

Welcome to tonight's City Council meeting!

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

Vision Statement

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

AGENDA
CITY COUNCIL MEETING
Bonners Ferry City Hall
7232 Main Street
267-3105
August 7, 2012
5:30 p.m. Budget Workshop
7:00 p.m. Regular Meeting

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

PUBLIC COMMENTS

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

GUESTS

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. Approve July 17, 2012 Council Meeting Minutes

OLD BUSINESS

5. City – Discuss Annexation

NEW BUSINESS

6. City – Authorize Mayor to Sign Terrorism Risk Insurance Act Rejection of Full Coverage Paperwork (attachment)
7. City – Approve Special Event Permit for Bonners Ferry Herald for a Block Party on August 31, 2012 Located Downtown (attachment)
8. Golf – Authorize Mayor to Sign Contract with Poulton Development for Pond Dredging (attachment)

9. Electric – Authorize Mayor to Sign Contract with Ripplinger Engineering Laboratories for Electrical Engineering Services at the Moyie Substation (attachment)
10. City – Authorize Mayor to Sign Contract with Otis Elevator Company for Elevator Inspection Services at the Visitor Center (attachment)
11. Electric – Authorize Mayor to Sign Fiber Optic Lease Agreement with Education Networks of America, Inc. for Fiber Optic Line for School District 101 (attachment)
12. Electric – Discuss Fencing at Power Plant (attachment)
13. Electric – Discuss Hydroelectric Public Information Campaign (attachment)
14. Police – Authorization to Hire Officer (attachment)
15. City – Discuss Sidewalks
16. City – Discuss Fiscal Year 2013 Budget

EXECUTIVE SESSION PURSUANT TO IDAHO CODE 67-2345, SUBSECTION 1

- (a) Consider hiring a public officer, employee, staff member or individual agent.
- (b) 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) Conduct deliberations concerning labor negotiations or to acquire an interest in real property which is not owned by a public agency.
- (d) Consider records that are exempt from disclosure as provided in chapter 3, title 9, Idaho Code.
- (e) 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) 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.
- (g) 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.

ADJOURNMENT

NEXT MEETING DATE

INFORMATION

17. Street – Information on T2 Road Scholar Program (attachment)
18. Electric – Public Power Council "In the Loop" July 25, 2012 Issue (attachment)

NOTICE - OFFER OF TERRORISM COVERAGE (Required by Federal law)

NOTICE – DISCLOSURE OF ADDITIONAL PREMIUM

TO: ICRMP Member:

The Terrorism Risk Insurance Act, as extended on December 26, 2007 by the enactment of the Terrorism Risk Insurance Program Reauthorization Act of 2007 (TRIPRA), is a U.S. Treasury Department program under which the federal government would share, with regulated insurance carriers, the risk of loss from terrorist attacks. The Act applies when the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, certifies that an event meets the definition of a "certified act of terrorism". Certified acts of terrorism can also include foreign or domestic acts of terrorism, but they still must be certified as such by the Federal officers listed above.

In accordance with the Terrorism Risk Insurance Act, as extended on December 26, 2007, we are required to offer you coverage of all of the property we insure that your agency owns against any "certified act of terrorism". Your public agency must decide whether you desire the coverage (for an additional premium) or whether you choose to reject the offer of coverage and not pay the premium. The choice belongs to the governing board.

If you choose to accept this offer of terrorism coverage, your premium will include the additional premium for terrorism as stated in this disclosure. If you choose to reject this offer, you must do so by signing the enclosed statement and returning it to your agent, Darrell Kerby at (208) 267-3123 or mail directly to ICRMP at P.O. Box 15249, Boise, Idaho, 83715.

If you reject coverage under the Act, the ICRMP policy provided to your public entity will provide an alternative form of coverage of terrorism-related insurance. Rather than cover the entire value of every item of property every public entity member of ICRMP might insure, the alternative form of coverage will provide a fixed amount of coverage (20 million dollars) for the entire membership of ICRMP during any single policy year. If terrorism-caused covered losses do not exceed 20 million dollars during any single policy year, such losses will be paid in full, subject to policy terms and conditions. If total terrorism-caused losses exceed 20 million dollars in the current policy year, such losses will be paid on a *pro-rata* basis among members suffering covered terrorism-caused losses, in proportion to their covered losses expressed as a percentage of all covered losses. Coverage under this alternative process shall not require certification by the Federal officials pursuant to TRIPRA.

Named Insured: City of Bonners Ferry

DISCLOSURE OF PREMIUM

If you accept this offer, the premium for terrorism coverage is estimated to be an additional amount of \$32,693 over and above your proposed renewal Member contribution based on reported total insured values of \$32,693,359.

CONTINUED ON NEXT PAGE

For Policy Year Effective October 1, 2012

IF YOU WISH TO REJECT COVERAGE UNDER THE TERRORISM RISK INSURANCE ACT, AS EXTENDED ON DECEMBER 26, 2007, THE NAMED INSURED MUST APPROVE AND SIGN THE FOLLOWING STATEMENTS:

TERRORISM RISK INSURANCE ACT REJECTION OF FULL COVERAGE

We, as a Member of ICRMP, acknowledge that we have been notified as required under the Terrorism Risk Insurance Act, as extended on December 26, 2007, that as respects to the above referenced policy of insurance policy referenced above:

1. We have been offered coverage for acts of terrorism as defined in the Act;
2. We have been advised that if we accept coverage for acts of terrorism as defined in the Act, the United States Government will participate in the payment of terrorism losses insured under the Act, subject to the provisions of the Act;
3. We have been told that if we reject coverage under the Act by signing this notice, to the extent allowed by law, we will have only our respective share of the alternative coverage for any act of terrorism under the policy issued by ICRMP.
4. We have been notified of the annual premium for coverage for acts of terrorism as defined in the Act.
5. We hereby **reject** coverage for acts of terrorism as defined in the Act and understand my policy will contain an exclusion for acts of terrorism as defined by TRIPRA, but will otherwise provide limited coverage concerning acts of terrorism as addressed by the ICRMP policy issued annually to Members.

Chief Executive/Administrative Officer

Date

Print name

Print public office held

City of Bonners Ferry
Public Entity Name

RETURN THIS FORM TO YOUR AGENT OR ICRMP. A COPY OF THIS DOCUMENT IS AS BINDING AS THE ORIGINAL.

ATTENTION AGENT: THIS FORM MUST BE SIGNED PERSONALLY BY AN AUTHORIZED OFFICER OF THE INSURED AND RETURNED TO ICRMP.

CITY OF BONNERS FERRY, IDAHO
APPLICATION FOR CITY SPECIAL EVENT PERMIT
(REQUIRED UNDER ORDINANCE NO. 468)

2012-11

Date of Application: July 3rd 2012
License Issued to: Bonnors Ferry Herald
Business Name: Bonnors Ferry Herald
Mailing Address: P.O. Box 539
Physical Address: 7183 Main Street
Phone Number: 208-267-5521
Type of Event: Block party
Dates of Event: August 31st 2012
Location of Event: Down Town Bonnors Ferry