disruption of privacy, and to otherwise preserve the public health, safety and welfare of citizens of the city.

This chapter is not intended to prohibit or hamper speech which is protected by the first amendment but merely to regulate specific activities which are commercial in nature. As such, the registration and background check provisions of this chapter do not apply to political or religious activities.

3-4-5: REGISTRATION REQUIRED:

It is unlawful for any person to solicit door to door without first registering with the city of Bonners Ferry and passing a background check, unless exempt by state or federal law.

For the purposes of this chapter, "door to door solicitation" means any unsolicited contact by a person with any person at a residence or dwelling in the city of Bonners Ferry for the purpose of selling any product or service, or soliciting orders for any product or service.

3-4-6: REGISTRATION FEE:

A registration fee and background check fee in the amounts set by resolution of the city council must be paid at the time the registration application is submitted.

3-4-7: REQUIRED INFORMATION:

Applicants for registration must present a current government issued photo identification to the city clerk, allow the clerk to take a photograph of the applicant, and fill out a registration application to be provided by the city clerk, including the following information:

- A. Name and permanent home address of the applicant;
- B. A brief description of the nature of the business and the goods or services to be sold or provided;
- C. Name and address of the person's employer, together with an explanation of the exact relationship between the person and the employer;
- D. Length of time for which the door to door solicitation will occur;
- E. A statement as to whether or not the person has been convicted of any crime or violation of any municipal ordinance, the nature of the offense and where the offense was committed.

3-4-8: REQUIRED BACKGROUND CHECK:

Persons convicted of a felony within five (5) years prior to the date of application are prohibited from door to door soliciting within the city limits of Bonners Ferry.

To determine eligibility, each applicant for registration must provide information and fingerprints necessary to obtain criminal history information from the Idaho state police and the federal bureau of investigation. Pursuant to Idaho Code section 67-3008, the City of Bonners Ferry will submit a set of fingerprints obtained from the applicant and the required fees to the Idaho State Police, Bureau of Criminal Identification, for a criminal records check of state and national databases. The submission of fingerprints and information required by this section will be on forms prescribed by the Idaho State Police. The City of Bonners Ferry is authorized to receive criminal history information from the Idaho State Police and from the Federal Bureau of Investigation for the purpose of evaluating the fitness of applicants for licensing. As required by state and

federal law, further dissemination or other use of the criminal history information is prohibited. Fees required for the criminal history check must be tendered at such time as the application is made.

3-4-9: TERM AND UPDATING PRODUCT INFORMATION:

- A. A new registration must be filed with the city clerk annually.
- B. Each registrant must submit a revised product and/or services description, on a form provided by the city clerk, before selling door to door any products or services not listed on the original registration application.

3-4-10: IDENTIFICATION AND DISPLAY OF REGISTRATION:

All registrants must visibly display the city issued proof of registration on the outside of their clothing any time they are soliciting within the city limits of Bonners Ferry.

3-4-11: PROHIBITED CONDUCT:

- A. No person, registered or not, shall solicit business at any home or business when such location has clearly posted any sign indicating that solicitation or peddling is prohibited.
- B. No person, registered or not, shall continue with door to door solicitation at any home or business when requested to leave by the owner, authorized agent of the owner, or any other person that resides or works on the premises.
- C. No person may provide false information on a registration or background check application.
- D. No person, registered or not, may conduct door to door solicitations before nine o'clock (9:00) A.M. or after eight o'clock (8:00) P.M.
- E. No person, registered or not, may misrepresent the purpose of or affiliation of those engaged in the solicitation, or make misrepresentations or false statements when conducting the solicitation.
- F. No person, registered or not, may represent that the City of Bonners Ferry endorses the solicitation.

3-4-12: EXEMPTIONS:

- A. The fee and background check provisions of this chapter do not apply to persons qualifying as a nonprofit business, including charitable activities, within the meaning of United States Internal Revenue Code. Possession of a certificate of such status from the Internal Revenue Service is required to qualify for this exemption.
- B. Further, this chapter shall not apply to occasional sales or fundraisers conducted by local schools, local youth groups, and local service organizations.

3-4-13: VIOLATIONS AND PENALTIES:

Any person violating any of the mandatory provisions or requirements of this chapter is guilty of an infraction or misdemeanor as follows:

- A. Initial violations of any provision are an infraction subject to a fine of one hundred dollars (\$100.00).
- B. Second and third violations of the same section are an infraction subject to a fine of three hundred dollars (\$300.00).
- C. Any additional violations of the same section are a misdemeanor punishable as provided in section 1-4-1 of this code.

Section 3: PROVISIONS SEVERABLE: The provisions of this Ordinance are hereby declared to be severable and if any provision of this Ordinance or application of such provision to any person or circumstance is declared invalid for any reason, such declaration shall not affect the validity of remaining portions of this Ordinance.

Section 4: EFFECTIVE DATE: This ordinance shall be effective upon its passage and publication in the manner provided by law.

APPROVED by the Mayor and City Council of the City of Bonners Ferry this _____ day of _____, 2017.

CITY OF BONNERS FERRY, IDAHO

BY: _____
David Sims, Mayor

Attest:

Kris Larson, Clerk

EMPLOYMENT AGREEMENT

THIS AGREEMENT is entered into on this _____ day of _____, 2017, by and between the CITY OF BONNERS FERRY, (hereinafter "CITY"), a municipal corporation of the State of Idaho and DENNIS WEED, (hereinafter "EMPLOYEE").

The parties agree as follows:

1. **EMPLOYMENT STATUS:** EMPLOYEE shall be classified as an employee of the CITY for all purposes including, but not limited to: payroll deductions, insurance coverage by City's insurer, applicability of City policies and procedures, and coverage as an employee for acts in his official capacity under the Idaho Tort Claims Act. Nothing in this Agreement shall be construed in such a manner to suggest that EMPLOYEE is an independent contractor.
2. **DUTIES:** Through the course of employment with the CITY, EMPLOYEE agrees to perform various duties related to economic development. These duties shall be as determined by the Economic Development Council Board.
3. **COMPENSATION AND TERMS:**
 - a. **MONETARY COMPENSATION:** This Agreement shall include hourly compensation of the rate of \$20.20 per hour. Compensation is to be paid every two (2) weeks in accordance with the CITY payroll schedule.
 - b. **BENEFITS:** EMPLOYEE opts to waive medical coverage under the CITY'S medical plan. EMPLOYEE and CITY shall also make contributions to EMPLOYEE'S PERSI account in the legally mandated amounts.
 - c. **VACATION, SICK, PERSONAL LEAVE WAIVER:** EMPLOYEE opts to waive the accumulation of vacation, sick, and personal time under the CITY'S normal policy of accrual.
 - d. **COMPENSATORY TIME IN LIEU OF OVERTIME:** EMPLOYEE opts to accrue compensatory time in lieu of overtime wage payment for any hours worked in excess of forty hours in a given work week. Compensatory time shall accrue at the rate of time and a half. Any unused compensatory time shall be discharged after six months of non-use.
4. **TERM OF CONTRACT:**
 - a. **TERM:** The term of this Agreement shall be one year from the date of signing by both parties and shall renew automatically on a yearly basis unless a new agreement is negotiated by the parties.
 - b. **EARLY TERMINATION:** Either party may terminate the Agreement with thirty (30) days written notice.
5. **APPLICABILITY OF CITY POLICIES:** EMPLOYEE shall be bound by all City policies established and distributed to employees including the Personnel Policy of the City of Bonners Ferry.

6. **CHOICE OF LAW**: Any dispute under this Agreement or related to this Agreement shall be decided in accordance with the laws of the State of Idaho.
7. **NON-APPROPRIATION**: Should CITY fail to appropriate funds contemplated under this contract, the contract may be terminated based upon this non-appropriation following notice of termination as contemplated in this agreement.
8. **NON-WAIVER**: Failure of either party to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.
9. **ENTIRE AGREEMENT**: This is the entire Agreement of the parties and can only be modified or amended in writing by both parties.
10. **SEVERABILITY**: If any part of this Agreement is held unenforceable, the remaining provisions of the Agreement shall nevertheless remain in full force and effect.

IN WITNESS THEREOF, the CITY, by and through its officers, and the EMPLOYEE have set their respective hands on this Agreement the day and year first set forth above.

CITY OF BONNERS FERRY:

EMPLOYEE:

David Sims, Mayor

Dennis Weed

Attest:

Kris Larson, City Clerk

CONTRACT FOR FIRE PROTECTION SERVICES

The purpose of this Contract is to provide fire protection on that portion of the Kootenai Indian Reservation located within the exterior corporate boundaries of the City of Bonners Ferry, Idaho, including all Tribe-owned lands therein held in trust by the United States or subject to a federal restriction on alienation.

PARTIES

This Contract is entered into by the Kootenai Tribe of Idaho (hereinafter "TRIBE") and the City of Bonners Ferry, a municipality organized under the laws of the State of Idaho, (hereinafter "CITY") to carry out provisions of the Self-Governance Compact between the Tribe and the United States Department of the Interior Bureau of Indian Affairs (hereinafter "GOVERNMENT").

FIRE PROTECTION SERVICES AND PROGRAMS TO BE PERFORMED.

A.

SCOPE OF SERVICES

The CITY shall be responsible for providing fire protection to that portion of the Kootenai Indian Reservation covered by this Contract in the same manner and to the same extent as it provides fire protection to other portions of Bonners Ferry, Idaho over which it has fire protection responsibilities.

The TRIBE agrees to maintain the property covered by this Contract in accordance with the Uniform Fire Code (UFC) as adopted by the State of Idaho. In the event that the TRIBE shall maintain or modify existing facilities or construct new facilities in a manner that is in violation of the UFC, the CITY, by written notice, may require the TRIBE to bring the facilities into compliance and, if the TRIBE fails or refuses to do so within sixty (60) days of mailing or personal service of such notice, may terminate all of their fire protection and suppression duties contracted for by this Contract.

B.

FIRE HYDRANTS

The TRIBE authorizes the CITY to use the fire hydrants of the TRIBE in its performance of this Contract.

The TRIBE shall pay additionally for all maintenance and replacement costs of the fire hydrants and servicing lines owned by the TRIBE. This work will be done by the CITY. Any work over FOUR HUNDRED DOLLARS (\$400.00) will require prior authorization from the TRIBE, unless it is of an emergency nature to preserve the system and/or prevent risk of damage, destruction or injury to persons or property.

C.

PROGRESS AND FINAL REPORTS

The CITY shall submit an Annual Narrative report of the number of incidents on the Reservation and the response provided.

GENERAL TERMS AND CONDITIONS

A.

SUPPLIES, EQUIPMENT & FACILITIES

At its expense, the CITY shall furnish all supplies, equipment and facilities needed to perform the services, functions and programs contracted to be performed. No supplies equipment or facilities will be furnished by the TRIBE unless otherwise expressly provided herein.

B.

CONTRACT TERM

The period of this Contract shall be the period beginning October 1, 2017 and ending September 30, 2018 subject to termination at any time upon thirty (30) days written notice by either party. This Contract may be modified in writing by mutual consent of both parties.

C.

CONTRACT AMOUNT

CITY shall receive compensation for services provided under this Contract in the amount of twenty-two thousand one hundred fifty United States dollars (US\$22,150.00 -- \$1845.83/month), which amount shall be prorated from the date of signature of both parties.

D.

DISPUTES

Disputes arising under this contract shall be resolved by binding arbitration through the United States Department of the Interior Bureau of Indian Affairs or, at the option of either party, through binding arbitration conducted before a panel of three arbitrators in which each party chooses one arbitrator who shall then choose the third member of the panel.

E.

INDEMNIFICATION

To the extent not covered by the Federal Tort Claims Act or any insurance policy possessed by the City, the Tribe agrees to indemnify the City for any claims for damages or injuries brought by third parties for factual situations arising from City's operation under or intended operation under this Agreement. The Tribe agrees to name City, its elected and appointed officials and employees as additional names insured on all policies providing liability coverage at the Reservation. The Tribe will provide the City a Certificate of Insurance showing the limits of all policies as well as showing the additional named insured provision and agrees to notify the City within ten (10) days in writing should any of the policies be canceled or not renewed.

Nothing in this Agreement shall waive the requirements of or increase the liability limits established by Idaho Code Chapter 9 of Title 6 as it now exists or may hereafter be amended.

F.

PAYMENT IN LIEU OF TAXES

It is understood between the parties that services rendered under this Contract directly or indirectly are in lieu of taxes, and that if real or personal property taxes are ultimately paid by the TRIBE to the CITY for TRIBE-owned property, all or part of the payments described herein will be subject to rebate dollar for dollar. In the event that all categories of taxes for business and property on non-Indian lands shall become applicable to the property and business subject of this Contract, for the period such taxes are paid payments herewith shall be fully refunded and the Contract shall automatically terminate.

G.

VOLUME CONSIDERATION

This Contract is entered into based upon the assumption that the facilities owned and operated by the TRIBE are as they now exist. In the event that, during the term of this Contract, the TRIBE shall modify its facilities to increase its capacity, it is anticipated that there may be a corresponding increase in the demand for the CITY's services as contracted for by this Contract. In such event, the parties agree to renegotiate the compensation to provide for an appropriate increase and the rate paid to the CITY for the services that the CITY hereby agrees to provide.

H.

TRIBAL COOPERATION

The TRIBE will cooperate with the CITY authorities and employees responsible for the performance of the duties herein. The TRIBE will make available to the CITY's officers and employees the necessary records, personnel and access to facilities, which are owned, possessed, maintained or employed by the TRIBE and failure to provide such will relieve the CITY of its duties under this Agreement.

I.

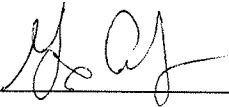
HOLD OVER CLAUSE

In the event that this Contract is not timely renewed, its terms and provisions shall continue and services shall continue to be provided until the TRIBE or the CITY provide notice of its cancellation. It is agreed that the CITY shall be reimbursed at the original Contract rate until such time as a new Contract has been executed, at which time the TRIBE shall retroactively reimburse the CITY at the new rate.

DATED this 4th day of October, 2017.

KOOTENAI TRIBE OF IDAHO

Attest:

By: 

Gary Aitken, Jr., Chairman

By: _____

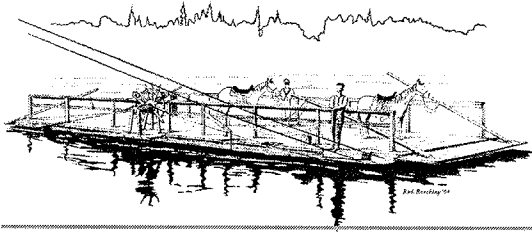
Velma Bahe, Secretary

CITY OF BONNERS FERRY

Attest:

By: _____

By: _____



CITY OF BONNERS FERRY

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

Memo

To: Mayor and City Council
From: Kris Larson, Clerk/Treasurer
Date: 10/12/17
Re: Agreement with Panhandle Area Council

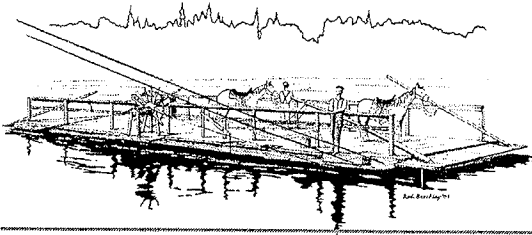
At the September 20, 2016 Council Meeting we approved Panhandle Area Council (PAC) to be the grant writer for the City of Bonners Ferry. Please see the memo that was in the council packet. We did not have the contract in place for the Mayor to sign at that meeting.

Sherri from PAC sent up the contract that needs the Mayor's signature. It is for grant writing and administrative services for a three year period starting October 1, 2016.

If you have any questions, please let me know.

Thank you,

Kris



CITY OF BONNERS FERRY

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

Memo

To: Mayor and City Council
From: Kris Larson, Clerk/Treasurer
Date: 09/20/16
Re: Grant Writing and Administrative Services

The City advertised for Request for Proposals for Administrative Services. This was for assistance in project development, grant writing and grant administration for all public facility, economic development, senior center and imminent threat type projects for a three year period within the City.

We received two proposals. One from Panhandle Area Council and the other was from Stephen Drinkard.

Mike Klaus, Lisa Ailport, and I interviewed both candidates and judged them based on capability, experience, qualifications, approach and schedule, and selection committee interview. Please find attached the summary of our evaluations. We selected Panhandle Area Council.

Please call Mike, Lisa, or me if you have any questions.

Thank you,

Kris

PROFESSIONAL SERVICES CONTRACT
between
the City of Bonners Ferry and Panhandle Area Council, Inc.
for the
Three-Year Term Grant Writing and Administration Projects

This Contract is entered into this 1st day of October, 2016 by and between the City of Bonners Ferry, a political subdivision of the State of Idaho whose address is PO Box 149, Bonners Ferry, Idaho, herein referred to as the "CITY" and Panhandle Area Council, Inc., 11100 N. Airport Drive, Hayden, Idaho, 83835, herein referred to as the "CONTRACTOR," Witnesseth:

WHEREAS, the CITY intends to apply for state and/or federal grants for the receipt of grant funds for the purpose of economic development, public facilities, senior/community center and/or imminent threat projects within the city limits of Bonners Ferry, Idaho; and

WHEREAS, the CITY desires to engage the CONTRACTOR to render certain services related to the grant administration of the above described projects; and

WHEREAS, the CITY has complied with provisions for soliciting of contractors as cited in OMB Circular A-102; and

WHEREAS, in order to assure effective management of the above project, it is deemed to be in the best interests of the CITY to enter into an agreement with the CONTRACTOR as hereinafter provided;

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

1. **EMPLOYMENT OF CONTRACTOR.** The CITY agrees to engage the CONTRACTOR, and the CONTRACTOR agrees to provide the services described in Attachment A in order to provide for the administration and project management of any proposed projects for the CITY as approved by funding agencies.

2. **EMPLOYEE-EMPLOYER RELATIONSHIP.** The contracting parties warrant by their signature that no employer-employee relationship is established between the CONTRACTOR and the CITY by the terms of this contract. It is understood by the parties hereto that the CONTRACTOR is an independent contractor and as such neither it nor its employees, if any, are employees of the CITY for purposes of tax, retirement system, or social security (FICA) withholding.

3. **CONTRACTOR'S INSURANCE.** The CONTRACTOR warrants that it has obtained, and will maintain at its expense for the duration of this Contract, statutory worker's compensation coverage, employer's liability and comprehensive general liability insurance coverage for its principals and employees for the services to be performed hereunder. The comprehensive general liability insurance shall have, at a minimum, a coverage limit of at least one million dollars (\$1,000,000) per claim, and two million dollars (\$2,000,000) aggregate.

4. **LIAISON.** The CITY'S designated liaison with the CONTRACTOR is Mr. Mike Klaus, City Administrator, and/or Ms. Lisa Airport, City Planner. During the planning and writing phases of these projects the CONTRACTOR'S liaison with the CITY will be Ms. Sherri Westweet, Grants

Program Administrator or Ms. Nancy Mabile, Economic Development Specialist. The CONTRACTOR'S designated liaison with the CITY for grant administration and management will be Ms. Sherri Wastweet, Grant Programs Administrator, Ms. Rilie Keating, Program Administrator, and/or Ms. Nancy Mabile, Economic Development Specialist.

5. **EFFECTIVE DATE AND TIME OF PERFORMANCE.** This Contract takes effect on October 1, 2016. The services to be performed by the CONTRACTOR will be completed no later than September 30, 2019, or at grant closeout. If the services covered by this agreement have not been completed by September 30, 2019, through no fault of the Administrator, compensation for the extension of the Administrator's services beyond this time shall be re-negotiated.

6. **SCOPE OF SERVICES.** The Administrative Scope of Services is as set forth in the ATTACHMENT A, which by this reference is made a part hereof. It is understood and agreed by the parties that the services of the CONTRACTOR do not include any of the following: the disbursement or accounting of funds distributed by the CITY'S financial officer, legal advice, fiscal audits or assistance with activities not related to the projects.

7. **COMPENSATION.** Compensation will be negotiated for grant administration for each grant award. The CITY agrees to pay the CONTRACTOR for satisfactory completion of administrative services to be provided under this Contract, as set forth in ATTACHMENT A, which by this reference is made a part hereof.

8. **CONFLICT OF INTEREST.** The CONTRACTOR warrants that it presently has no interest and will not acquire any interest, direct or indirect, in the project, which would conflict in any manner or degree with the performance of its services hereunder. The CONTRACTOR further covenants that, in performing this Contract, it will employ no person who has any such interest. Should any conflict of interest arise during the performance of this contract, it will be disclosed and managed according to the funding agencies rules.

9. **MODIFICATION AND ASSIGNABILITY OF CONTRACT.** This Contract contains the entire agreement between the parties, and no statements, promises, or inducements made by either party, or agents of either party, which are not contained in the written Contract, are valid or binding. This Contract may not be enlarged, modified or altered except upon written agreement signed by both parties hereto. The CONTRACTOR may not subcontract or assign it rights (including the right to compensation) or duties arising hereunder without the prior written consent of the CITY and the funding agencies. Any subcontractor or assignee will be bound by all of the terms and conditions of this Contract.

10. **TERMINATION OF CONTRACT.** This Contract may be terminated as follows:

- (a) **Termination due to loss of funding.** In the event that the funding agencies reduce or terminate payment under their program so as to prevent the CITY from paying the CONTRACTOR with grant funds, the CITY will give the CONTRACTOR written notice, which sets forth the effective date of the termination and explain the reasons for the termination. The notice shall also describe the conditions for any reimbursement for any work completed.
- (b) **Termination for Convenience.** The CITY may terminate this contract in whole, or in part, for the convenience of the CITY when both parties agree that the continuation

of the project is not in the best interest of both parties and that further expenditure of funds will not produce any results. The parties shall agree in writing upon the conditions, effective date and fair and reasonable payment for work completed.

(c) **Termination for Cause.**

- (i) If the CITY determines that the CONTRACTOR has failed to comply with the terms and conditions of this Contract, it may terminate this Contract in whole or in part, at any time before the date of completion. If the CONTRACTOR fails to comply with any of the terms and conditions of this Contract, the CITY may give notice, in writing, to the CONTRACTOR of any or all deficiencies claimed. The notice will be sufficient for all purposes if it describes the default in general terms. If all defaults are not cured and corrected within a reasonable period as specified in the notice, the CITY may, with no further notice, declare this Contract to be terminated. The CONTRACTOR will thereafter be entitled to receive payment for those services reasonably performed to the date of termination less the amount of reasonable damages suffered by the CITY by reason of the CONTRACTOR'S failure to comply with this Contract.
- (ii) Notwithstanding the above, the CONTRACTOR is not relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of this Contract by the CONTRACTOR, and the CITY may withhold any payments to the CONTRACTOR for the purpose of setoff until such time as the exact amount of damages due the CITY from the CONTRACTOR is determined.

11. DOCUMENTS INCORPORATED BY REFERENCE. The CITY'S future applications to all funding agencies and any amendments thereto, along with all applicable federal and state statutes and regulations are incorporated into this Contract.

12. CIVIL RIGHTS ACT OF 1964. The CONTRACTOR will abide by the provisions of the Civil Rights Act of 1964 which states that under Title VI, no person may, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

13. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974. The CONTRACTOR will comply with the following provision:

No person in the United States may on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 will also apply to any such program activity.

14. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968. The CONTRACTOR will ensure that, to the greatest extent feasible, opportunities for training and employment arising in connection with these projects will be extended to lower income project area

residents. Further, the CONTRACTOR will, to the greatest extent feasible, utilize business concerns located in or substantially owned by residents of the project area in the award of contracts and purchase of services and supplies.

15. MINORITY BUSINESS ENTERPRISE. Consistent with the provisions of Executive Order 11246 and OMB Circular A-102, Attachment O, the CONTRACTOR will take affirmative steps to assure that minority businesses are used when possible as sources of supplies, equipment, construction and services. Additionally, the CONTRACTOR must document all affirmative steps taken to solicit minority businesses and forward this documentation along with the names of the minority subcontractors and suppliers to the CITY upon request.

16. NONDISCRIMINATION. The CONTRACTOR will not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap, or national origin.

17. OWNERSHIP AND PUBLICATION OF MATERIALS. All reports, information, data, and other materials prepared by the CONTRACTOR pursuant to this Contract are to be the property of the CITY and the funding agencies, which have the exclusive and unrestricted authority to release, publish or otherwise use, in whole or in part. All such materials developed under this contract shall not be subject to copyright or patent in the United States or in any other country without the prior written approval of the CITY and the funding agencies.

18. REPORTS AND INFORMATION. The CONTRACTOR will maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Contract and such other records as may be deemed necessary by the CITY to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the CITY or its authorized representative, and will be retained for four years after the expiration of this Contract.

19. ACCESS TO RECORDS. It is expressly understood that the CONTRACTOR'S records relating to this Contract will be available during normal business hours for inspection by the CITY, the funding agencies, the U.S. Department of Housing and Urban Development, the U.S. Comptroller General, Office of Inspector General, and, when required by law, representatives of the State of Idaho.

20. CONSTRUCTION AND VENUE. This Contract will be construed under and governed by the laws of the State of Idaho. In the event of litigation concerning it, venue is the First Judicial District in and for the County of Kootenai, State of Idaho.

21. INDEMNIFICATION. The CONTRACTOR waives any and all claims and recourse against the CITY, including the right of contribution for loss and damage to persons or property arising from, growing out of, or in any way connected with or incident to the CONTRACTOR'S performance of this Contract except for liability arising out of concurrent or sole negligence of the CITY or its officers, agents or employees. Further, the CONTRACTOR will indemnify, hold harmless, and defend the CITY against any and all claims, demands, damages, costs, expenses or liability arising out of the CONTRACTOR'S performance of this Contract except for liability arising out of the concurrent or sole negligence of the CITY or its officers, agents or employees.

22. **LEGAL FEES.** In the event either party incurs legal expenses to enforce the terms and conditions of this Contract, the prevailing party is entitled to recover reasonable attorney's fees and other costs and expenses, whether the same are incurred with or without suit.

23. **SPECIAL WARRANTY.** The CONTRACTOR warrants that nothing of monetary value has been given, promised or implied as remuneration or inducement to enter into this contract. The CONTRACTOR further declares that no improper personal, political or social activities have been used or attempted in an effort to influence the outcome of the competition, discussion, or negotiation leading to the award of this contract. Any such activity by the CONTRACTOR shall make this contract null and void.

24. **ATTACHMENTS.** Attachment A "Scope of Services" is attached hereto, which by this reference is made a part thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

PANHANDLE AREA COUNCIL

CITY OF BONNERS FERRY

BY: _____
Lloyd "Wally" Jacobson
Executive Director

BY: _____
David Sims
Mayor

DATE: _____

DATE: _____

ATTEST: _____

ATTEST: _____

ATTACHMENT A

SCOPE OF WORK

Grant Writing

The following is an outline for CDBG funding. The CITY and CONTRACTOR will renegotiate fee for service for applications to other state and/or federal agencies (e.g., USDA Rural Development, Economic Development Administration, Idaho Department of Environmental Quality, etc.). The City agrees to pay the Contractor a sum not to exceed \$4,500.00 for project planning, development, and writing of CDBG applications.

1. CDBG Full Application – Continually advise the municipality of the grant requirements; attend City Council and community meetings as needed to provide information; coordinate all elements of information required for the grant application; preparation of all funding source required Resolutions or Plans necessary for the grant application; initiate the Environmental Review as required by the grant funding program; hold public hearing on proposed grant-funded project as required by the grant funding program; and submit grant application in accordance with funding agency timelines. For services performed, a lump sum amount of \$4,000.00.
2. CDBG Addendum – Continually advise the municipality of the grant requirements; attend City Council meetings as needed to provide information; coordinate all elements of information required for the Addendum; submit the Addendum in accordance with funding agency timelines. For services performed, a lump sum amount of \$500.00.

Grant Administration

The following activities is the CDBG funding outline, and meets or exceeds the administration requirements for other funding sources. After each grant award a contract addendum will be submitted outlining the fees for each of the activities for CDBG funds listed below.

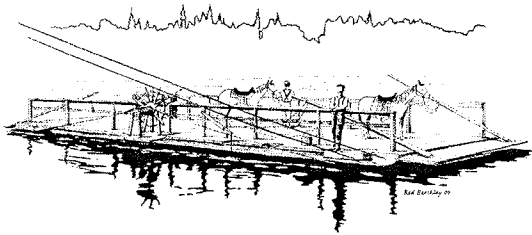
1. Project Set-Up – file set-up, facilitating financial management procedures including cost allocation plan, meetings with grantee and stakeholders, submission of pre-contract documents, responding to inquiries, and explaining funding agency requirements to the City and/or sub-recipient.
2. Environmental Review – Conducting an environmental review for CDBG projects that complies with 24 CFR Part 58. Duties include, but are not limited to, assessing project site, touring the site, gathering and verifying documentation, determining clearance level, preparing an environmental review record. Publishing and posting public notices. Gathering and tracking comments. Collecting any technical environmental studies from design professional. Debriefing City on the review. Establishing mitigation measures. Securing environmental concurrence from the Idaho Department of Commerce.
3. Acquisition and Relocation – Ensure City complies with the Uniform Relocation Assistance and Real Property Acquisition Policies Act for any property, permanent easements or long-term leases acquired for CDBG projects. Completing the grantee's anti-displacement and relocation plan, touring of the project site, determining acquisition activity, ensuring grantee

meets either the voluntary, basic, or donation requirements as per the Uniform Act. Meeting with property owners. Submission of documentation. The department's review and approval of process.

4. Project Monitoring (during procurement and construction) – Assist City in setting up the procurement and then the selection of a design professional and/or contractors in accordance with funding agency requirements. Participating in pre-bid, pre-construction and construction progress meetings. Review of bidding documents, construction progress monitoring, reporting, and construction close-out. Financial management duties which includes coordinating contractor and design professional pay applications, preparation of funding agency request for funds, submission of request to funding agencies and ensuring proper disbursement of expenditures.
5. Civil Rights – Equal Access – Completing CDBG civil rights activities and documents. Duties include explain and educating contractors on the complying with Section 3 requirements and hiring of disadvantage business enterprises. Submission of RFP Solicitation Summary to Idaho PTAC. Ensuring accurate completion of Section 3 Reports and the Contractor/Sub-contractor Activity Report. Assisting the City in conducting a Limited English Proficiency (LEP) four-factor analysis. Submission of City profiles. Promoting disadvantage business enterprises and fair bidding practices. Ensure public display of EEO posters.
6. Fair Housing Plan – Helping to ensure the City is taking steps to affirmatively further fair housing on CDBG projects. Duties include ensuring the City understands and adopts the fair housing resolution, proclaiming fair housing month, and displaying fair housing information. Assisting and guiding the City in completing a fair housing assessment including identifying impediments and actions to mitigate an impediment.
7. 504 Analysis and Transition Plan – Assisting the City in conducting a self-evaluation of its facilities, services, and programs. Helping to develop and implement a transition plan and the effective communication checklist. Ensuring the City has in-place a 504 coordinator, non-discrimination policy and grievance procedure.

The total amount paid in progress payments as listed above shall not exceed ninety (90%) percent of the total compensation sum.

8. Project Close-Out – Documentation that the City has met their contractual performance requirements. Completing for review and signature appropriate closeout documents. Ensure all project and close out documents are submitted and approved by funding agency. Ensure requested documents, concerns, and findings are addressed and resolved.



MEMO

CITY OF BONNERS FERRY
CITY ENGINEER/ADMIN

Date: October 13, 2017
To: City Council
From: Mike Klaus, City Engineer/Admin
Subject: **Tree Trimming Contract**

With this memo, I am requesting that the Mayor be approved to sign the attached contract with American Utility & Residential Tree Service for tree trimming under our power lines.

Please let me know if you have any questions.

Thank you,

Mike

INDEPENDENT CONTRACTOR AGREEMENT

AGREEMENT made between the CITY OF BONNERS FERRY, a political subdivision of the state of Idaho, herein "ENTITY" and AMERICAN UTILITY & RESIDENTIAL TREE SERVICE, 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: Power line tree trimming which includes providing a three man crew, chipper, and aerial lift .

CONTRACTOR agrees to provide all materials and services for the project in accordance with the attached written specifications. Specifications and scope of work as shown in attached estimate.

2. **TIME OF PERFORMANCE AND TERMINATION:** Parties agree that CONTRACTOR shall complete the project by December 31, 2017.

3. **COMPENSATION:** ENTITY agrees to pay CONTRACTOR for work performed at a rate of Two Hundred Dollars per hour, not to exceed a total of Eighteen Thousand Dollars and no cents.

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.

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

By: _____
David Sims, Mayor

ATTEST:

Kris Larson, Clerk

CONTRACTOR:

By: _____
Chadd Jacobs

Its: _____
Owner

WITNESS:

Form and content approved by Andrakay Pluid as attorney for the City of Bonners Ferry on October 12th, 2017.

AMERICAN UTILITY & RESIDENTIAL
TREE SERVICE

BIDS

Chadd Jacobs

509-863-4120

PO BOX 128

DATE: 09/28/2017

Nine Mile Falls, WA. 99026

509-466-TREE

aurts2010@q.com

CONTRACT

BID FOR;

Bonnars Ferry
Idaho

FOR:

Bonnars Ferry, ID.
tree work fall 2017

Kevin

Cell # 208-946-1960

208-267-5628

DESCRIPTION	AMOUNT
Based on a 3 week job	
the hourly cost would be \$200.00	
	200.00
At \$200.00 a hour that is for all Equipment	
Chipper, Pick-up, and Boom Truck	
A three man crew.	
A 40 hour week would be \$8,000.	
for the 3 wks it would be \$24,000.00	
Thank you, Chadd	AURTS
BID FOR TREE WORK	
Please sign. _____	

~ THANK YOU FOR YOUR BUSINESS! ~

11/2 - 11/17

~ TRAVEL TIME ~

CITY OF BONNERS FERRY
CATERING PERMIT APPLICATION

Owners Name: Jill Nystrom

Business Name: The Rusty Mouse Tavern & Grill

Business Address: 7211 Main St / 6395 Bonner

State Beverage License Number: _____

I hereby request a catering permit for the following dates: 10-28-17

from the hours of 6 pm a.m. (p.m.) to 11 pm a.m. (p.m.) at the

following location: 7225 Main BC Museum

Catering will be done for the following group or organization sponsoring the event: Boarding Camp Museum

Type of Event: Fundraising Dinner

Wine: Beer: Hard Liquor: _____

[Signature] 10-2-17
Signature of the Licensee Date

Jill Nystrom
Printed Name

Address: 7211 Main Phone: 208-267-1950

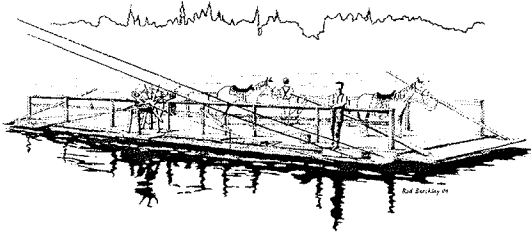
Date Submitted to City Council _____

A non-refundable fee of \$20 per day is required with the application

Please make check payable to: City of Bonners Ferry
P. O. Box 149
Bonners Ferry, ID 83805

RECEIVED
OCT 02 2017

City of Bonners Ferry



MEMO

CITY OF BONNERS FERRY
CITY ENGINEER/ADMIN

Date: October 13, 2017
To: City Council
From: Mike Klaus, City Engineer/Admin
Subject: **Water/Sewer Position**

With this memo, I am requesting that we be approved to advertise for a new water/sewer operator. After advertising, I believe it may be 30-60 days before we get through the selection process and ask Council for hiring approval.

Please let me know if you have any questions.

Thank you,

Mike



Cooperative Agreement For Maintenance of State Highway US-95

THIS AGREEMENT, made and executed in duplicate this _____ day of ~~September~~ October, 2017, by and between the IDAHO TRANSPORTATION DEPARTMENT, hereinafter called the "State," and the CITY OF BONNERS FERRY, hereinafter referred to as the "City."

WITNESSETH:

1. RECITALS

The parties desire to provide for the maintenance of state highway routes within the City as provided in *Idaho Code, Section 40-310(5)*, and to arrange herein for the particular maintenance functions to be performed by the City and those to be performed by the State and to specify the terms and conditions under which such work will be performed.

2. AGREEMENT

This agreement shall supersede previous Cooperative Maintenance Agreements, excluding Cooperative Agreement ST-5110(613) Bonners Ferry South Hill Slough City of Bonners Ferry, Boundary County, Key No. 5316, Register # 3402. In consideration of the mutual covenants and premises herein contained, it is agreed that the City will perform such maintenance work as is specifically delegated to it and the State will perform those particular functions of maintenance delegated to it on the state highway routes or portions thereof as hereinafter described under Sections 13, and 17, ~~and 17-a~~ hereof or as said sections may be subsequently modified with the written consent of the parties hereto acting by and through their authorized representatives.

3. MAINTENANCE DEFINED

Maintenance is defined as follows:

- a. The preservation and keeping of right-of-way and each type of roadway, structure, and facility in the safe and usable condition to which it has been improved or constructed, but does not include reconstruction or other improvement.
- b. Provisions as necessary for the safety and convenience of traffic and the upkeep of traffic control devices.
- c. The general utility services such as roadside planting and vegetation control.
- d. The special or emergency maintenance or repair necessitated by accidents or by storms or other weather conditions, slides, settlements, or other unusual or unexpected damage to a roadway, structure or facility.
- e. Upkeep of illumination fixtures on the streets, roads, highways, and bridges, which are required for the safety of persons using the said streets, roads, highways, and bridges.

4. DEGREE OF MAINTENANCE

The degree and type of maintenance for each highway or portion thereof shall mean doing the work and furnishing the materials and equipment to maintain the highway facility herein described in a manner as near as practicable to the standard in which they were originally constructed and subsequently improved.

5. LEGAL RELATIONS AND RESPONSIBILITIES

Nothing in the provisions of this agreement is intended to affect the legal liability of either party to the contract by imposing any standard of care respecting the maintenance of state highways different from the standard of care imposed by law.

It is understood and agreed that neither the State, nor any officer, agent, servant, or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by the City or in connection with any work, authority or jurisdiction delegated to the City under this Agreement for Maintenance. The City, its officers, agents, servants, or employees, shall not be responsible for any damage or liability arising in connection with work to be performed by the State which is not otherwise delegated to the City.

6. HIGHWAY

Highway, as used herein, includes the entire right-of-way which is secured or reserved for use in the construction and maintenance of the traveled way and roadsides as hereinafter described.

7. ROADWAY

Roadway means the area between the inside face of curbs or the area between the flow lines of paved gutters; otherwise, the entire width within the highway which is improved for vehicular use including improved shoulders and side slopes, if they exist.

8. IMPROVED ROADSIDES

Improved roadside is the area between the roadway, as defined under Section 7, and the right-of-way boundary lines, including curb and sidewalk.

Curb relates to a timber, concrete, asphalt, or masonry structure separating or otherwise delineating the roadway from the remainder of the highway and shall include paved gutters. Medians that separate the roadways for traffic in opposite directions are considered a part of the improved roadsides. Sidewalk applies to the paved or otherwise improved surface area between the face of curb or edge of roadway and right-of-way boundary, including paved entrances or driveways.

9. UNIMPROVED ROADSIDES

Unimproved roadsides relate to the area between the roadway and right-of-way boundary wherein curbs and sidewalks do not exist.

10. BRIDGES

Bridges are structures that span more than 20 feet measured between abutments along the centerline of the street and multiple span structures where the individual spans are in excess of 10 feet measured from center-to-center of supports along the centerline of the street. All other cross-drainage structures shall be classified as culverts.

11. TRAFFIC CONTROL DEVICES

Traffic control devices include all signs, pavement markings, and highway illumination placed on or adjacent to the street or highway for the regulations, guidance, warning and aid of pedestrian and traffic movement thereon. Traffic signals will be treated under a separate agreement.

12. FRONTAGE ROADS

Frontage roads are roads constructed on either side of the highway to provide authorized road access to adjacent properties in lieu of access directly from the highway.

13. ROUTINE MAINTENANCE

Routine maintenance to be performed on the roadway or roadsides shall consist of such work as patching, spot sealing, crack sealing, snow plowing, snow removal, sanding, care of drainage, upkeep and repair of bridges, culverts, curbs, benches and sidewalks, street sweeping and cleaning, repair of damage and cleaning up after storms and traffic accidents, control of roadside vegetation, care of landscaped areas, planters, trees or other ornamental plantings, and upkeep and operation of traffic control devices, all in the manner as hereinafter specified.

a. Roadway

- (1) Surface Repair: The patching of holes, depressed areas, spot sealing, undersealing, etc.
- (2) Crack Sealing: The cleaning, filling and sealing of cracks in pavement with sealing compounds.
- (3) Sweeping and Cleaning: The removal of dirt or litter normally coming onto the roadway from action of traffic or from natural causes, such as flood and storm debris.
- (4) Snow Removal: The removal of snow from the roadway by plowing, sweeping, and hauling and shall include applying sand and/or salt when required. The hauling away of snow need only apply on those highway sections where snow storage is limited or at such times when accumulations become greater than storage area capacity.
- (5) Utilities: Including manholes, boxes or other appurtenances shall be maintained by their owners.
- (6) Storm Sewers: Shall be kept clean and free from debris; traps and sumps cleaned as required after each storm.
- (7) Culverts: Shall be kept clean and free from debris; inlets and outlets shall be kept free of debris and growing grass or brush.

b. Improved Roadsides

- (1) Curbs: Shall be kept in repair by cleaning, patching, lifting, and aligning.
- (2) Sidewalks: Shall be kept in repair by cleaning, patching, lifting, aligning, and regrading if of gravel or other non-cemented material.
- (3) Lawn or Grass Areas: Shall be kept mowed, watered, edges trimmed, and the watering operations shall not flood or sprinkle on the roadway.
- (4) Trees and Plantings: Shall be kept trimmed with dead material removed and hazardous limbs pruned. This agreement shall not be construed as restricting, prohibiting or otherwise relieving the City of the responsibility for inspection and upkeep of trees in a manner that will insure maximum safety to both vehicular and pedestrian traffic or to restrict or relieve the City from following the same policy and procedure generally followed by it with respect to streets of the City in the matter of requiring sidewalk repairs and control of vegetation to be made by or at the expense of abutting owners who are under legal obligation to perform such work.
- (5) Benches and Planters: Shall be kept in repair by cleaning, patching, aligning, and painting.

c. Unimproved Roadsides

- (1) Ditchings: Foreslopes, backslopes, and ditches shall be bladed and ditched regularly as required to keep as near as possible to the original typical cross section.
- (2) Cleaning: Foreslopes and backslopes shall be mowed as required. Trees and shrubs shall be kept trimmed, dead material removed and hazardous limbs pruned, waterways shall be kept free of debris.

d. **Traffic Control Devices**

Traffic control devices installed and maintained on the urban extensions of the State Highway System shall be in conformance with the recommendations and specifications of the current *Manual on Uniform Traffic Control Devices for Streets and Highways* as approved by the American Association of State Highway and Transportation Officials (AASHTO) and as adopted by the Idaho Transportation Department. The maintenance to be performed on these items shall consist of furnishing all necessary labor, material, services, and equipment to install, replace, operate, and/or repair in accordance with this agreement.

All traffic control devices installed inside the full control of access limits of the Highway System shall be the responsibility of the State.

- (1) Route Guide Signing: This includes all official designation guide signs at junctions of the urban extensions of the State Highway System, all entering community signs and all U.S. or State Highway System route markers necessary to properly identify and keep the motorist sure of the routes.
- (2) Other Guide Signs: This includes all other guide signs of an informational nature identifying streets, city parks, landmarks, and items of geographical or cultural interest that the community desires to sign.
- (3) Warning Signs: These will include all signs used to indicate conditions that are actually or potentially hazardous to users of the highway or street.
- (4) Speed Signs: These will include all regulatory signs to indicate speed limits that have been designated in accordance with statutory provisions.
- (5) Other Regulatory Signs: These will include all regulatory signs, other than the speed sign and lane control sign which are used to indicate the required method of traffic movement or use of the public highway or street.
- (6) Highway Lighting: This includes all fixed illumination of the roadway or sidewalks for purposes of providing better visibility of persons, vehicles or roadway features. All highway lighting shall be installed and maintained in accordance with current policies of the State. Maintenance shall include all upkeep of supports, interconnecting service, electrical energy costs, cleaning, lamp renewal, and associated labor and material costs required to maintain the lighting system in continuous nighttime operation.
- (7) Lane-Line Markings: These will include those lines dividing the roadway between traffic moving in opposite directions, lane-lines separating two or more lanes of traffic moving in the same direction, painted channelization, pavement edge markings, and no passing barrier lines where required.
- (8) Other Pavement Markings: These include all stop lines, crosswalk lines, parking space limits and word and symbol marking set into or applied upon the pavement surface or curbing or objects within or adjacent to the roadway for the purpose of regulating or warning traffic.

2. **ENCROACHMENT PERMITS**

If the State delegates authority to issue encroachment permits to the City, the authority shall pertain to all parts of the highway or street throughout the particular length indicated under Section 17 ~~and/or 17-a~~ of this agreement. Authority to issue encroachment permits shall not be assigned to the City unless they have adequate ordinances governing the encroachments together with an administrative organization and procedure capable of enforcing the ordinances.

Permits shall be issued on a form provided by the State and the City will furnish a copy of each permit to the State. The City agrees to follow current policies of the State regarding encroachment unless the City, by ordinance or other regulation, imposes more restrictive regulations as stated below. Prior approval of the State shall be secured before any permit is issued for the original installation of any utility line, driveway or other permanent encroachment within the highway right-of-way.

If the City, by ordinance or other regulation, imposes more restrictive regulations and requirements regarding signs, marquees and/or driveways than above set forth or as provided in current State policies, nothing in these provisions shall be construed to prevent the City from enforcing such restrictive regulations in the granting or refusing of permits with respect to any State Highway. Where authority to issue encroachment permits is retained by the State, all local ordinances which are more restrictive than State policy will be observed. When authority to issue Encroachment permits is retained by the State, approval of the City will be secured prior to the issuance of a permit. State permit forms will be used and a copy will be forwarded to the City for its record.

The City or State shall comply with its usual policy with respect to collecting costs from permittees in such cases as fees or charges are made by the City or State for encroachment work on streets or highways.

No signs, billboards or structures other than those authorized and installed by the State or the City as necessary for the regulating, warning, and guiding of traffic shall be permitted within or to overhang the right-of-way of any State Highway, except in accordance with these provisions:

- a. Signs or marquees extending over the sidewalk and right-of-way may be installed on a permitted basis in business districts only, subject to the following restrictions:
 - No sign or marquee shall be permitted to project over the roadway nor to extend beyond a vertical line located 18 inches outside the inside face of the curb.
 - Signs extending over the sidewalk area shall have no part thereof less than 12 feet above sidewalk or ground level. Marquees extending over the sidewalk area shall have no part thereof less than eight feet above sidewalk or ground level.
- b. Displays or signs overhanging the right-of-way may be authorized on a permit basis only outside of business districts when the display is placed flat against and supported by the building and providing it does not extend more than 12 inches into the right-of-way.
- c. All signs and marquees shall conform to the city building and/or sign code excepting that minimum clearance requirements as herein specified must be complied with.

They shall at all times be maintained in a good appearing and structurally safe condition. Any existing sign or marquee suspended or projected over any portion of State Highway right-of-way, which constitutes a hazard, shall be immediately repaired or removed.

- d. Signs or displays will not be permitted which resemble, hide, or because of their color, interfere with the effectiveness of traffic signals and other traffic control devices. Illuminated signs or displays containing red, yellow, or green lights will not be permitted to overhang the right-of-way.
- e. Temporary municipal decorations may be installed and suspended over the State Highway on a permit basis only. They shall not be permitted in locations that interfere with the visibility and effectiveness of traffic control devices.

It is understood that none of the provisions listed above (a. to e. inclusive) will be in conflict the Beautification of Highways Act of 1966, *Idaho Code, Section 40, Chapter 28*.

- f. Use of state highway right-of-way for benches, planters, and trees is subject to the following conditions:
 - Benches, planters, and trees must be at least 18 inches from the face of the curb. When benches,

planters, and trees are placed on sidewalks, there must be a four-foot open space for pedestrians and bicyclists measured at a right angle from the edge of the sidewalk, or as an alternative, spacing that meets city-approved standards.

- Benches, planters, and trees should not obstruct crosswalks or wheelchair ramps, or force pedestrians into the street by their placement.
- Benches, planters, and trees should not be placed so as to impede the sight distance of vehicles using the highway.
- Benches, planters, and trees shall not bear markings or signs that resemble official traffic signs.
- Cities allowing benches, planters, and trees on state highway right-of-way agree to indemnify, defend regardless of outcome, and hold harmless, ITD from all accidents or occurrences resulting in damage to property, injury, or loss of life related to bench placement on highway right-of-way within the city.

3. TRANSPORTATION PERMITS

Transportation permits will be required on State Highways for all vehicles and their loads that exceed legal limitations. If authority to issue transportation permits is delegated to the City, such authority shall pertain only to travel that originates and terminates within the City corporate limits.

4. ROUTE DESCRIPTION

<u>Route No.</u>	<u>Milepost</u>	<u>Length Miles</u>	<u>Description of Routing</u>
US-95	505.236-507.565	2.329	South Main Street City of Bonners Ferry
*City Streets Within State Right-of-way limits	Various	Various	Kennedy St, McCall St, Bauman St., Walker Ln., Eisenhower St., Tamarack Ln., Augusta St., Fry St., Alderson Ln., Lincoln St., Cody St., Denver St., El Paso St., Harrison St., Van Buren St., Jackson St., Monroe St., Madison St., Ash St., Kootenai St., Riverside St/Main St., (Arizona St. under)

*This includes portions of City streets that intersect US-95 or drainage facilities associated with them that will be constructed as part of this project.

5. DELEGATION OF MAINTENANCE

The maintenance work to be performed by the City or State shall conform to the provisions hereof and shall include those operations as hereinafter indicated.

MAINTENANCE FUNCTION	AGENCY TO PERFORM WORK	
ROADWAY	US 95 (S. Main St.)	*City Streets Within State Right-of-way limits
1. Surface Repair	State _____	City _____
2. Crack Sealing	State _____	City _____
3. Sweeping and Cleaning	State _____	City _____
4. Snow Removal	State _____	City _____
5. Utilities	City/Utility Companies _____	City/Utility Companies _____
6. Culverts	State _____	City _____
7. Storm Sewers	State _____	City** _____

MAINTENANCE FUNCTION ROADWAY	AGENCY TO PERFORM WORK	
	US 95 (S. Main St.)	*City Streets Within State Right-of-way limits
BRIDGES		
1. Main Structure	State	N/A
2. Pedestrian Walks	City	City
IMPROVED ROADSIDES		
1. Curbs	State	City
2. Sidewalk	City	City
3. Lawn or Grass Areas	City*	City*
4. Trees and Planting	N/A	City
5. Medians	State	N/A
6. Benches and Planters	N/A	City
UNIMPROVED ROADSIDES		
1. Ditching	State	City
2. Cleaning	State	City
3. Weed Eradication	State	City
TRAFFIC CONTROL DEVICES		
1. Route Guide Signs	State	City
2. Other Guide Signs	State	City
3. Warning Signs	State	City
4. Rectangular Rapid Flashing Beacon (RRFB)	State***	City***
5. Speed Signs	State	City
6. Other Regulatory Signs	State	City
7. Highway Lighting	City	City
8. Lane-Line Markings	State	City
9. Other Pavement Markings		
Parking Space Limits	N/A	City
Crosswalks	City	City
Stop Bars	City	City
School Crossing	City	City
Railroad Crossing	N/A	N/A
Lane Control	State	City
ISSUE PERMITS ENCROACHMENTS	State	City
ISSUE PERMITS TRANSPORTATION	State	City

*No Plants, Trees, or Bushes will be allowed in the grass buffer area within the highway right-of-way.

**Storm Drains that are on private property and City right-of-way will be maintained by the City.

***State will supply and install two (2) RRFB and the City will supply power and maintenance.

6. DELEGATION OF COSTS

All agencies shall bear all costs of maintenance obligations assigned to them under this agreement.

7. SUBSEQUENT IMPROVEMENTS

When a highway section or portion thereof is improved to urban standards, i.e., with curbs, sidewalks, etc., the delegation of maintenance shall automatically change to conform to the provisions as provided for similar sections under this agreement.

8. TERM OF AGREEMENT

This agreement shall become effective immediately and shall remain in full force and effect until amended or terminated.

The agreement as above may be amended upon the mutual consent of the parties thereto.

The agreement as above may be terminated at any time upon 30 days' written notice by either party thereof to the other.

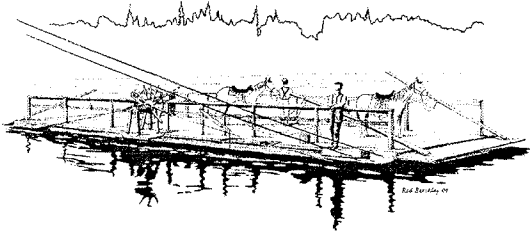
IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

ITD Recommendation and Approval

District Engineer's Signature
Maintenance Supervisor's Signature
Highway Operations Manager's Signature

City/County

City/County Name
Mayor/Commissioner's Signature
City/County Clerk's Signature



MEMO

CITY OF BONNERS FERRY
CITY ENGINEER/ADMIN

Date: October 13, 2017
To: City Council
From: Mike Klaus, City Engineer/Admin
Subject: **Street Department - Transportation Plan**

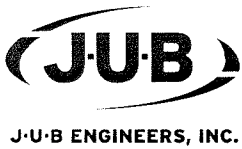
Attached is the first draft of the transportation plan scope and fee proposal from JUB Engineers. Our grant amount from LHTAC is \$50,000, and the proposal shows a total of \$64,300. The Mayor and staff plan to meet with JUB again next week to adjust the scope and fees to reflect something the City can afford.

I wanted to bring this issue to Council to discuss the willingness and ability of the Council to approve any fees above and beyond the \$50,000 grant amount.

Please let me know if you have any questions.

Thank you,

Mike



J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

J-U-B Project No.: 20-17-
 J-U-B Project Manager: Jay Hassell

This Agreement entered into and effective this ____ day of ____ 20____, between City of Bonners Ferry, hereinafter referred to as the "CLIENT" and J-U-B ENGINEERS, Inc., an Idaho corporation, hereinafter referred to as "J-U-B".

WITNESSETH:

WHEREAS the CLIENT intends to: Develop a Transportation Master Plan for the City of Bonners Ferry hereinafter referred to as the "Project". The Services to be performed by J-U-B are hereinafter referred to as the "Services."

NOW, THEREFORE, the CLIENT and J-U-B, in consideration of their mutual covenants herein, agree as set forth below:

CLIENT INFORMATION AND RESPONSIBILITIES

The CLIENT will provide to J-U-B all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards, rules and laws which CLIENT or others will require to be included in the drawings and specifications, and upon which J-U-B can rely for completeness and accuracy.

The CLIENT will furnish to J-U-B all data, documents, and other items in CLIENT's possession, or reasonably obtainable by CLIENT, including, without limitation: 1) borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; 2) appropriate professional interpretations of all of the foregoing; 3) environmental assessment and impact statements; 4) surveys of record, property descriptions, zoning, deeds and other land use restrictions, rules and laws; and 5) other special data or consultations, all of which J-U-B may use and rely upon in performing Services under this Agreement.

The CLIENT will obtain, arrange and pay for all advertisements for bids, permits and licenses, and similar fees and charges required by authorities, and provide all land, easements, rights-of-ways and access necessary for J-U-B's Services and the Project.

In addition, the CLIENT will furnish to J-U-B: Existing and collected roadway information and data, as outlined in Attachment 1.

PROJECT REPRESENTATIVES

The CLIENT and J-U-B hereby designate their authorized representatives to act on their behalf with respect to the Services and responsibilities under this Agreement. The following designated representatives are authorized to receive notices, transmit information, and make decisions regarding the Project and Services on behalf of their respective parties, except as expressly limited herein. These representatives are not authorized to alter or modify the TERMS AND CONDITIONS of this Agreement.

For the CLIENT:

1.	Name	<u>Mike Klaus</u>	Work telephone	<u>208 267 0357</u>
	Address	<u>City of Bonners Ferry</u>	Home/cell phone	<u>208 946 9488</u>
		<u>7232 Main Street</u>	FAX telephone	_____
		<u>Bonners Ferry, ID 83805</u>	E-mail address	<u>mklaus@bonnersferry.id.gov</u>

For J-U-B:

1.	Name	<u>Jay Hassell</u>	Work telephone	<u>208 762 8787</u>
	Address	<u>J-U-B Engineers, Inc.</u>	Cell phone	_____
		<u>7825 Meadowlark Way</u>	FAX telephone	<u>208 762 9797</u>
		<u>Coeur d'Alene, ID 83815</u>	E-mail address	<u>ahassell@jub.com</u>

In the event any changes are made to the authorized representatives or other information listed above, the CLIENT and J-U-B agree to furnish each other timely, written notice of such changes.

SERVICES TO BE PERFORMED BY J-U-B ("Services")

J-U-B will perform the Services described as follows (or as described in **Attachment 1**, if provided) in a manner consistent with the applicable standard of care: See ATTACHMENT 1 - CITY OF BONNERS FERRY - TRANSPORTATION MASTER PLAN – SCOPE OF SERVICES, SCHEDULE AND BASIS OF FEE.

J-U-B's services shall be limited to those expressly set forth above, and J-U-B shall have no other obligations, duties, or responsibilities for the Project except as provided in this Agreement.

SCHEDULE OF SERVICES TO BE PERFORMED

J-U-B will perform said Services in accordance with the following schedule (or as described in **Attachment 1**, if provided) in a manner consistent with the applicable standard of care: See Attachment 1.

This schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by the CLIENT or for delays or other causes beyond J-U-B's control.

BASIS OF FEE

The CLIENT will pay J-U-B for their Services at J-U-B's standard hourly rates and reimbursable expenses as follows (or as described otherwise in **Attachment 1**, if provided): See Attachment 1. A ten percent administrative fee will be applied to sub-consultant invoices.

- Yes *Management Reserve Fund.* If "YES", the CLIENT will establish a management reserve fund of \$_____ to provide the CLIENT's Authorized Representative the flexibility of authorizing additional funds to the Agreement for allowable unforeseen costs or paying J-U-B for Additional Services beyond those defined in this Agreement.
- No
- Yes *Retainer.* If "YES", the CLIENT will pay J-U-B a retainer of \$_____ prior to the Notice to Proceed. The retainer will be applied to the final billing(s) at the completion of the Services rendered under the Agreement.
- No

Other work that J-U-B performs in relation to the Project at the written request or acquiescence of the CLIENT, which are not defined as Services, shall be considered "Additional Services" and subject to the express terms and conditions of this Agreement. Unless otherwise agreed, the CLIENT will pay J-U-B for Additional Services on a time and materials basis. Resetting of survey and/or construction stakes shall constitute Additional Services.

File Folder Title: City of Bonners Ferry Transportation Master Plan

Remarks: _____

The Notice to Proceed, by the CLIENT, verbal or written, or execution of the Agreement shall constitute acceptance of the terms of this Agreement. THE TERMS AND CONDITIONS ON PAGES 3 AND 4, INCLUDING RISK ALLOCATION, ARE PART OF THIS AGREEMENT. THE CLIENT AGREES TO SAID TERMS AND CONDITIONS FOR ALL SERVICES AND ADDITIONAL SERVICES. Special Provisions that modify these TERMS AND CONDITIONS, if any, are included in Attachment 2. All other modifications to these terms and conditions must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written. These parties represent and acknowledge that they have authority to execute this Agreement.

CLIENT:
City of Bonners Ferry

NAME
7232 Main Street

STREET
Bonners Ferry ID 83805

CITY / STATE / ZIP CODE

BY (Signature)
David Sims, Mayor

NAME / TITLE

BY (Signature)

ADDITIONAL NAME / TITLE

J-U-B ENGINEERS, Inc.:
7825 Meadowlark Way

STREET
Coeur d'Alene, ID 83815

CITY / STATE / ZIP CODE

BY (Signature)
Stephen P. James, Area Manager

NAME / TITLE

Applicable Attachments or Exhibits to this Agreement are indicated as marked.

Attachment 1 – Scope of Services and/or Schedule and/or Basis of Fee

Attachment 2 – Special Provisions

Standard Exhibit A – Construction Phase Services

DISTRIBUTION: Accounting; Project File; CLIENT

REV: 1/15

J-U-B ENGINEERS, Inc.
TERMS AND CONDITIONS

GENERAL

All J-U-B Services shall be covered by this Agreement. The Services will be performed in accordance with the care and skill ordinarily used by members of the subject profession practicing under like circumstances at the same time and in the same locality. **J-U-B MAKES NO WARRANTY EITHER EXPRESS OR IMPLIED ON BEHALF OF IT OR OTHERS.** Nothing herein shall create a fiduciary duty between the parties.

The CLIENT acknowledges and agrees that requirements governing the Project may be ambiguous and otherwise subject to various and possibly contradictory interpretations and J-U-B is, therefore, only responsible to use its reasonable professional efforts and judgment to interpret such requirements. Accordingly, CLIENT should prepare and plan for clarifications or modifications which may impact both the cost and schedule of the Project.

J-U-B shall not be responsible for acts or omissions of any other party involved in the Project, including but not limited to the following: the failure of CLIENT or a third party to follow J-U-B's recommendations; the means, methods, techniques, sequences or procedures of construction; safety programs and precautions selected by third parties; compliance by CLIENT or third parties with laws, rules, regulations, ordinances, codes, orders or authority; and delays caused by CLIENT or third parties. CLIENT, therefore, releases and shall indemnify, defend and hold J-U-B harmless from the acts, errors, or omissions of CLIENT or third parties involved in the Project.

J-U-B shall not be required to execute any documents, no matter by whom requested, that would result in J-U-B's having to certify, guarantee or warrant the existence of conditions. CLIENT acknowledges that subsurface conditions can vary widely between adjacent samples and test points, and therefore J-U-B makes no warranty or other representation regarding soil investigations and characterization of subsurface conditions for the Project.

Any sales tax or other tax on the Services rendered under this Agreement, and additional costs due to changes in regulation, shall be paid by the CLIENT.

REUSE OF DOCUMENTS

Documents that may be relied upon by CLIENT as instruments of service under this Agreement are limited to the printed copies (also known as hard copies) that are signed or sealed by J-U-B (including non-vector PDF facsimiles thereof). All printed materials or other communication or information ("Documents") that may be prepared or furnished by J-U-B pursuant to this Agreement are instruments of service with respect to the Project. J-U-B grants CLIENT a limited license to use the Documents on the Project subject to receipt by J-U-B of full payment for all Services related to preparation of the Documents.

Although CLIENT may make and retain copies of Documents for reference, J-U-B shall retain all common law, statutory and other reserved rights, including the copyright thereto, and the same shall not be reused on this Project or any other Project without J-U-B's prior written consent. Submission or distribution of Documents to meet regulatory or permitting requirements, or for similar purposes, in connection with the Project, including but not limited to distribution to contractors or subcontractors for the performance of their work, is not to be construed as publication adversely affecting the reserved rights of J-U-B.

Any reuse without written consent by J-U-B, or without verification or adoption by J-U-B for the specific purpose intended by the reuse, will be at CLIENT's sole risk and without liability or legal exposure to J-U-B. The CLIENT shall release, defend, indemnify, and hold J-U-B harmless from any claims, damages, actions or causes of action, losses, and expenses, including reasonable attorneys' and expert fees, arising out of or resulting from such reuse.

CONSTRUCTION PHASE SERVICES

It is understood and agreed that J-U-B does not have control over, and neither the professional activities of J-U-B nor the presence of J-U-B at the Project Site shall give, J-U-B control over contractor(s) work nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does

not guarantee or warrant the performance of the construction contracts by contractor(s), nor assume responsibility of contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and CLIENT agrees that this intent shall be set forth in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B, and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be made additional insureds under the general contractor's policies of general liability insurance.

If **Standard Exhibit A – Construction Phase Services** is attached, the additional terms contained therein apply to this Agreement.

OPINIONS OF COST AND PROJECT FINANCIAL INFORMATION

CLIENT understands that J-U-B has no control over the cost of labor, materials, equipment or services furnished by others, the contractor(s)' methods of determining prices, nor bidding or market conditions. J-U-B's opinions of probable Project costs and construction, if any, are to be made on the basis of J-U-B's experience, and represent J-U-B's best judgment as a professional engineer, familiar with the construction industry.

CLIENT understands and acknowledges that J-U-B cannot and does not guarantee that proposals, bids or actual Project or construction costs will not vary from opinions of probable cost prepared by J-U-B. J-U-B's Services to modify the Project to bring the construction costs within any limitation established by the CLIENT will be considered Additional Services and paid for as such by the CLIENT in accordance with the terms herein.

CLIENT agrees that J-U-B is not acting as a financial advisor to the CLIENT and does not owe CLIENT or any third party a fiduciary duty pursuant to Section 15B of the Exchange Act with respect to J-U-B's professional Services. J-U-B will not give advice or make specific recommendations regarding municipal securities or investments and is therefore exempt from registration with the SEC under the municipal advisors rule. CLIENT agrees to retain a registered financial municipal advisor as appropriate for Project financing and implementation.

TIMES OF PAYMENTS

J-U-B shall submit monthly statements for Services rendered and for expenses incurred, which statements are due on presentation. CLIENT shall make prompt monthly payments. If CLIENT fails to make any payment in full within thirty (30) days after receipt of J-U-B's statement, the amounts due J-U-B will accrue interest at the rate of 1% per month from said thirtieth day or at the maximum interest rate allowed by law, whichever is less.

If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, J-U-B may suspend performance of Services upon five (5) days' notice to the CLIENT. J-U-B shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension caused by any breach of the Agreement by the CLIENT. Upon cure of breach or payment in full by the CLIENT within thirty (30) days of the date breach occurred or payment is due, J-U-B shall resume Services under the Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension, plus any other reasonable time and expense necessary for J-U-B to resume performance. If the CLIENT fails to make payment as provided herein and cure any other breach of this Agreement within thirty (30) days after suspension of Services, such failure shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by J-U-B.

CLIENT shall promptly review J-U-B's invoices and shall notify J-U-B in writing of any dispute with said invoice, or portion thereof, within thirty (30) days of receipt. Failure to provide notice to J-U-B of any dispute as required herein shall constitute a waiver of any such dispute. CLIENT shall pay all undisputed portions of such invoice as required by this Agreement. Client shall not withhold any payment or portion thereof as an offset to any current or prospective claim.

TERMINATION

The obligation to provide further Services under the Agreement may be terminated by either party upon thirty (30) days' written notice. If this Agreement is terminated by either party, J-U-B will be paid for Services and Additional Services rendered and for expenses incurred. In addition to any other remedies at law or equity, if the Agreement is terminated by the CLIENT for reasons other than J-U-B's material breach of this Agreement, or is terminated by J-U-B for CLIENT's material breach of this Agreement, J-U-B shall be paid a termination fee which shall include: the cost and expense J-U-B incurs in withdrawing its labor and resources from the Project, the costs and expense incurred by J-U-B to obtain and engage in a new Project with the labor and resources withdrawn from the Project, and the lost profit on the remainder of the work.

RISK ALLOCATION

In recognition and equitable allocation of relative risks and benefits of the Project, CLIENT limits the total aggregate liability of J-U-B and its employees and consultants, whether in tort or in contract, for any cause of action, as follows: 1) for insured liabilities, to the amount of insurance then available to fund any settlement, award, or verdict, or ~~2) if no such insurance coverage is held or available with respect to the cause of action, twenty five thousand dollars (\$25,000.00) or one hundred percent (100%) of the fee paid to J-U-B under this Agreement, whichever is less.~~ J-U-B shall provide certificates evidencing insurance coverage at the request of the CLIENT. For purposes of this section, attorney fees, expert fees and other costs incurred by J-U-B, its employees, consultants, insurance carriers in the defense of such claim shall be included in calculating the total aggregate liability.

The CLIENT agrees that J-U-B is not responsible for damages arising directly or indirectly from any delays for causes beyond J-U-B's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; emergencies or acts of God; failure of any government agency or other third party to act in a timely manner; failure of performance by the CLIENT or the CLIENT's contractors or consultants; or discovery of any hazardous substance or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by J-U-B to perform its Services in an orderly and efficient manner, J-U-B shall be entitled to an equitable adjustment in schedule and compensation.

Notwithstanding any other provision contained within this Agreement, nothing shall be construed so as to void, vitiate, or adversely affect any insurance coverage held by either party to this Agreement. The CLIENT further agrees that, to the fullest extent permitted by law, no shareholder, officer, director, or employee of J-U-B shall have personal liability under this Agreement, or for any matter in connection with the professional services provided in connection with the Project.

Neither CLIENT nor J-U-B shall be responsible for incidental, indirect, or consequential damages.

HAZARDOUS WASTE, ASBESTOS, AND TOXIC MATERIALS

The CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless J-U-B, its officers, employees, successors, partners, heirs and assigns (collectively, J-U-B) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project location, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of J-U-B.

RIGHT OF ENTRY

The CLIENT shall provide J-U-B adequate and timely access to all property reasonably necessary to the performance of J-U-B and its subconsultant's services. The CLIENT understands that use of testing or other equipment may unavoidably cause some damage, the correction of which, or compensation for, is expressly disclaimed by J-U-B. Any such costs incurred are CLIENT's sole responsibility.

MEDIATION BEFORE LITIGATION

Any and all disputes arising out of or related to the Agreement, except for the payment of J-U-B's fees, shall be submitted to nonbinding mediation before a mutually-acceptable mediator as a condition precedent to litigation or other binding adjudicative procedure unless the parties

mutually agree otherwise. The CLIENT further agrees to include a similar mediation provision in all agreements with independent contractors, consultants, subcontractors, subconsultants, suppliers and fabricators on the Project, thereby providing for mediation as the primary method for dispute resolution among all the parties involved in the Project. In the event the parties are unable to agree on a mediator, said mediator shall be appointed by a court of competent jurisdiction or, if not possible, the American Arbitration Association. If a dispute relates to, or is the subject of a lien arising out of J-U-B's Services, J-U-B or its subconsultants may proceed in accordance with applicable law to comply with the lien notice and filing deadlines prior to submission of the matter by mediation.

LIMITATION PERIODS

For statutes of limitation or repose purposes, any and all CLIENT claims shall be deemed to have accrued no later than the date of substantial completion of J-U-B's Services.

LEGAL FEES

For any action arising out of or relating to this Agreement, the Services, or the Project, each party shall bear its own attorneys fees and costs.

SURVIVAL

All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

EXTENT OF AGREEMENT

In entering into this Agreement, neither party has relied upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of the other party except for those expressly contained in this Agreement. CLIENT shall include a similar provision in its contracts with any contractor, subcontractor, or consultant stating that any such contractor, subcontractor, or consultant is not relying upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of J-U-B when entering into its agreement with CLIENT.

This Agreement represents the entire and integrated agreement between the CLIENT and J-U-B and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written instrument signed by both CLIENT and J-U-B.

In the event any provision herein or portion thereof is invalid or unenforceable, the remaining provisions shall remain valid and enforceable. Waiver or a breach of any provision is not a waiver of a subsequent breach of the same of any other provision.

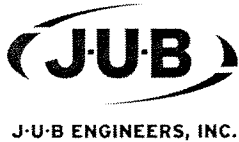
SUCCESSORS AND ASSIGNS

Neither party shall assign, sublet, or transfer any rights or interest (including, without limitation, moneys that are due or may become due) or claims under this Agreement without the prior, express, written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated in any written consent to an assignment, no assignment will release the assignor from any obligations under this Agreement.

No third party beneficiary rights are intended or created under this Agreement, nor does this Agreement create any cause of action in favor of any third party hereto. J-U-B's Services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against J-U-B because of this Agreement or the performance or nonperformance of Services hereunder. In the event of such third party claim, CLIENT agrees to indemnify and hold J-U-B harmless from the same. The CLIENT agrees to require a similar provision in all contracts with contractors, subcontractors, consultants, vendors and other entities involved in the Project to carry out the intent of this provision to make express to third parties that they are not third party beneficiaries.

CONTROLLING LAW, JURISDICTION, AND VENUE

This Agreement shall be interpreted and enforced in and according to the laws of the state in which the Project is primarily located. Venue of any dispute resolution process arising out of or related to this Agreement shall be in the state in which the Project is primarily located and subject to the exclusive jurisdiction of said state.



**J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES
CITY OF BONNERS FERRY – TRANSPORTATION MASTER PLAN**

Attachment 1 – Scope of Services, Schedule and Basis of Fee

The Agreement for Professional Services is amended and supplemented to include the following provisions regarding the Scope of Services, Schedule of Services, and Basis of Fee:

For the purposes of this attachment, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Agreement for Professional Services,' executed between J-U-B and CLIENT to which this exhibit and any other exhibits have been attached.

PROJECT DESCRIPTION

The City of Bonners Ferry (City) has received funding from the Local Rural Highway Investment Program (LRHIP) through the Local Highway Technical Assistance Council (LHTAC) to develop a local Transportation Master Plan. The City's current 2008 Transportation Master Plan is now outdated based on recent studies by New Mobility West (NMW) regarding the US-95 corridor and based on on-going widening and reconstruction of US-95. The plan update needs to include broad public outreach, as well as pavement and sign management elements.

In addition to the Transportation Master Plan, the City is currently undergoing the development of a comprehensive plan, and is also considering a wayfinding, branding and bike/pedestrian plan, through separate consultant(s) pending available grant funding.

J-U-B will guide the Transportation Master Plan process, explain technical data, and provide decision-making tools to promote community ownership of the vision, goals and policies developed for the delivery of a Transportation Master Plan, while considering other ongoing planning efforts and relying on the City for data gathering efforts and public communication. Transportation Master Plan

SCOPE OF SERVICES

J-U-B's Services under this Agreement are as follows:

Task 1 – Project Management, Administration, and Closeout

- 1A. Project Milestone Updates:** J-U-B will provide project milestone updates to staff, the Mayor and City Council as needed throughout the course of the project. It is anticipated that these updates will be in a brief written summary and included in monthly invoices.
- 1B. Kick-off meeting:** J-U-B will attend a kick-off meeting with city staff, public works staff, and others as defined by the city to discuss stakeholders, Advisory Group, project process and schedule.
- 1C. LHTAC Closeout:** J-U-B will prepare and transmit a copy of the final Transportation Master Plan and LHTAC Project Documentation Summary form to LHTAC.

Task 1 Deliverable:

- Electronic copy of the LHTAC Project Documentation Summary - Closeout document

Task 2 – Public Involvement and Interactive Comment Map

- 2A. Stakeholder Interviews:** J-U-B will facilitate and conduct up to six 6 stakeholder interviews; the City will facilitate and conduct a minimum of 6 additional stakeholder interviews using the same questioning format, as provided by J-U-B. Potential stakeholders include: School District representatives, ITD, County representatives, local advocacy groups, businesses, and residents. J-U-B will prepare a database of all contacts with a record of the comments. J-U-B will prepare a summary document of the interviews.
- 2B. Community Survey/Public Input:** J-U-B will work with City staff to facilitate a community-wide survey using an on-line interactive comment mapping tool (3P Visual). J-U-B will work with staff to develop questions and distribute a web link to the community to help shape the Transportation Master Plan and destination planning to enhance transportation connectivity from homes, civic areas, parks, future growth/ development areas, and businesses. J-U-B will set up the electronic survey. City staff will distribute (via email) survey forms/link to stakeholders and the community at large. J-U-B will provide the electronic survey link to City staff for use on the city's website.
- It is anticipated that the survey will begin after stakeholder interviews and continue for a timeframe of 30-45 days. J-U-B will prepare a summary document of the survey results.
- 2C. Public Workshop:** J-U-B will work with City staff to facilitate a public workshop. It is anticipated that the public workshop will be held in conjunction with the 3P Visual mapping survey. J-U-B will provide a news release and up to 3 displays, large maps and comment cards. City staff will be responsible for public outreach associated with the public workshop.
- 2D. Prepare for and attend two Technical Advisory Committee (TAC) meetings:** J-U-B will work with City staff to organize and hold two TAC meetings; the first to review and discuss public input and stakeholder interviews. The first meeting will be used to develop a "Top Five" transportation projects list and provide relevant details to be included in the Capital Improvement Program (CIP). The TAC will also provide input on existing and future destinations (parks, pathways, connectivity) and road maintenance goals to be included in the Transportation Master Plan. A second TAC meeting will be held closer to the plan's conclusion to review and refine the proposed CIP list.

Task 2 Deliverables to be included in the Transportation Master Plan documents:

- Documentation of online map results
- Documentation of public workshop
- Public workshop meeting materials and displays
- Documentation of Technical Advisory Group meetings

Task 3 – Coordination of Existing System and Future Plans

- 3A. Identify and assemble existing plans, reports and records:** J-U-B will request existing Transportation Master Plan documents, relevant ordinances, proposed development plans, and comprehensive planning components from the city and pertinent agencies including ITD and Boundary County. J-U-B will prepare a summary of information received by agencies to be considered for integration with the Transportation Master Plan.
- 3B. Assemble and evaluate traffic information:** Existing traffic volume data (if available) will be collected and analyzed by J-U-B. In addition, based on City, stakeholder and TAC input, J-U-B and the City will identify locations where the City can count traffic and turning movements to support further analysis. Determination of the locations of the intersections to be evaluated will be based on public input and input from City staff. JUB will collect new traffic volumes and turning movement counting for up to four locations. Additional field data collection will be performed by the City.
- 3C. Review and evaluate traffic safety:** J-U-B will collect and evaluate the crash information available from LHTAC and local emergency service providers. J-U-B will analyze key crash areas and will provide remediation recommendations as appropriate. In addition, J-U-B will evaluate areas of concern identified by the community relating to intersection/road geometry and sight distance. This information will be summarized and included in the Transportation Master Plan. Field surveys are not anticipated nor included in this scope of work.
- 3D. Roadway Design Standards:** J-U-B will work with city staff to develop up to 4 typical sections for roadway design to be included in the plan. J-U-B will anticipate an initial review by the city, revisions by J-U-B and publishing a final draft for the draft Transportation Master Plan. A final revision for the final Transportation Master Plan is anticipated.
- 3E. Other modes of transportation inventory:** J-U-B will identify and analyze other modes of transportation facilities and services in Bonners Ferry; anticipated to include transit, public transportation, bicycle and pedestrian facilities, trails, surrounding airport facilities, freight and truck traffic, and railroad. This information will be summarized and included in the Transportation Master Plan.
- 3F. Connectivity Map:** J-U-B will prepare a map showing key destinations (existing and future parks, schools, etc.) and facilities that are located inside city limits, within the city's area of impact. The map will identify connections and facility types for existing and future roads, sidewalks and trails. This map will reflect input received during public planning process.
- 3G. Review functional classification:** J-U-B will identify existing roadway classifications (using Federal Highway Administration guidelines) within transportation study area. J-U-B will evaluate these classifications and will identify roads that may need to be reclassified as collectors and/or arterials to coincide with future growth areas.
- It's essential that the City can provide traffic volume data when needed for some types of classifications.

Task 3 Deliverables:

- GIS map – Existing Traffic Information at key intersections (ADT, AADT, and/or peak hour counts as provided under this scope or made available by the city)
- Matrix of existing plans and relevancy to the Transportation Master Plan
- GIS map – Crash Locations
- GIS map – Connectivity Map
- GIS map – Existing and Proposed Roadway Functional Classification

Task 4 – Land Use and Growth Impacts

- 4A. Prepare existing and historical land use/population analysis:** J-U-B will reference statistical data provided by the US Census Bureau, Idaho Department of Labor, and the City of Bonners Ferry Zoning map to evaluate population demographics, household income, property values, employment characteristics/locations, etc. This information will be documented and analyzed in the Transportation Master Plan.
- 4B. Prepare future land use/population estimates – 20 years:** J-U-B will reference the City of Bonners Ferry Current Zoning Map and Future Land Use Map, proposed development plans and future growth areas provided by the City to develop future population forecasts that will be based on historical trends, current and past residential/commercial building activity, and known/approved developments. A summary of the anticipated future population will be included within the Transportation Master Plan.
- 4C. Develop 20 year traffic forecasts:** J-U-B will develop 20-year traffic forecasts at the roads/intersections evaluated – see scope of work item 3C.

Task 4 Deliverable:

- GIS map – 20-year traffic forecasts

Task 5 – Pavement and Sign Management

- 5A. Define goals and objectives:** J-U-B will summarize the goals and objectives for pavement and sign management as identified by City staff and the public. Pavement and asset management strategies will be crafted and implemented around these goals and objectives.
- 5B. Evaluate existing city pavement and sign management practice, budget & technical data:** J-U-B will coordinate with staff to identify existing pavement and sign management methodology and budgeting methods in order to develop a workable pavement management strategy. J-U-B will coordinate with city staff to obtain existing pavement and sign condition data and determine completeness.
- 5C. Conduct asset inventory:** J-U-B will utilize/develop existing centerline, sign and pavement condition shape files provided by the City (roadway centerline GIS) and LHTAC (existing iWorQ sign inventory and pavement condition)..
- 5D. Define methodology:** J-U-B will work with City staff to select the preferred condition assessment model for the pavement and sign management methodology to include decision making and decision tree tools.

- 5E. Recommendation on future improvements:** J-U-B will evaluate asset inventory identified in subtasks 5A-5D and prepare an analysis and recommendations for future improvements in the Transportation Master Plan.

Task 5 Deliverables:

- Excel Spreadsheet – Street Condition Data; Treatment Costs; Decision Tree
- GIS map – Existing Pavement Condition
- GIS map – Drainage facilities & Bridges (as defined by city staff)
- GIS map – Signs
- GIS map – Remaining Service Life

Task 6 – Capital Improvement Program

- 6A. Define goals and objectives for Capital Improvement Projects (CIP):** J-U-B will summarize the goals and objectives that were developed by the community throughout the public involvement process.
- 6B. Develop CIP project priority list:** J-U-B will create a list of up to five (5) CIP projects and prepare estimated opinions of construction cost estimates and potential funding sources as identified in subtasks 6C and 6D. These projects will be based on input received during the public involvement process and will be developed in coordination with the City and TAC.
- 6C. Prepare planning cost estimates:** J-U-B will prepare planning level cost estimates for the short-term CIP projects.
- 6D. Prepare funding source list:** J-U-B will identify grants and other funding sources that may be applicable in funding the CIP projects.
- 6E. Prepare implementation action item list:** J-U-B will prepare a list of action items to be completed by the City and/or members of the community to implement the Transportation Master Plan. For example, the proposed functional classification map might need to be submitted to ITD for a change request and consideration for approval, maintenance crews may need to attend training to qualify for funding, a resolution may need to be passed or ongoing multi-jurisdiction coordination may need to continue.

Task 6 Deliverables to be included in the Transportation Master Plan documents:

- GIS map – CIP projects
- Implementation action item list

Task 7 – Transportation Master Plan Document and Adoption Process

- 7A. Draft Transportation Master Plan:** J-U-B will assemble a draft Transportation Master Plan with all attachments and maps and will provide 1 electronic copy to city staff to distribute to the Planning and Zoning Commission, City Council, and TAC to review and comment. J-U-B will provide a copy for display at city hall that seeks input from the public. J-U-B will prepare a newsletter seeking additional public input for a 30-day comment period.
- 7B. Final Draft Transportation Master Plan:** Based on the results of 7A, J-U-B will coordinate comments and make modifications responding to city staff, the Planning and Zoning Commission and the City Council and will develop a final draft. The final draft will go to the

TAC if applicable to resolve issues and to reach consensus prior to beginning the adoption process.

7C. Final Transportation Master Plan / Adoption Process: Based on the results of 7B, J-U-B will produce a final Transportation Master Plan document. J-U-B will provide an electronic copy of the final Transportation Master Plan for the Planning and Zoning Commission and City Council to review and approve.

Task 7 Deliverables:

- Draft Transportation Master Plan
- Final Draft Transportation Master Plan
- Final Transportation Master Plan (2 hard copies, 2 electronic copies—PDF format)
- Electronic GIS shape files

Task 8 – Material Items

The project materials and mileage costs are presented in the following table:

Task Number	Item	Amount
8A	Informational Meetings – displays and necessities	\$240.00
8B	Copies of Transportation Master Plan Document	\$200.00
8C	Travel (150 miles @ \$.55, Assumes 8 trips total)	\$660.00
Total		\$1,100.00

Assumptions, limitations and responsibilities reflected in the above scope of work:

- **Public Involvement, Noticing and Adoption Process:**
 - The cost of postage, printing and distribution of public events and related meeting fliers will be the responsibility of the City.
 - It is the City’s responsibility to provide all required noticing for public meetings and arrange for meeting space.
 - City will organize and invite members of the community to participate in the Advisory Group to provide input to the Transportation Master Plan.
- **GIS/Shape files/Electronic files:**
 - J-U-B will use existing or prepare GIS mapping files as specifically identified in this scope of work. Further requested mapping will be negotiated as a supplemental scope of services.
 - This scope of work assumes one review and revision process for GIS maps.
 - J-U-B will provide all final GIS shape files to the City.
 - J-U-B will coordinate with Boundary County (County) and the Idaho Transportation Department (ITD) as part of the planning process.
- **Asset Database/Software:**
 - J-U-B will work with the City to develop an asset database and perform 1 day of field review with City staff to establish pavement and sign rating

- procedures. The City will then be responsible for performing asset assessment and rating for pavements and signs.
- o No asset management software will be provided. An excel spreadsheet with tabs containing street condition data, treatment costs, and a decision tree will be included for pavement and sign management plan elements.

SCHEDULE OF SERVICES

Predicated upon timely receipt of CLIENT-provided information, typical review periods, and active direction during work, J-U-B anticipates the following schedule for the Services listed:

Task Number	Task Name	Task Begin	Task End
1	Project Management, Administration, & Closeout	October 2017	Ongoing
2	Public Involvement and Interactive Comment Map	October 2017	May 2018
3	Coordination of Existing System and Future Plans	October 2017	May 2018
4	Land Use and Growth Impacts	October 2017	May 2018
5	Pavement and Sign Management Plan	December 2017	April 2018
6	Capital Improvement Plan	December 2017	August 2018
7	Transportation Master Plan Document & Adoption	February 2017	Sept. 2018
8	Materials*	October 2017	Ongoing

BASIS OF FEE

J-U-B's Basis of Fee for the Services listed in the Agreement is as follows:

Task Number	Task Name	Amount
1	Project Management, Administration, and Closeout	\$4,300
2	Public Involvement and Interactive Comment Map	\$17,500
3	Coordination of Existing System and Future Plans	\$12,900
4	Land Use and Growth Impacts	\$4,100
5	Pavement and Sign Management Plan	\$6,700
6	Capital Improvement Plan	\$7,800
7	Transportation Master Plan Document & Adoption	\$9,900
8	Materials*	\$1,100
Lump Sum Total		\$64,300



J-U-B ENGINEERS, INC.

J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

Attachment 2 – Special Provisions

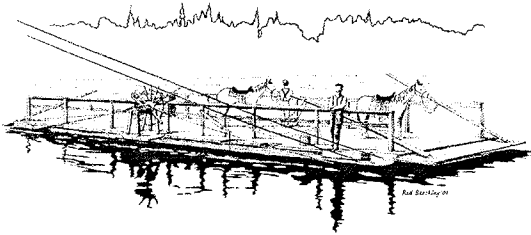
The TERMS AND CONDITIONS of the Agreement for Professional Services are amended to include the following Special Provisions:

For the purposes of this attachment, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Agreement for Professional Services,' executed between J-U-B and CLIENT to which this exhibit and any other exhibits have been attached.

SPECIAL PROVISIONS

1. INSURANCE: J-U-B 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 J-U-B, all J-U-B employees, BONNERS FERRY, 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 J-U-B acts. J-U-B shall provide proof of liability coverage as set forth above to BONNERS FERRY prior to commencing its performance as herein provided, and said require insurer to notify BONNERS FERRY ten (10) days prior to cancellation of said policy.

END OF SPECIAL PROVISIONS



MEMO

CITY OF BONNERS FERRY
CITY ENGINEER/ADMIN

Date: October 13, 2017
To: City Council
From: Mike Klaus, City Engineer/Admin
Subject: **Electric Department - New Bucket Truck**

This year we have budgeted for a new bucket truck to replace Unit 131. And it turns out that Unit 131 is now having operational problems.

I have attached the quote for the truck and ask for approval to spend up to \$117,000 to purchase the new truck. The base cost of the truck is \$115,000 but the addition of a ladder rack, and lighting will bring the total up approximately \$2,000

Please let me know if you have any questions.

Thank you,

Mike



Date: 9/11/2017

Customer: City of Bonners Ferry

Stock Unit AT40G Outrigger F550 4x4

- Altec Model AT40G Articulating Telescopic Aerial Device with an insulating lower arm, insulating telescopic upper boom
- Ground to Bottom of Platform Height: 40.6 ft at 10.9 ft from centerline of rotation (12.4 m at 3.3 m)
- Working Height: 45.6 ft (13.9 m)
- Maximum Side Reach: 29.7 ft at 15.2 ft platform height (9.1 m at 4.6 m)
- Articulating Arm Articulation: -5 to 79 degrees
- Lower Boom Articulation: -25 to 75 degrees. Insulator provides 8.0 - 35.0 in (203.2 - 889 mm) of isolation.
- Platform rotates 180 degrees around boom tip
- Single, end-mounted, fiberglass, one-man platform, 24 x 30 x 42 in
- Platform Cover
- Platform Liner
- Hydraulically leveled platform
- Engine start/stop at upper and lower controls with Secondary Stowage System
- ISO-Grip Insulating 4 Function, Proportional Speed, Upper Control Handle - with safety interlock and interlock guard (Fiber Optics)
- One (1) set of hydraulic tool circuits at the platform
- Insulating, ANSI Category C, 46KV and below
- Manual lowering valve at boom tip
- Universal Small Aerial Body
- Tailshelf with Integrated Side Access Steps, Two Wheel Chock Holders, and Smooth Galvaneal Floor Installed at Rear of Body
- Combination 2" Ball and Pintle Hitch
- H-Frame Primary outrigger configuration with safety interlock system
- Complete LED FMVSS Lighting Package
- 6-way trailer Receptacle (Pin Type) Installed At Rear
- Standard safety kit included
- Non-skid walking surfaces

Ford F550 Chassis Information

- Ford F550 Regular Cab, 60 in CA
- 4x4 Drivetrain
- 18,000 lb GVWR with 7,000 lb FAWR and 13,660 lb RAWR
- 6.7L Power Stroke Diesel Engine
- TorqShift 6-Speed Auto w/OD Transmission
- White

Sales Price:	\$ 115,000
SEVEN WAY LIGHTS	\$
LADDER RACK	\$
LIGHT BAR	\$
Total:	\$

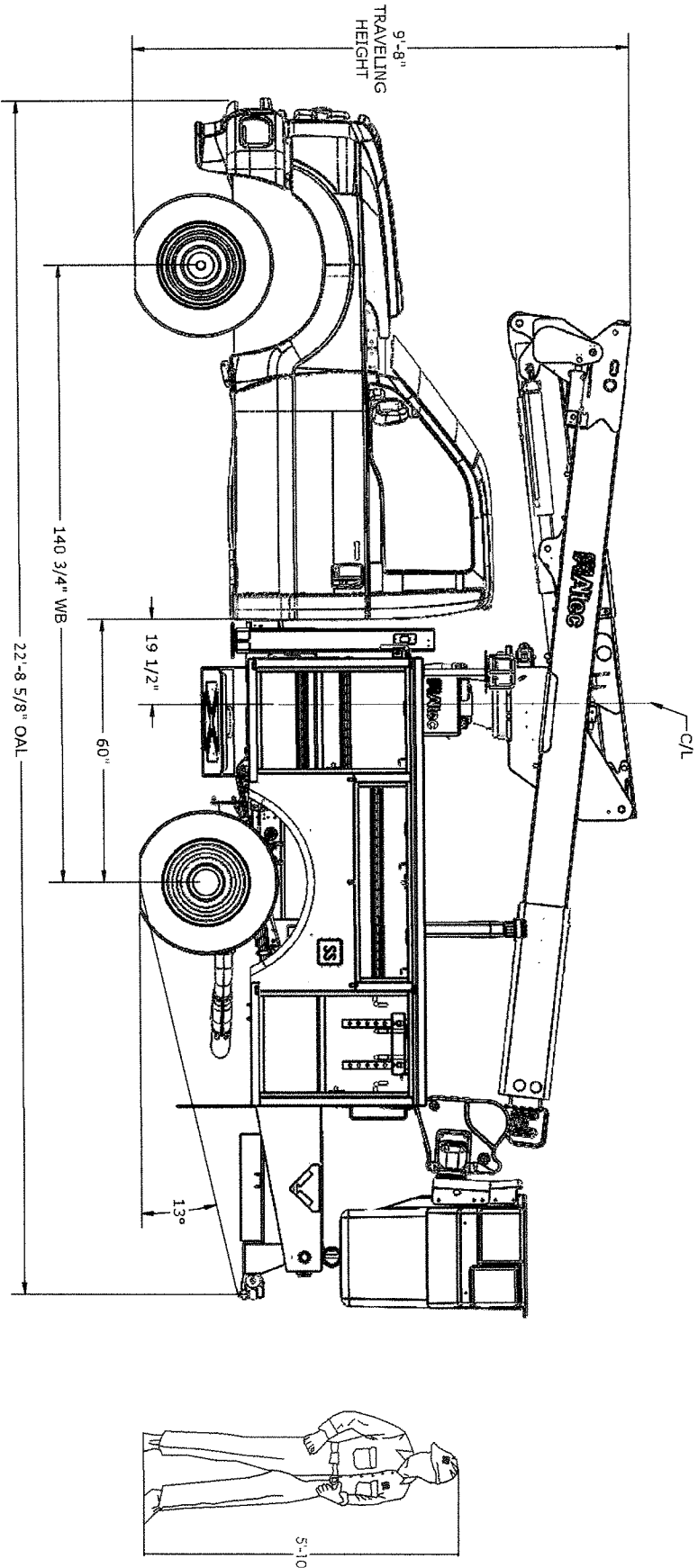
Visit www.altec.com for additional models and information. Quote valid for 45 days; Price does not reflect any local, state or Federal Excise Taxes (F.E.T.).

In the interest of product improvement, Altec Inc. reserves the right to modify, change or revise design and specifications, and furnish products so altered without prior notice.

One (1) year parts warranty, One (1) year labor warranty, Ninety (90) days warranty for travel charges. Warranty on structural integrity of the following major components is to be warranted for so long as the initial purchaser owns the product: Booms, boom articulation links, hydraulic cylinder structures, outrigger weldments, pedestals, sub bases, and turntables

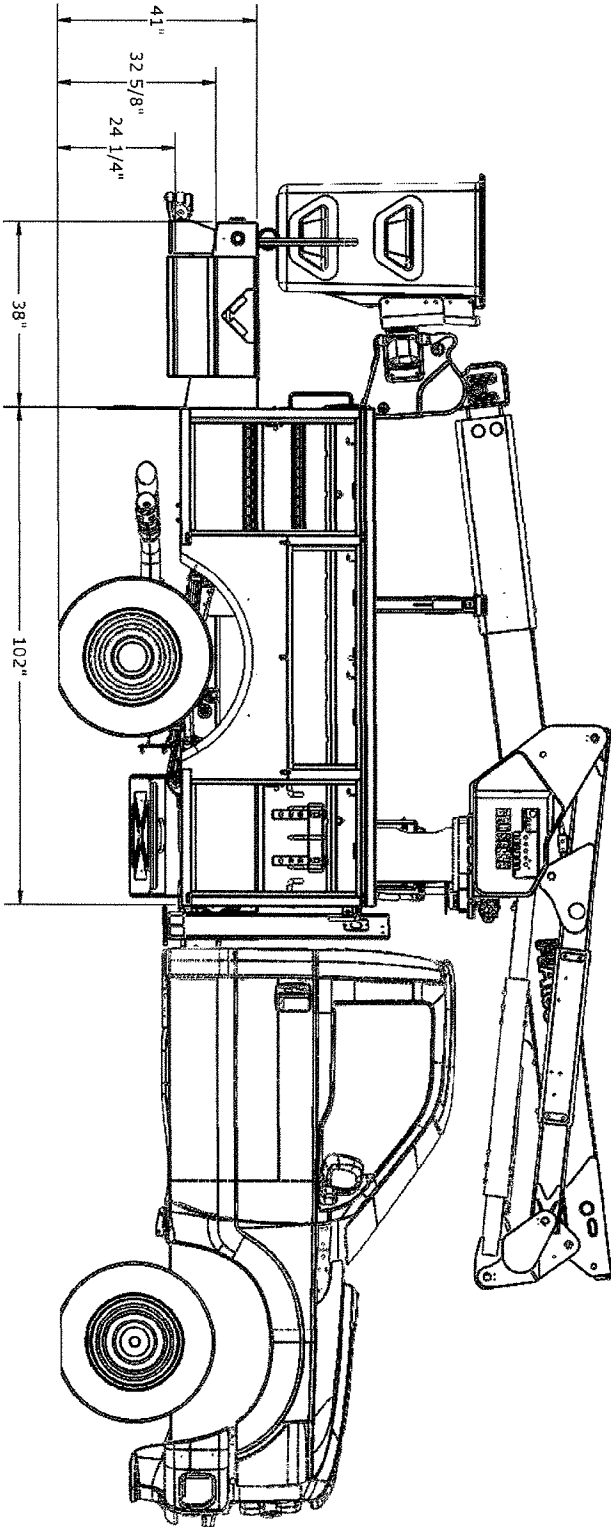
IMPORTANT INFORMATION: Vehicles over a maximum gross vehicle weight of 26,000 lbs require the operator to have a Commercial Driver's License. It is the responsibility of the owner to maintain compliance with this requirement. Altec recommends close monitoring of additional weight attributed to fuel, tools, occupants, equipment, cargo, and equipment in tow, which may impact overall Gross Vehicle Weight. Altec Industries, Inc. assume no responsibility for the customer operation of products in a manner that violates federal, state or local laws.

REVISIONS			
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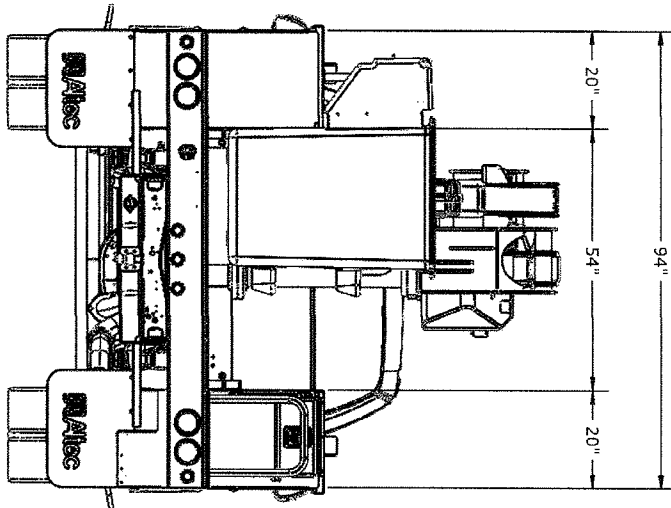
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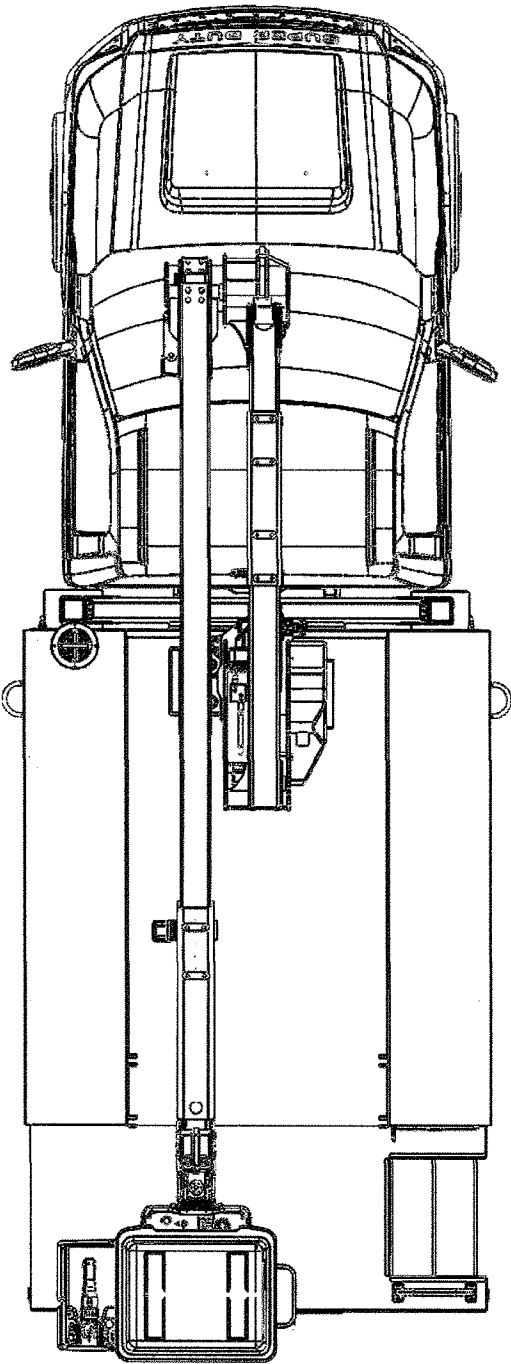
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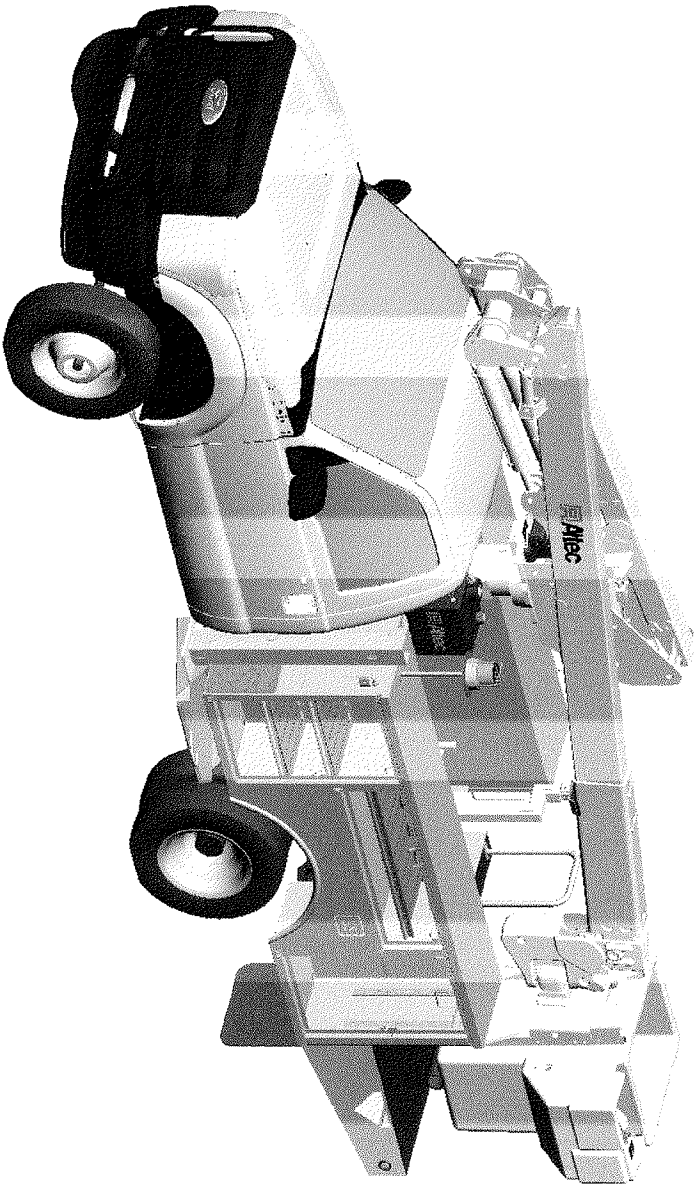
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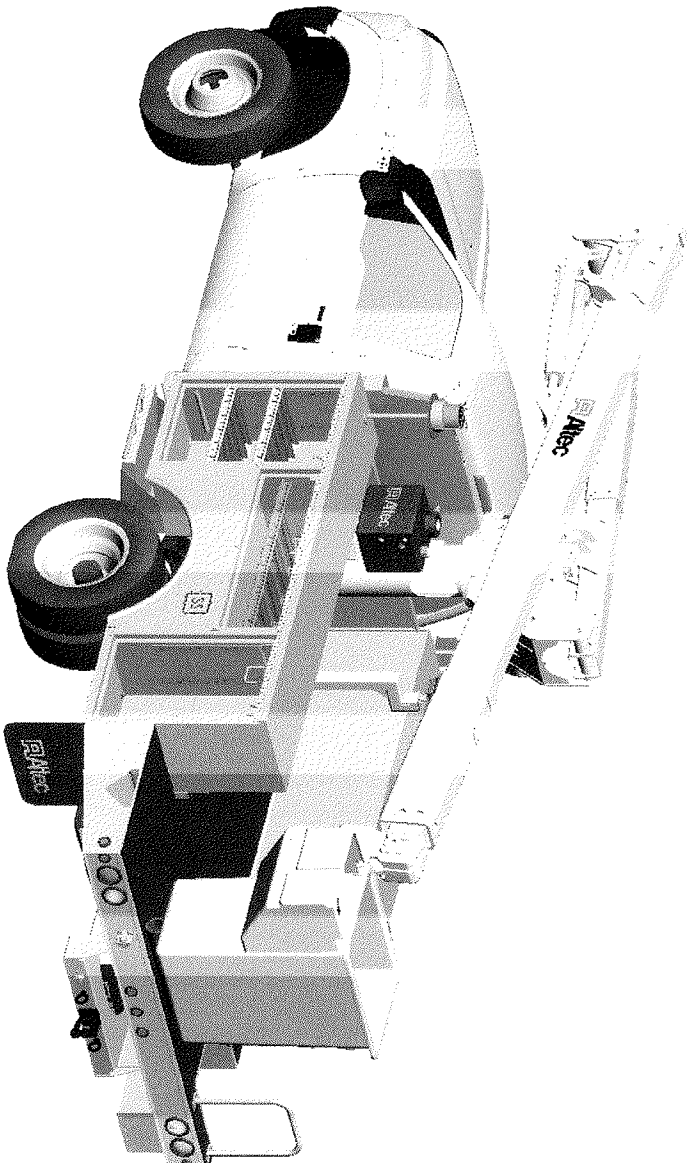
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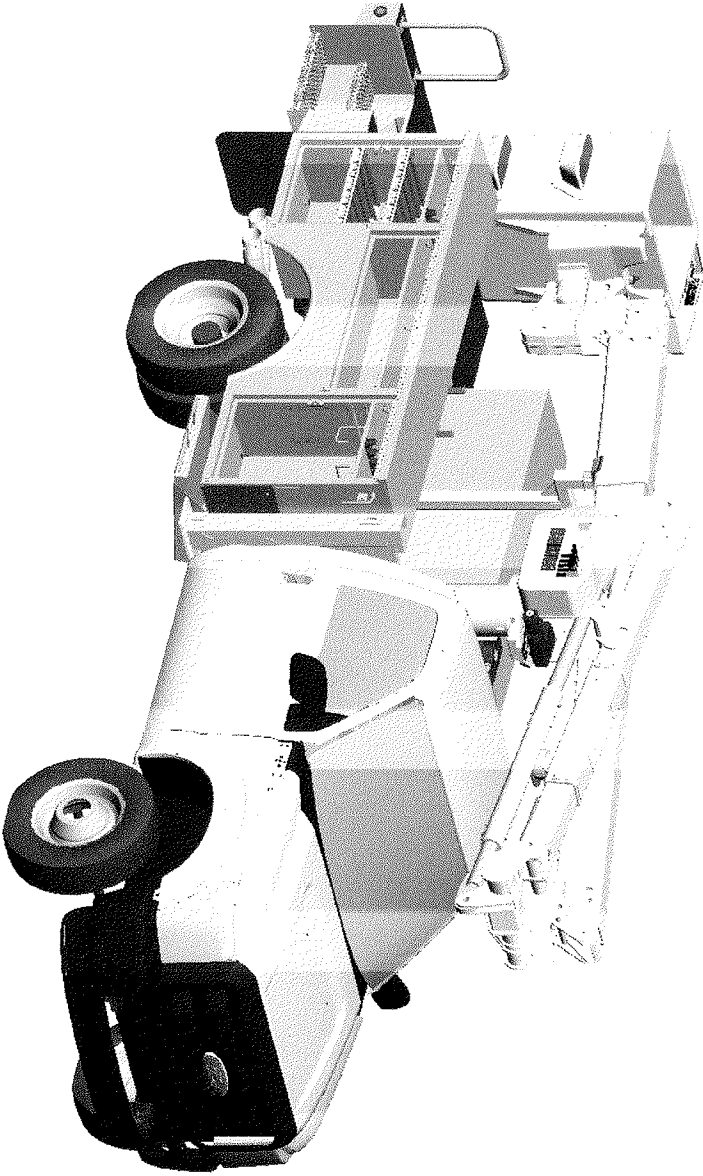
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UNIT: <u>A140-G</u> SUBBASE HEIGHT: <u>-</u> BODY CROSSMEMBERS: <u>-</u> FLATBED CROSSMEMBERS: <u>-</u> CHASSIS MAKE: <u>FORD</u> CHASSIS MODEL: <u>E-550</u> CHASSIS YEAR: <u>2015</u>		APPROVAL PRINT STAMP <input type="checkbox"/> APPROVED <input type="checkbox"/> APPROVED AS NOTED <input type="checkbox"/> NOT APPROVED, CHANGE AS NOTED, RESUBMIT FOR APPROVAL. NOTE: ANY CHANGES MAY AFFECT PRICE RETURN OF APPROVAL PRINT REQD BY: <u>-</u> BY: <u>-</u> DATE: <u>-</u>		W.O. NO.: <u>D.J.#32258984:32258990</u> NOTES: <u>DO NOT SCALE THIS PRINT, REMOVE ALL BURS & SHARP EDGES, ALL DIMENSIONS ARE IN INCHES, CAD SOFTWARE SOLIDWORKS.</u>		CONFIDENTIAL: THE DRAWING AND ITS CONTENTS ARE THE PROPRIETARY AND CONFIDENTIAL INFORMATION OF ALTEC INDUSTRIES, INC. THIS DRAWING IS PROVIDED TO A SOMEONE OUTSIDE ALTEC, IF IT IS DONE SO FOR THE LIMITED PURPOSE OF ASSASSING THAT RECIPIENT WITH A RECIPIENT AGREES TO OBTAIN IT IN CONFIDENCE AND NOT TO USE IT BEYOND THE PURPOSE PREVIOUSLY STATED. RECIPIENT AGREES NOT TO REPRODUCE, COPY, OR PUBLICLY DISCLOSE THE DRAWING AND ITS CONTENTS.		DRAWN BY: <u>W. ACKERMAN</u> DATE: <u>05/04/14</u> SHEET: <u>6 OF 8</u> CHECKED BY: <u>-</u>		SCALE: <u>1:25</u> REC: <u>2</u> NUMBER: <u>970577341</u> REV: <u>A</u> ALTEC Altec Industries, Inc. 210 Inverness Center Drive Birmingham, AL 35242 SALES DRAWING FOR **CUSTOMER NAME** USA 102-60	
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UNIT: AT40-G
 SUBBASE HEIGHT: -
 BODY CROSSMEMBERS: -
 FLATBED CROSSMEMBERS: -
 CHASSIS MAKER: FORD
 CHASSIS MODEL: F550
 CHASSIS YEAR: 2015

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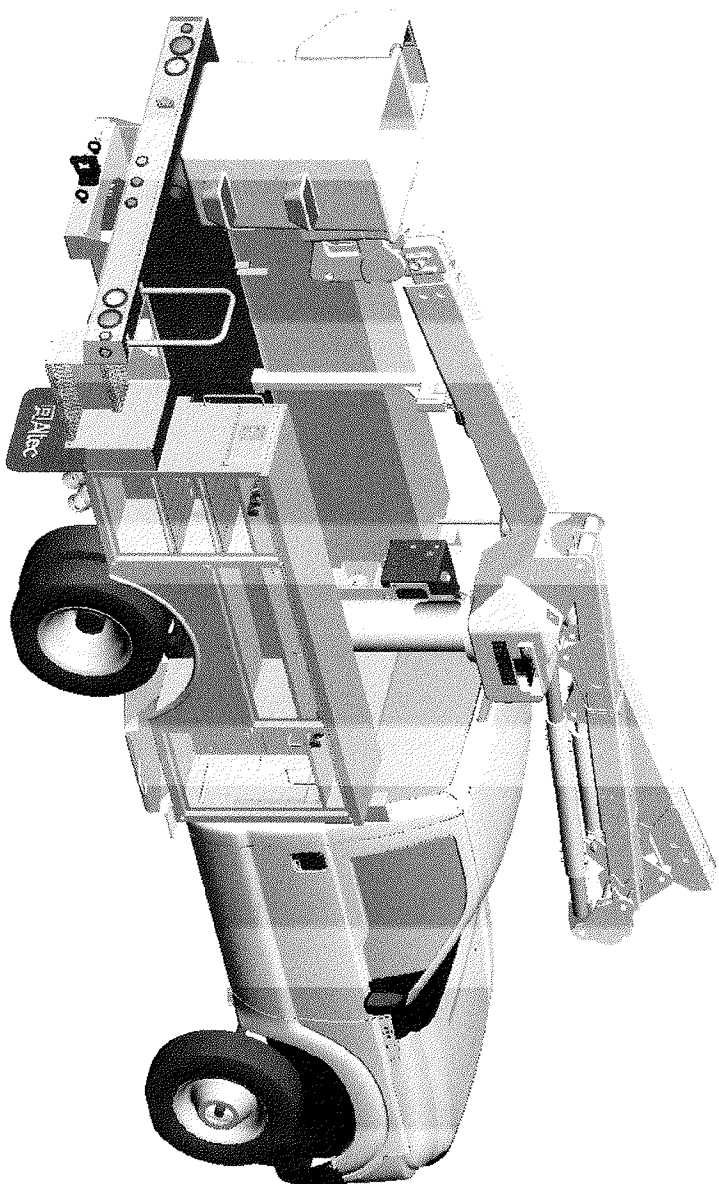
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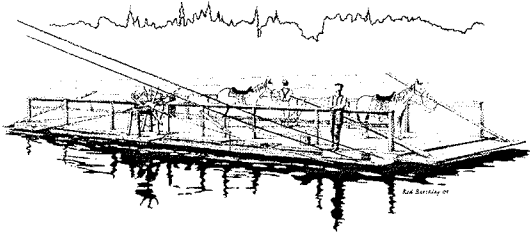
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ATEC
 Atec Industries, Inc.
 210 Everness Center Drive
 Birmingham, AL 35242
 TITLE: SALES DRAWING FOR **CUSTOMER NAME**
 U.S.A. 102-60

SCALE	SHEET	NUMBER	REV
1:25	2	970577341	A



UNIT: <u>AT4D-G</u> SUBBASE HEIGHT: <u>-</u> BODY CROSSMEMBERS: <u>-</u> PLATED CROSSMEMBERS: <u>-</u> CHASSIS MAKER: <u>FO RD</u> CHASSIS MODEL: <u>F550</u> CHASSIS YEAR: <u>2015</u>		APPROVAL PRINT STAMP <input type="checkbox"/> APPROVED <input type="checkbox"/> APPROVED AS NOTED <input type="checkbox"/> NOT APPROVED, CHANGE AS NOTED, RESUBMIT FOR APPROVAL. NOTE: ANY CHANGES MAY AFFECT PRICE RETURN OF APPROVAL PRINT RECD BY: <u>-</u> BY: _____ DATE: _____		W.O. NO.: <u>D.J.#3225898432258990</u> NOTES: <u>DO NOT SCALE THIS PRINT REMOVE ALL BURS & SHARP CAD SOFTWARE SOLIDWORKS</u>		CONFIDENTIAL HERETOFORE AND ITS CONTENTS ARE THE PROPERTY AND NOT TO BE REPRODUCED, COPIED, OR PUBLICLY DISCLOSED. IF THIS DRAWING IS PROVIDED TO A SOMEONE OUTSIDE ATTEC, IT IS DONE SO FOR THE LIMITED PURPOSE OF ASSISTING IN THE DESIGN AND CONSTRUCTION OF THE EQUIPMENT AND THE DRAWING AND THE RECIPIENT AGREES TO MAINTAIN IT IN CONFIDENCE AND NOT TO USE IT BEYOND THE PURPOSE PREVIOUSLY STATED. RECIPIENT DEVIATES FROM AND RE-CONFINE COPY OR PUBLICLY DISCLOSE THIS DRAWING AND RE-CONFINE		DRAWN BY: <u>W. ACDEFAN</u> DATE: <u>05/06/2014</u> CHECKED BY: <u>-</u>		SHEET: <u>8 OF 8</u>		SCALE: <u>1:25</u>		TITLE: <u>SALES DRAWING FOR **CUSTOMER NAME**</u> ATTEC Industries, Inc. 210 Inverness Center Drive Birmingham, AL 35242 USA 102-60		NUMBER: <u>970577341</u> REV: <u>A</u>	
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MEMO

CITY OF BONNERS FERRY
CITY ENGINEER/ADMIN

Date: October 13, 2017
To: City Council
From: Mike Klaus, City Engineer/Admin
Subject: **New Phone System - Contract**

In April of this year, the Council approved the purchase of a new phone system, up to \$20,000. Now that our shops have the proper equipment to facilitate the new phone system, we can move forward. In order to move forward, we need to sign the attached contract with DataTel.

A revised quote is included with this memo, that includes a teleconference phone for the Council room. Since the quote is higher than approved by Council in April, I am requesting approval for the new amount quoted which is \$20,233.60. I also request that the Council approve the Mayor to sign the attached contract.

Please let me know if you have any questions.

Thank you,

Mike

Telephone Communication System Proposal (4)

City of Bonners Ferry

Idaho's Most Friendly Town!

Mr. Mike Klaus

Thank you for re-engaging DataTel Communications for your telephony solution for the City.

Mitel is a market and technology leader in communications. What follow is but a small list of your platform's features:

- **Unlimited voicemail boxes**
- **Auto Attendant** for after-hours notification, directions, etc.
- **Dynamic Extension**, pairing your desk phone with mobile device
- **Single button recording and retrieving**
- **Conference calling**
- **UC 360 / advanced conferencing and HDMI connection for presentations.**
- **Hands free speaker phone and intercom**
- **Auto copy and forward voicemails to email inbox**

The solution is built for scalability if/when that is needed. It is also the most robust of systems – truly a generational product.

Thank you so much for the opportunity to serve.

Sincere regards,

David Philbrook – Communication Solutions and Marketing

DataTel Communications - 680 S Progress Suite 1

Meridian, ID 83642 -208-401-2126

www.datatelco.com / davidp@datatelco.com

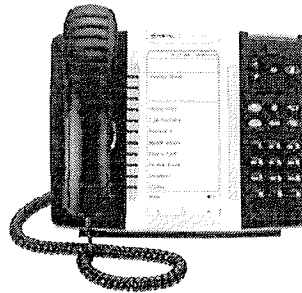
Features include:

- Speed Dial – more than 1,000 numbers
- 2 Way Intercom – Extension dialing.
- On Hold Music/Messaging – Including ability to play commercials promoting your programs
- Desk Call Recording – With a push of a button – record critical and sensitive conversations
- Caller ID – Captures the name and number even if the caller does not leave a message.
- AM/PM Auto Attendant – After Hours and extension routing. Emergency Notifications messaging.
- Conference Calling
- Retrieving Deleted Messages – Within the first 24 hours.
- Do not disturb (DND) – Out to lunch, in a meeting or leave a customized message on your phone.
- Paging – Internal paging through the phones. External paging jack.
- Flexibility - Phone gateway has the ability to run VoIP/SIP, Digital and/or Analog.
- Green – Mitel phones are ROAC Standard making them the greenest.

Beyond the strength, flexibility and ease of the phone system comes DataTel's outstanding service and support. This quote also includes our dedicated on-site training and programming support.

Component Description

- 1 – MiVoice 250 IP Platform
- 21 – 5320 IP Phones
- 8 – 5330 IP Phones
- 1 – UC 360 Conference Unit
- 7 - Mitel Power Brick/Cords and Universal power supply
- 1 – T1/E1 Module
- 1 – 2MB Compact Flash
- 1 – Music/Messaging on Hold licensing
- 1 - All Travel (approx. 1,050 Miles) and food/lodging – two techs
- 1 – All deployment labor and programing.



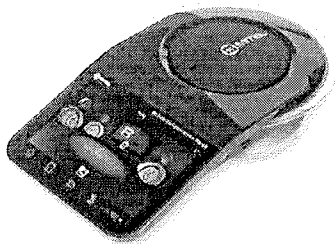
5330 IP Phone



5320 IP Phone



MiVoice 250 PBX



UC 360 MiCollab



(Optional cordless tools for the 5330 IP Phones)

Purchase at – \$20,233.60

Cash terms 50% at signing / 50% after installation and training

Cabling and overhead paging (if needed) is not included

Network Programing (if needed) T and M rate using customer's firewalls



Idaho's leading telephone/network and data provider since 1963

BONUS Maintenance Agreement Features and Benefits

City of Bonner Ferry

The basic DataTel maintenance program provides total care (all labor, travel* and materials) 8:00 AM to 5:00 PM Monday-Friday* but as your phone platform expands and changes, you'll enjoy these **BONUS BENEFITS** by using our maintenance program....

Priority Service Scheduling

Maintenance Agreement Customer receive 'first in queue' priority scheduling.

20% Labor Discount for any ADD, MOVE or CHANGE - *First 100 Miles of Travel @ N/C

With any **addition** new equipment (i.e., phones, headsets, cards) to your current telephone system, **move** of your system to a new location within the same building, or a **change** of the lay-out your system, you'll receive a 10% discount on any labor.

\$10.00 off of any travel to add, move or change your phone platform.

FREE Program Changes

All Program changes on your telephone system, such as changing names, setting up Voice-mail boxes/auto attendants, ringing on the phone or change hold timer, etc. are free. (Labor Rate to those without the maintenance program - \$115.00 / hour.)

FREE Advocate Service with Local Dial tone Providers

We will analyze connectivity issues to determine if the problem is the dial-tone coming in or an equipment issue. DataTel will contact your carrier to work to resolve any issues so you don't have to!

FREE Training - One hour of telephone operation training per calendar year.

FREE Delivery of Parts

FREE DESI (Paper) Labels provided once a year

FREE Labor on Software License Downloads

DataTel Communications is uniquely qualified and positioned throughout Idaho and beyond with 11 technicians, two engineers, and a world-wide network of Mitel partners, to provide an unmatched level of support.



- In the telecommunications industry for 54 years – 3,640 Customers in the local market and throughout US and Canada.
- Idaho Born and Bred – ZERO Debt.
- Ownership has been with DataTel collectively for 48 years.
- Provide direct and remote service and support of our customer's expanding missions.
- Endorsed by established and respected IT directors for our sterling service and continuous support.



- In the industry for 46 years – now in the second largest telephony provider in the global market and *the* up-and-comer in the space.
- Recently acquired Toshiba and ShoreTel with continuing go-to-market plans of competitive acquisition and core development to create the greatest efficiencies and value within Unified and Mobile Communications - on a global scale.
- According to **Gartner, Inc.** (NYSE: IT), the world's leading information technology research and advisory company, Mitel leads the market in the effective shift from hardware to software-based (virtualized) and mobile business communications, and was the first vendor to virtualize voice and voice QOS and deliver it as an application. And MiCloud Hosted Platforms are, by a ratio of 2 to 1, the most engaged hosted telephony solution offered today.



PRODUCT PURCHASE AGREEMENT

This Product Purchase Agreement (the "Agreement") is made the 17th day of October, 2017 between Advanced Communications, Inc., dba DATATEL, with its principal office at 680 S. Progress Ave., Suite #1, Meridian, Idaho 83642, and The City of Bonners Ferry - Idaho, ("Customer"), with its City Hall at 7232 Main Street, Bonners Ferry, ID 83805. In consideration of the mutual agreements contained herein, the parties hereby agree as follows:

1. **THE PRODUCT.** This Agreement pertains to the Equipment and Software described in *Schedule A* (the "Product") to be installed at:

<u>7232 Main Street</u>	<u>Bonners Ferry</u>	<u>Boundary</u>	<u>ID</u>	<u>83805</u>
Address	City	County	State	Zip

(the "Authorized Location"). Subject to the following additional terms and conditions set forth in the sections that follow: (a) Customer agrees to purchase the Equipment described in *Schedule A* and use the Software described in *Schedule A* in accordance with the license terms and conditions contained herein for the Purchase Price specified in Section 3; and (b) DataTel agrees to sell the Equipment described in *Schedule A*, license the Software described in *Schedule A*, install the Product described in *Schedule A* at the Authorized Location, and perform service in accordance with the terms of this Agreement.

2. **PRODUCT INSTALLATION.** DataTel shall not be required to commence installation of the Product until the Agreement has been accepted and approved by an OFFICER of DataTel. DataTel shall install the Product at the Authorized Location; provided that the Authorized Location meets the specifications set forth in *Schedule A*. Upon completion of installation and operation of the Product in accordance with applicable test and performance specifications, DataTel shall notify Customer of the Cutover Date. Cutover Date shall mean the date on which the Product is installed and providing the basic service for which the Product is intended. Minor variances in performance of the Product which do not materially affect the operation of the Product as a whole shall not affect or postpone the Cutover Date or Customer's payment obligations. Customer shall make available a place on its premises for installation of the Product in accordance with the specifications set forth on *Schedule A* and shall permit access to such place for DataTel's personnel, including subcontractors and authorized distributors. Customer shall provide a suitable protected area for storage of the Equipment prior to installation. Customer shall supply all supplemental equipment required for the installation including but not limited to conduits, commercial power wiring and outlets. Customer shall be solely responsible for: (a) obtaining any and all licenses, permits and other authorizations that may be necessary in connection with installation, use or warranty service of the Product, and (b) any services to be provided by or arrangements with, charges assessed by and interconnections with the Telephone Utility and any other Utility. DataTel shall be responsible for installation and warranty service of the Product only on the subscriber side of the interface equipment connecting the Product to the Telephone Utility's system. The Software will be licensed only in connection with the purchase of the Equipment, subject to the terms of this Agreement.

3. **PURCHASE PRICE.** The Purchase Price for the Product and installation is \$20,233.60 plus estimated sales tax of \$ none for a total of \$20,233.60. The estimated Cutover Date is November 24~~th~~th, 2017.

(a) **CASH PURCHASE TERMS:** The Purchase Price is payable:

- (i) 50% (\$10,116.80) upon execution of this Agreement by Customer, and the
- (ii) balance (\$10,116.80) on the Cutover Date. If Customer terminates this Agreement prior to commencement of installation hereunder, for any reason other than the material non-performance by DataTel of its obligations hereunder, DataTel shall retain all amounts paid to DataTel upon execution of this Agreement in addition to any other remedies available to DataTel.

(b) **LEASE/FINANCE TERMS:** Please see Section 11. DataTel will endeavor to make leasing or financing arrangements available with a leasing or financing company for a term of months with a monthly payment of approximately \$ _____, plus tax. A deposit of \$ _____, which represents the _____ months' payment(s) is payable upon execution of this Agreement by Customer.

Customer agrees to execute all necessary lease documents at least seven (7) days prior to the Cutover Date to authorize the lessor to pay the entire purchase price, plus applicable taxes, to DataTel immediately upon substantial completion at the Cutover Date. Title to the Equipment shall remain with DataTel until the entire purchase price is paid. If Customer does not qualify for a lease, then Customer may, at its option, either pay the entire purchase price to DataTel in cash prior to the Cutover Date or terminate this Agreement and immediately return all of the Equipment to DataTel. If Customer has not qualified for and entered into a lease agreement at least seven (7) days prior to the Cutover Date, for any reason other than Customer's inability to qualify for a lease, then DataTel, at its option, shall have the right to: (1) extend the Cutover Date; (2) immediately reclaim possession of any of the Equipment delivered to Customer and thereupon terminate this Agreement; (3) obtain specific enforcement of the terms of this Agreement or recover damages; or (4) exercise any and all other remedies that might be available.

(c) **OTHER TERMS:** _____

(d) **ANNUAL MAINTENANCE:** Acceptance initials: Customer _____, DataTel _____. Customer desires maintenance services by DataTel. Maintenance shall continue for one (1) year following the first anniversary of the Cutover Date. At the first anniversary of the Cutover Date, Customer agrees to sign the Maintenance Agreement and pay the maintenance charge of \$1931. If Customer fails to pay when due the maintenance charge, Customer agrees to pay the retail value (per DataTel's price list) for all maintenance services rendered during the first year following the Cutover Date. (Note: Travel labor/food/lodging is charged once outside Treasure Valley)

(e) **EXTENDED MAINTENANCE:** Acceptance Initials: Customer _____, DataTel _____. Customer desires an extended maintenance program in addition to the warranty period or annual maintenance (Section 3(d) above) at a discounted rate for a period of _____ years for \$ _____. The amount due for extended maintenance is not included in the above Purchase Price and is due and payable in full at the Cutover Date.

4. **RISK OF LOSS OR DAMAGE; TITLE.** Except to the extent any loss or damage to the Product is caused by defects in material or workmanship, Customer assumes the entire risk of loss or damage to the Product while it is on Customer's premises or under its control, whether or not covered by insurance, and no loss shall relieve Customer of its obligations under this Agreement. Customer shall acquire title to the Equipment only upon payment in full to DataTel of the Total Purchase Price. As long as any part of the Total Purchase Price remains outstanding, title to the Equipment shall remain vested in DataTel. Customer acknowledges and agrees that title to the Software shall remain vested at all times in DataTel, or as defined in *Schedule A*, and that nothing contained herein shall operate to transfer any ownership interest in the Software to Customer or any other party.

5. **SECURITY INTEREST; DEFAULT.**

(a) **PRODUCT SECURITY AGREEMENT:** The Product shall remain personal property, irrespective of the manner of its attachment to real estate. To secure performance of all of Customer's obligations to DataTel, Customer grants to DataTel a purchase money security interest in the Product, including all additions, attachments and substitutions, and authorizes DataTel to file a Financing Statement. Customer agrees not to further encumber, sell or otherwise transfer the Product without the prior written consent of DataTel until the total Purchase Price is paid. If default occurs in any of Customer's obligations to DataTel, then interest will accrue at the rate of eighteen percent (18%) per annum on the entire unpaid balance from the date of default until paid.

(b) **REMEDIES FOR DEFAULT:** Upon default in payment or performance hereunder by Customer, DataTel, in addition to any other remedies to which it is entitled, shall have all the rights and remedies of a secured party under the Uniform Commercial Code (and any other applicable law), including but not limited to the following rights: (i) to declare all unpaid amounts hereunder immediately due and payable; (ii) to take possession of and remove any part or all of the Product; and (iii) to Main

Streetrender the Product or any of its functions or features inoperable remotely or otherwise without any demand or notice, and without any court order or other process of law. Customer hereby consents to such taking or disabling of the Product upon default, and Customer hereby waives its rights to claim any and all damages occasioned by such taking or disabling. Customer further agrees that upon default, the Software License is revoked. Notwithstanding any repossession or any other action which DataTel may take in the event of Customer's default, Customer will remain liable for the full performance of its obligations under this Agreement. Customer will reimburse DataTel for all costs and expenses, including reasonable attorney's fees, incurred in connection with the enforcement of any right or remedy hereunder.

6. **MAINTENANCE.** If Customer has contracted for Maintenance Services by initialing Sections 3(d) or 3(e) above, the following provisions apply:
- (a) **MAINTENANCE RESPONSIBILITIES.** DataTel shall provide Customer with all routine and remedial maintenance, including labor and parts, necessary to keep the Equipment in good operating condition. All of DataTel's maintenance responsibilities under this Agreement shall be limited to the equipment listed on the attached *Schedule A*. Unless other equipment is specifically included in writing, all other equipment and all public telephone utility equipment connected or in any way interfacing with the same is excluded. DataTel will use its best efforts to perform all routine and remedial maintenance and repairs at such times as do not unreasonably interfere with Customer's business operations; provided, however, DataTel shall not be required to perform any maintenance on weekends, holidays, or after normal business hours. All such excluded maintenance shall be at Customer's expense based upon DataTel's then prevailing rates and prices, including overtime rates. Equipment additions and modifications made to the initially installed system shall not be covered by this Agreement unless additional maintenance charges are paid by Customer. **All implied warranties of merchantability and/or fitness are excluded.**
 - (b) **EXCLUSIVE MAINTENANCE RIGHTS.** Customer shall neither cause nor permit any maintenance, repairs, alterations or modifications to the Equipment by any party other than DataTel during the term of this Agreement, unless expressly agreed to in writing in advance by DataTel. In the event any such unauthorized maintenance, modifications, alterations or repairs cause or necessitate any corrective maintenance by DataTel, all such corrective maintenance shall be made at Customer's expense, based upon DataTel's then prevailing rates and prices.
 - (c) **SERVICE.** DataTel shall provide Customer with a telephone number and contact point sufficient to enable Customer to notify DataTel during the latter's normal business hours that remedial maintenance is required.
 - (d) **REPLACEMENT PARTS.** DataTel shall endeavor to maintain an adequate inventory of replacement parts to assure that routine and remedial maintenance will and can be performed on a timely basis. However, Customer expressly acknowledges and understands that it would be uneconomical and impractical for DataTel to maintain a sufficient inventory of replacement parts to assure that DataTel will always have sufficient inventory of replacement parts in stock to repair any and all defects and malfunctions which may occur from time to time in the Equipment. Accordingly, in the event of the unavailability of any such part, DataTel's sole responsibility shall be to use its best efforts to secure a required replacement part which is out of stock as soon as is economically possible, and DataTel shall not be liable or responsible to Customer for any failure to have such part in stock. DataTel's obligation to furnish replacement parts under this Agreement during the course of its maintenance services shall be limited to providing standard parts of equal quality. All such parts which have been replaced shall become the sole and exclusive property of DataTel.
 - (e) **MODIFICATIONS.** DataTel shall have the option, but not the responsibility, to make any modifications to the Equipment which it may deem necessary or desirable, in its sole and absolute discretion. DataTel shall endeavor to make such modifications at such times and in such manner so as to not unreasonably interfere with Customer's business operations. However, DataTel shall have the right to make all such modifications during its normal business hours. A refusal on the part of the Customer to permit any such modifications shall constitute a wrongful and material default by Customer under this Agreement. All such modifications shall be made by DataTel without charge to Customer.
 - (f) **RENEWAL.** At the end of the initial maintenance period, the Maintenance Agreement shall be automatically extended unless thirty (30) days prior written notice to the contrary is timely given by either party to the other. If the term of this Agreement is extended, as provided for above, the maintenance charge may be adjusted to reflect an increase consistent with the increased cost of doing business as reflected by the percentage increase of the cost of replacement parts from DataTel's suppliers and the increase in labor costs. All maintenance charges and fees are payable in advance and shall be due at the beginning of each maintenance period.
 - (g) **EARLY TERMINATION.** Customer shall, at its option, have the right to terminate all of its un-matured obligations relating to maintenance under this Agreement on thirty (30) days prior written notice to DataTel subject to the prior satisfaction in full of all its matured obligations to DataTel. Customer hereby affirms that DataTel has no responsibility to repay any portion of any advance annual maintenance charge, and that any such amounts constitute liquidated damages. Customer acknowledges that such liquidated damages are reasonable and have been agreed upon due to the difficulty of measuring the damages DataTel would suffer in the event of any such early termination. Customer waives any and all right to claim that such liquidated damages would be or do constitute an unenforceable penalty.
7. **LIMITED WARRANTY; DISCLAIMER.** See *Schedule A* for the terms of the limited warranty/disclaimer regarding the Product.
8. **UNCONTROLLABLE CIRCUMSTANCES.** DataTel shall not be responsible for any failure on its part to install equipment, perform maintenance services or replace parts due to causes beyond its practical control, including, but not limited to, work stoppages, strikes, boycotts, embargoes, lock-outs, transportation delays, severe weather, fires, floods, earthquakes, casualties, civil disobedience, riots, rebellions, *force majeure*, acts of God, parts shortages, or similar occurrences. If performance by DataTel is prevented, delayed or otherwise made impractical, DataTel shall be excused from such performance to the extent that it is prevented or delayed by such causes. Upon the occurrence of any such events, DataTel shall use its best reasonable efforts to notify Customer of the nature and extent of any such condition.
9. **ASSIGNMENT; SUBCONTRACTING.** This Agreement may be assigned by DataTel in whole or in part, and DataTel may freely subcontract any or all of the work hereunder. Customer may not assign this Agreement in whole or in part without obtaining the prior written consent of DataTel.
10. **SEVERABILITY.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceability provisions were omitted. DataTel and Customer agree to substitute for any invalid or unenforceable provision a valid and enforceable provision that most closely approximates the economic effect and intent of the invalid and unenforceable provision.
11. **LEASE/FINANCE.** If Lease/Finance is completed at Section 3(b) above, DataTel will endeavor to assist Customer make leasing or financing arrangements on the terms specified. Customer acknowledges DataTel has no control over the interest rate or other fees charged by leasing or financing companies which DataTel may approach on behalf of Customer. Customer further acknowledges any such leasing or financing company may request certain personal guarantees in connection with any agreement to enter into a leasing or financing arrangement with Customer. Customer will supply financial information and will execute the leasing or financing company's standard documents. The limited warranty contained above shall run to Customer in the event the Equipment is leased or financed.
12. **ENTIRE AGREEMENT.** The terms and conditions of this Agreement, including *Schedule A*, constitute the entire Agreement between DataTel and Customer and may not be modified or amended except by mutual written agreement. Customer has read all provisions of this Agreement and acknowledges receipt of a copy of this Agreement.

DataTel

By _____ (Date) _____
Name: _____ Title _____

By _____
Scott Langdon, President Date _____



SCHEDULE A

Pursuant to the Product Purchase Agreement ("Agreement") dated October 17, 2017, between Advanced Communications, Inc. dba DataTel, and The City of Bonner Ferry ("Customer"), it is hereby agreed as follows:

1. THE PRODUCT. The Product to which the Agreement pertains, for which Customer is obligated to pay the Purchase Price, and which DataTel is obligated to install, provided the conditions of this agreement are met, consists of the Equipment and Software itemized below.

Item ID	Description	Quantity
50006191	MITEL 5320 IP PHONE	21.00
50006476	MITEL 5330E IP PHONE GIGABIT	8.00
50006500	2GB Compact Flash MiVoice Office 250 NA	1.00
51005172	PWR CRD C7 2.5A 125V-NA PLUG NON POLARIZ	7.00
51015131	48VDC ETHNT PWR ADPT 100-240V 802.3af	7.00
52002696	MiVo Office IP Base Pack NA	1.00
54009245	SWA Std 1y MVO250 upto 32 usr	1.00
590.2702	Dual T1/E1 PRI TM2 NA	1.00
840.0416	MiVoice Office License - IP Phone Cat D	13.00
840.0819	File-based MOH	1.00
840.0418	FEATURE CAT F LICENSE 5000	1.00
50006580	MITEL UC360 AUDIO CONF UNIT	1.00
51301151	MITEL POWER SUPPLY FOR UC360	1.00
1HEADEND	HEADEND LESS THAN 40 PHONES NEW INSTA	1.00

2. CHANGE ORDERS. The purchase price of the equipment shall be subject to adjustment in the event of any mutually agreed changes made to the above lists, including the addition or deletion of items of equipment or any changes in specifications, attachments or features. *Any cable runs not listed above are not included and will be considered a change order. Additional charges will be billed accordingly.*
3. INSTALLATION SPECIFICATIONS. DataTel's obligation to install the Product at Customer's Authorized Location is contingent upon the provision of an Equipment Room that meets environmental and electrical requirements for the installation of system(s) equipment, including but not limited to the following: (a) a 10-ampere - 117 volt AC isolated circuit terminating within 6 feet of the system(s) is required; (b) a conduit, if required by building codes; (c) normal business lighting; (d) room temperature ranging between 30-80°F; (e) relative humidity not exceeding 80% - non-condensing; (f) 3-foot minimum clearance in front of the main frame equipment secured access preferable; (g) access to "cold water ground" within 10 feet of the system(s); and Other: _____

4. WARRANTY PERIOD AT NO CHARGE ON: Equipment 12 Months; Software 12 Months; Labor 0 Months

5. PRODUCT WARRANTY AND WARRANTY DISCLAIMER.

- (a) Equipment Limited Warranty: DataTel warrants the Equipment will be free from defects in material and workmanship for the period set forth in Section 4 from the Cutover Date.
- (b) Software Warranty: DataTel warrants the Software will be free from any defect which causes a material non-conformity between its performance as described in the related documentation and actual performance for the period set forth in Section 4 from the Cutover Date. DataTel does not warrant that operation of the system will be uninterrupted or error free.
- (c) Rights And Remedies: Upon notification of a defect, DataTel shall have the option either to repair or replace the defective part of the Equipment or Software. Such repair or replacement shall be Customer's sole and exclusive remedy; provided that Customer shall notify DataTel of any defects promptly upon discovery. All replaced parts will become the property of DataTel. Customer agrees that any rights it may have pursuant to the warranty are independent of its obligation to make all payments due DataTel hereunder on a timely basis, and that any claim under this warranty or otherwise against DataTel shall not give rise to (i) a right to withhold any payment due, or (ii) any other remedy, including, without limitation, setoff, counterclaim, incidental or consequential damages for lost profits, lost sales, damage to reputation, injury to property or any other consequential loss.
- (d) Labor: For the period set forth in Section 4 from the Cutover Date, DataTel shall perform, free of charge, all necessary labor to perform the warranty.
- (e) Disclaimers: DATATEL FURNISHES THE WARRANTIES CONTAINED IN THIS SECTION IN LIEU OF, AND TO THE EXCLUSION OF, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. The warranties shall be void as to product damaged or rendered unserviceable by negligence of non-DataTel personnel, misuse, theft, vandalism, fire, water or other peril, or repair relocation or alteration of the product not authorized by DataTel. DataTel shall have no liability for, and Customer shall indemnify DataTel for any expenses it incurs hereunder attributable to, the failure of customer to comply with environmental and electrical requirements specified in section 3 or for any failure of or interference with the operation of any equipment or software attributable to services or products of other vendors, including, without limitation, the central office lines of any local telephone company. In no event will either DataTel or Mitel be liable or obligated under any section of this agreement or under any contract, negligence, strict liability or other legal or equitable theory for any indirect, incidental, special, punitive or consequential damages arising out of or in connection with this agreement, including but not limited to loss of profits, revenue, data or use, incurred or suffered by either party or to any third party.

- (f) Non-Transferability: DataTel's obligations under this Warranty are limited to Customer unless DataTel has provided its written consent to the transfer of the Product to another end-user.
 - (g) Work Hours: Warranty work shall be performed by DataTel as soon as reasonably practicable at the Authorized Location (or at DataTel's location, as appropriate). DataTel's normal working hours for purposes of this Agreement are 8:00 a.m. to 4:30 p.m., Monday through Friday, except Holidays. Services performed due to Customer's operational requirements, outside the aforesaid normal working hours, will be billed to and paid by Customer in accordance with DataTel's standard rates.
6. **SOFTWARE LICENSE (MITEL TRADEMARK PRODUCTS ONLY)**: Customer acknowledges and agrees that the Software listed in Section 1 is proprietary to Mitel Technologies, Inc. and constitutes trade secrets of Mitel. All applicable rights to patents, copyrights, trademarks and trade secrets in the Software are and shall remain in Mitel. Usage is conditioned upon direct registration of the Software with Mitel. DataTel cannot warrant the Software against possible patent or trademark infringement claims; however, if Customer's usage of the Software is impaired by a claim of infringement against Customer, DataTel will, at its option and expense, either procure rights for Customer to continue using the Software, or replace the Software to provide a non-infringing solution that performs substantially similar functions to the original Software. Upon failure of DataTel to do so, DataTel will refund the price of the Software paid by Customer and release Customer of its obligations under the Agreement regarding further payment for the Software.
 7. **FRAUD DISCLAIMER/WARNING**. DataTel disclaims any express or implied warranty that the equipment is technically immune from or prevents fraudulent intrusions into and/or unauthorized use of the system (including its interconnection to long distance network). Customer is hereby warned that fraudulent use of the system, including but not limited to DISA, Auto-Attendant, Voice Mail, RMATS, 800 and 900 service, as well as 10XXX, is possible, and Customer assumes the risk of such.
 8. **MUSIC ON HOLD**. If Customer requests *DataTel* to connect a tuner or a CD player to the music on-hold feature, Customer must be aware that unlicensed public music performances by means of these devices may constitute an infringement of the United States Copyright Law. Under the U.S. Copyright Law, a license must be obtained for the public performance of copyrighted music. To 'perform a work' is defined as to recite, render, play, dance or act it either directly or indirectly by means of any device or process ... *including music services performed over telephone lines*. Non-dramatic performing rights in all copyrighted music are licensed in the United States through 3 organizations, each of which offers a different collection of music. They are: American Society of Composers, Authors and Publishers (ASCAP); Business Music, Inc. (BMI); SESAC (formerly the Society of European Stage Authors & Composers) Since the above 3 organizations license the performing rights to most of the copyrighted music played in the US today, most establishments must be licensed by all three to avoid wholesale copyright infringement. To license your organization, customer must pay each ASCAP, BMI and SESAC annual fees based on the number of trunk lines used to provide your music on-hold service. In addition to the performing rights, if customer wants to play a CD on-hold, they must obtain a license for the publishing rights, and the mechanical rights, as well as get permission from the performers themselves. If Customer chooses not to obtain appropriate licenses, Customer, as well as supervising individuals, can be sued in federal court and be subjected to substantial liability in the form of statutory damages. Customer understands Customer is responsible for obtaining the proper licenses required to transmit a radio, cassette, record, or CD through the music on-hold feature of its telephone system. Customer also understands that *DataTel* disclaims any liability arising out of failure to obtain such licenses.
 9. **VOICE OVER IP 911 EMERGENCY DIALING AND HOOKING UP IP PHONES OVER THE INTERNET**. By using these services, Customer acknowledges and agrees to the following regarding the limitations of voice over IP 911 emergency dialing. Customer will advise all individuals who may have occasion to place calls over this service of these limitations.
 - (a) A caller may not be able to place traditional 911 or e911 calls from IP telephones connected over the internet or on a local network. IP telephones offer a limited 911-type service but it differs in important respects from traditional 911 service. The 911 emergency service dispatcher may not be able to capture and/or retain automatic number or location information. This means the dispatcher may not know the phone number or physical location of the person who is making the 911 call. Therefore, if a user dials 911 using an IP telephone, the user must immediately tell the dispatcher the user's location (or the location of the emergency, if different). The user must also take care to not disconnect the line, as the dispatcher may not have a phone number to use to call back. If the user is unable to speak and describe the location, the emergency dispatcher may not be able to locate the user.
 - (b) 911 dialing will not function correctly if the equipment is moved to a location other than that provided when the service is registered. In such event, in order to have 911 calling routed correctly, the service address must be updated.
 - (c) For all voice-over-IP applications which are delivered via the internet, internet usage levels and the number of router hops between locations could potentially affect voice quality. Hooking IP phones and systems over the internet also precludes the ability to add QOS which would otherwise guaranty voice quality.
 - (d) Customer agrees DataTel will not be liable for any service outage or inability to dial 911 or inability to access emergency service personnel due to the 911 dialing characteristics and limitations set forth above. Customer further agrees to defend, indemnify, and hold harmless DataTel, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to Customer in connection with the service, from any and all claims, losses (including loss of profits or revenue), damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorney fees) by, or on behalf of, you or any third party or user of the service relating to the failure or outage of the service, including those related to 911 dialing.

DataTel

By _____
 Name: _____ Title _____
 Date: _____

By _____
 Scott Langdon, President
 Date: _____

BONNERS FERRY RESOLUTION NO. 2017-10-01

A RESOLUTION TO DIRECT STAFF ON ADMINISTRATION OF BONNEVILLE POWER ASSOCIATION'S ENERGY CONSERVATION DOLLARS FOR THE FISCAL YEARS OF 2017-2018 AND 2018-2019

WHEREAS, the City and Bonneville Power Association have entered into a contract for the administration of funds for a two year period; and

WHEREAS, the City desires to support the limited dollars in certain areas of energy conservation as stipulated within this resolution.

NOW THEREFORE, Be it ordained by the Mayor and the Council of the City of Bonners Ferry, Idaho, that the following is hereby adhered to:

2017-2019 Energy Conservation Program

The City of Bonners Ferry and Bonneville Power Administration (BPA) have entered into an Agreement (Contract #17ES-11444) for administration of energy conservation dollars. The total amount of monies available for energy conservation will be \$106,995 from BPA and a \$25,000 bilateral transfer from the City of Ellensburg, Washington that will carry over into the new fiscal year for a total allocation of \$131,995.

It is the intent of this resolution to provide direction in the support of programs that promote the following purpose statements or values:

- Improve public utilities energy consumption that results in dollars saved back to the public.
- Support commercial or industrial projects that reduce electric energy consumption.

- Provide educational and meaningful energy efficiency information for homeowners when investing in products for residential development.

When considering projects to support, the City shall first consider whether the project, when completed, will improve public utilities energy consumption that results in dollars saved back to the public. In any project, this value is of the highest importance.

After consideration of the purpose statements, it is the desire of the City to allocate the following dollars for the term period.

Overall, the City would like to allocate \$12,500 per fiscal year (2017-2018 & 2018-2019) into a Residential Energy Efficiency Program. The program would support purchasing and distributing products that reduce energy for residential homes. These items could include LED or High efficiency light bulbs or other products that reduce energy consumption.

The remaining funds would be allocated into the quarterly allocation for reimbursements by the City. The City would consider projects/requests for energy savings dollars during the time period as shown below.

October '17 –March '18	April '18-September '18	October '18 –March '19	April '19-September '19
\$26,700	\$26,700	\$26,700	\$26,700

Applicants/requestor would be required to submit a pre-application for energy efficiency dollars which would be reviewed and allocated from the dollars in the appropriate allocations term/period. Any term or quarter that isn't completely allocated after the quarter is completed will automatically roll over into the next allocation period.

Requestors who seek reimbursement must first submit a request for approval, prior to completing projects. Any project completed without prior authorization and allocation of funds, may not be subject to reimbursement by the City.

This Resolution is hereby **ADOPTED** and made **EFFECTIVE** by the City of Bonners Ferry this _____ day of _____, 2017.

CITY OF BONNERS FERRY, IDAHO

BY: _____
Mayor

Attest:

Clerk, City of Bonners Ferry

REGISTER ONLINE:

www.idprima.org/registration_form

Session 4 : LIABILITY ISSUES & EXPOSURES, CURRENT TRENDS

Fall 2017 - TRAINING TOPICS

REGISTRATION FEE:

\$35 .00 per attendee

Please send checks to:

IDAHO CHAPTER OF PRIMA

PO BOX 15298

BOISE, ID 83715

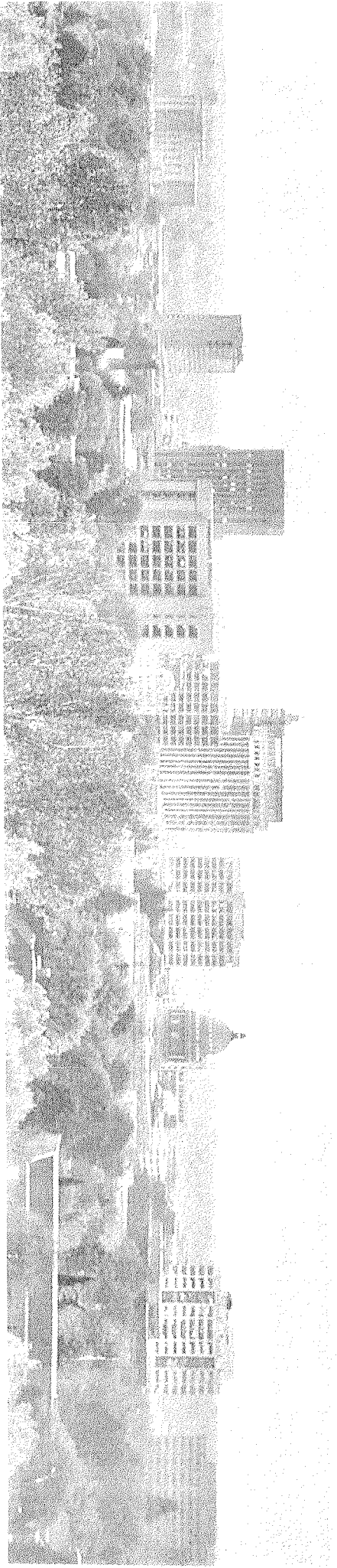
CANCELLATIONS:

Cancellations must be made 5 days prior to the training. Email info@idprima.org or call 208-246-8195.

- ◆ Electronic Communications: Understand the Power & Challenges -
Cyber Liability, Electronic Records, Social Media
- ◆ How to Keep You and Your Agency Out of Trouble
 - ◆ Historical Document Retention
 - ◆ Emerging Trend: Transgender Issues

ELECTION OF YOUR PRIMA BOARD

Will be held at the PRIMA Fall 2017 training. If you wish to nominate someone for a board position, complete the nomination form on the website at www.idprima.org by September 18, 2017 (see form for details).



**CITY OF BONNERS FERRY ELECTRIC FUND
MONTHLY FINANCIAL AND OPERATING REPORT**

REPORT FOR THE MONTH OF: **September, 2017**
Before Adjusting Entries

	DOLLARS		KWH SOLD	
	This Month	Year to Date	This Month	# of Cust. This Month
ENERGY SALES				
1 Residential & Farm	\$155,898	\$1,867,550	1,413,154	2,010
2 Residential Seasonal				
3 Commercial - small (50 KVA or less)	\$41,014	\$529,298	592,816	459
4 Commercial - large (over 50 KVA)	\$83,526	\$1,016,776	1,360,894	186
5 Industrial	\$88,058	\$1,134,821	1,727,247	12
6 Irrigation and/or drainage pumping	\$906	\$28,577	5,713	8
7 Public Street Lighting	\$2,450	\$29,318		3
8 Interdepartmental	\$5,121	\$57,911	83,518	28
9 Self Consumed	\$250	\$3,046	3,257	3
10				
11				
12 Total (1 thru 11)	\$377,223	\$4,667,297	5,186,599	2,709
OTHER REVENUES				
13 Pole Use	\$0	\$7,843		
14 Connects	\$3,085	\$18,703		
15 Conservation	\$4,735	\$14,014		
16 Misc. Electric Revenue	\$8,070	\$17,461		
17 Total Misc. Revenue (13 thru 15)	\$15,890	\$58,021		
18 Total Operating Revenue (12 + 16)	\$393,113	\$4,725,318		
OPERATING EXPENSES				
19 Generation	\$42,422	\$297,125		
20 Power Purchases - BPA	\$174,547	\$2,216,148		
21 Power Purchases - Other				
22 Maintenance - General Property	\$5,562	\$59,346		
23 Conservation		\$5,318		
24 Customer's Srvc & Record	\$4,217	\$46,804		
25 Total Ops & Treatment Expense				
26 Administrative and General	\$63,891	\$621,839		
27 Transmission	\$3,233	\$39,854		
28 Distribution	\$46,745	\$443,266		
29 Rolling Equipment	\$6,251	\$63,256		
30 Total Operating Expenses(19 thru 29)	\$346,868	\$3,792,956		
INCOME STATEMENT				
1. Total operating Revenue (line 18)	\$393,113	\$4,725,318		
2. Operating revenue deductions:				
3. Total operating expenses (line 30)	\$346,868	\$3,792,956		
4. Depreciation	\$40,235	\$482,820		
5. Amortization				
6. Taxes (transfer to General Fund)	\$19,656	\$240,818		
7. Tax equivalents (interest to General Fund)	\$2,815	\$33,387		
8. Total operating revenue deductions(3 thru 7)	\$409,574	\$4,549,981		
9. Operating Income (1 minus 8)	(\$16,461)	\$175,337		
OTHER INCOME				
10. Interest	\$2,815	\$33,387		
11. Misc. Non-operating revenue (net)	\$681	\$60,311		
12. Total Other Income	\$3,496	\$93,698		
13. Gross Income (9 + 12)	(\$12,965)	\$269,035		
INTEREST EXPENSES				
14. Interest on long term debt				
15. Interest on investment of municipality	\$2,605	\$31,235		
16. BPA Revenues				
17. BPA Expenditures				
18. Miscellaneous income deductions				
19. Total Income deductions (14 thru 18)	\$2,605	\$59,841		
20. Net Income (13 minus 19)	(\$15,570)	\$209,194		

**CITY OF BONNERS FERRY WATER FUND
MONTHLY FINANCIAL AND OPERATING REPORT**

REPORT FOR THE MONTH OF: *September, 2017*
Before Adjusting Entries

	DOLLARS		Cubic Feet Sold		# of Cust.
	This Month	Year to Date	This Month	Year to Date	
SALES					
1 Residential	\$73,999	\$695,219	2,090,720	11,955,939	1,087
2 Commercial - small	\$33,367	\$295,027	862,155	5,757,383	216
3 Commercial - large	\$19,920	\$171,056	619,515	3,801,018	83
4 Interdepartmental	\$1,681	\$8,640	58,715	229,388	6
5 Wholesale					
6 Industrial	\$361	\$4,273			2
7 Pumping & Drainage	\$81	\$958			1
8 Total (1 thru 7)	\$129,409	\$1,175,173	3,631,105	21,743,728	1,395
OTHER REVENUES					
9 Bulk Water Sales	\$200	\$800			
10 Coin Op Sales		\$1,362			
11 Misc. Water Revenue	\$179	\$1,041			
13 Connect Fees	\$60	\$15,425			
14 Grant Revenue					
15 Total Misc. Revenue (9 thru 14)	\$439	\$18,628			
16 Total Operating Revenue (8 + 15)	\$129,848	\$1,193,801			
OPERATING EXPENSES					
17 Source of Supply	\$0	\$10,569			
18 Pumping	\$1,625	\$12,364			
19 Treatment	\$31,246	\$207,027			
20 Transmission	\$131	\$2,453			
21 Distribution	\$8,623	\$71,801			
22 Line Operation/Maintenance	\$8,933	\$28,640			
23 Meter Maintenance/Reading	\$1,354	\$10,119			
24 Structure Maintenance		\$3,821			
25 Customer Service					
26 Customer Accounting	\$2,121	\$19,696			
27 Rolling Equipment	\$2,439	\$20,180			
28 General & Administrative	\$20,078	\$202,920			
29 Conservation					
30 General Property Maintenance	\$69	\$7,393			
31 Total Operating Expenses(17 thru 28)	\$76,619	\$596,983			
INCOME STATEMENT					
				This Month	Year to Date
1. Total operating Revenue (line 16)				\$129,848	\$1,193,801
2. Operating revenue deductions:					
3. Total operating expenses (line 29)				\$76,619	\$596,983
4. Depreciation					\$28,670
5. Amortization					\$6,492
6. Taxes (General Fund Transfer)					\$59,690
7. Tax equivalents (Interest to General Fund)					
8. Total operating revenue deductions(3 thru 7)				\$111,781	\$1,000,713
9. Operating Income (1 minus 8)				\$18,067	\$193,088
OTHER INCOME					
10. Interest				\$132	\$1,280
11. Misc. Non-operating revenue (net)				\$1,355	\$180,770
12. Total other income (10 + 11)				\$1,487	\$182,050
13. Gross Income (9 + 12)				\$19,554	\$375,138
14. Interest on long term debt					\$113,314
15. Interest on investment of municipality					
16. Miscellaneous income deductions					
17. Total Income deductions (14 thru 16)				\$0	\$113,314
18. Net Income (13 minus 17)				\$19,554	\$261,824

CITY OF BONNERS FERRY SEWER FUND

MONTHLY FINANCIAL AND OPERATING REPORT

REPORT FOR THE MONTH OF: September, 2017
Before Adjusting Entries

	DOLLARS		Cubic Feet Sold	# of Cust.
	This Month	Year to Date		
SALES				
1 Residential	\$30,598	\$362,067		1,006
2 Commercial - small	\$19,098	\$221,953		202
3 Commercial - large	\$11,562	\$135,214		72
4 Interdepartmental	\$30	\$344		1
5 Wholesale				
6 Industrial	\$59	\$688		2
7 Pumping & Drainage				
8				
9 Total (1 thru 7)	\$61,347	\$720,266	0	1,283
OTHER REVENUES				
10 Junk or Salvage Sold				
11 Flusher Truck Rental		\$1,529		
12 Misc. Sewer Revenue		\$105		
13 Connect Fees	\$60	\$3,696		
14 Grant Revenue				
15 Total Misc. Revenue (10 thru 14)	\$60	\$5,330		\$68,400
16 Total Operating Revenue (9 + 15)	\$61,407	\$725,596		
OPERATING EXPENSES				
17 Pumping & Lift	\$2,111	\$39,077		
18 Treatment	\$39,097	\$222,956		
19 Dredging	\$2,245	\$16,588		
20 Transmission		\$4,336		\$1,447
21 Distribution	\$3,057	\$34,622		\$263
22 Collection				\$1,710
23 Operation Lines		\$2,087		\$197,681
24 Maintenance of Lines		\$466		
25 Structure Maintenance	\$553	\$1,201		
26 Customer Service				
27 Customer Accounting	\$238	\$1,941		
28 Rolling Equipment	\$3,896	\$18,573		
29 General & Administrative	\$9,121	\$81,711		
30 General Property Maintenance	\$1,327	\$1,387		\$0
31 Total Operating Expenses(17 thru 30)	\$61,645	\$424,945		\$197,681
INCOME STATEMENT				
			This Month	Year to Date
1. Total operating Revenue (line 15)			\$61,407	\$725,596
2. Operating revenue deductions:				
3. Total operating expenses (line 28)			\$61,645	\$424,945
4. Depreciation				\$5,700
5. Amortization				\$3,070
6. Taxes (General Fund Transfer)				\$36,280
7. Tax equivalents (Interest to General Fund)				
8. Total operating revenue deductions(3 thru 7)			\$70,415	\$529,625
9. Operating Income (1 minus 8)			(\$9,008)	\$195,971
OTHER INCOME				
10. Interest			\$169	\$1,447
11. Misc. Non-operating revenue (net)			\$101	\$263
12. Total other income (10 + 11)			\$270	\$1,710
13. Gross Income (9 + 12)			(\$8,738)	\$197,681
14. Interest on long term debt				
15. Interest on investment of municipality				
16. Miscellaneous income deductions				
17. Total Income deductions (14 thru 16)				\$0
18. Net Income (13 minus 17)			(\$8,738)	\$197,681



September 2017

1411 East Mission Avenue
PO Box 3727 MSC 20
Spokane, WA 99220-3727

Dear Public Official

We're sending you this notice as part of Avista's Public Safety Awareness program. Every day, we work closely with fire, police and public officials to ensure the safety of the public around our natural gas. You are receiving this information because either you have Avista facilities in your area or you may provide mutual aid or have employees that traverse through the Avista natural gas or electric service areas.

24-hour emergency Number:

In the event of an emergency involving an Avista Utility facility, please call our 24-hour number immediately: 1-800-227-9187. An Avista representative will be dispatched to the incident area. In the event of a major emergency, Avista will implement its Emergency Operating Plan to ensure the area affected is safe for people and property prior to restoring service.

First-Responder Training:

Every year, Avista offers training to fire, police and public officials in our service territory to coordinate emergency response for natural gas incidents. Avista employees have been trained on the Incident Command System (ICS). We periodically perform emergency response drills and may coordinate these drills with other emergency agencies.

Identifying Pipeline Markers:

Avista posts yellow markers along our right of way to clearly identify the presence of our underground transmission and distribution pipelines. These markers include a 24-hour emergency number.

In accordance with federal regulations, for areas along our transmission pipelines where the consequences of an accident would be high, we have developed an Integrity Management Plan, to assess potential hazards and to manage the safety of our transmission lines. For more information regarding Avista's Integrity Management Plan, please submit your request to myavista.com or call 1-800-227-9187. For a general location of our natural gas transmission pipeline and a list of other pipeline operators in your area, visit www.npms.phmsa.dot.gov.

Pipeline Maintenance for Public Safety and Reliability:

In order to ensure public safety and reliability for our customers, we maintain our pipeline right of way. This includes keeping the right of way clear and accessible for pipeline protection, maintenance, and public safety. It's important to keep pipelines clear of trees, buildings, garages and other structures that would interfere with our ability to conduct inspections, make repairs or respond to an emergency. We work together with the local planning and zoning agencies to promote pipeline and community safety. Please call 1-800-227-9187 to locate the Avista manager in your area.

Safety Tips:

You can obtain information about natural gas safety on our website: myavista.com/safety or at 1411 East Mission Avenue PO Box 3727 MSC 20, Spokane, WA 99220-37247 or publicsafety@avistacorp.com. Please review the enclosed Safety First sheet.

We look forward to continuing to work with you to promote safety for the public, first-responders, our community and our employees.

Tony Klutz,
Manager Safety

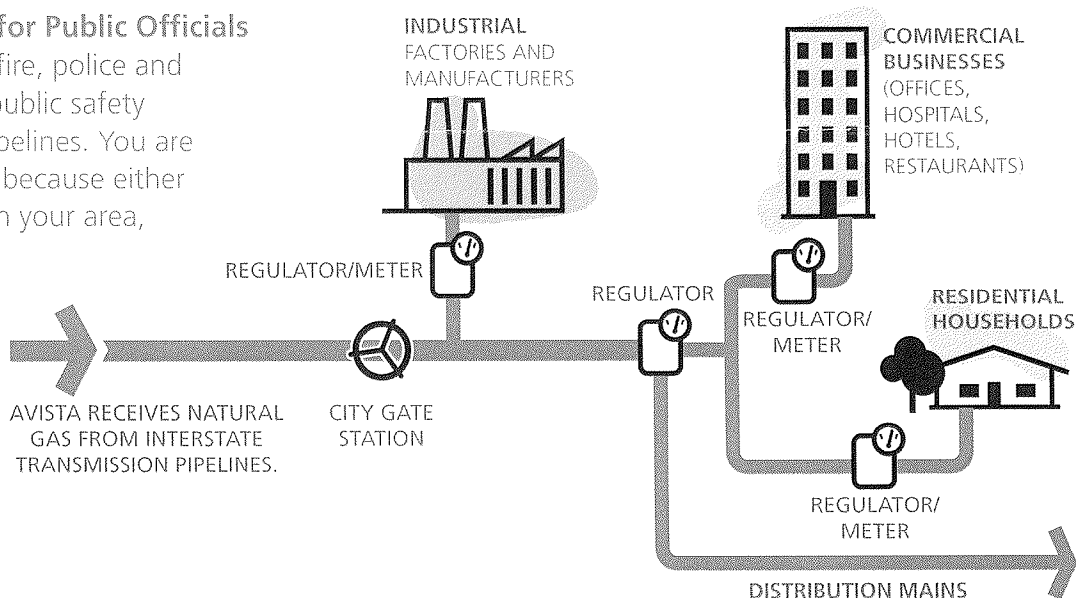


Safety First

Important information about natural gas pipelines in your community.

Important Information for Public Officials

Avista works closely with fire, police and public officials to ensure public safety around our natural gas pipelines. You are receiving this information because either you have Avista facilities in your area, your employees traverse our service area, or you provide mutual aid in natural gas emergencies.



Avista's Natural Gas Pipeline System

Natural gas pipelines play a vital role in our daily lives. The heating of homes and businesses, cooking and cleaning, and hot water heating are all made possible by safe and reliable natural gas delivered through pipelines.

Avista transports natural gas through pipelines in your community. For areas along our pipelines where the consequences of an accident would be greatest, we have developed Integrity Management Plans to assess potential hazards and to manage the safety of our pipelines.

Identifying Pipeline Markers

Avista posts brightly colored markers along our right-of-way to identify the presence of—but not necessarily the exact location of—our buried natural gas pipelines. A 24-hour emergency phone number is posted on each marker.

Not all of Avista's underground pipelines have markers, however. These include the main lines and service lines of our distribution system. Main lines are generally installed in utility easements alongside streets and highways. Service lines run from the distribution main line into homes and businesses.



Location of Pipelines in Your Response Area

Your department can access critical pipeline maps by registering with the National Pipeline Mapping System (NPMS) at www.npms.phmsa.dot.gov. NPMS will provide a list of pipelines by county or zip code, including the contact information of pipeline operators.

Disaster Preparedness

In the event of a major emergency, Avista will implement its Emergency Operations Plan to deal with the emergency in an efficient manner. It is possible to review the plan at Avista's local offices.

Call 811 Before You Dig

If a public works project includes any type of excavating (such as installing water lines with a backhoe or planting trees with a hand shovel), your department or agency is required by law to call 811 or visit **call811.com** at least two business days before you dig. Calling lets someone locate and mark potentially hazardous underground utility lines ahead of time so that your crews stay safe and do not damage or accidentally build overtop of Avista's utility infrastructure.



**Know what's below.
Call before you dig.**

For additional information

800-227-9187

avistautilities.com/safety

publicsafety@avistacorp.com

Если Вы хотели бы получить информацию о правилах безопасности на русском языке, пожалуйста звоните по телефону 800-227-9187.

Si desea recibir información en Español acerca de la seguridad, por favor llamar a: 800-227-9187

For assistance with alternative languages please call 800-227-9187.

Avista Utilities
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Signs of a Natural Gas Leak

Smell

We add a sulfur-like rotten egg stench so you'll know right away if there is a problem.

Hear

Gas can hiss or even roar as it escapes pipes.

See

Gas may make bubbles, blow dirt and kill plants when leaking from underground pipes.

Steps to follow if you notice a natural gas leak

- Do NOT smoke, light flares, turn electrical switches on or off, use a telephone or cell phone, or take any other action that might create a spark.
- Evacuate everyone from the building or area.
- Call 911 and Avista at 800-227-9187 from a safe, neighboring place.
- Do not go back until Avista says it is safe.

The Avista logo, featuring the word 'AVISTA' in a bold, sans-serif font with a stylized graphic element to the left.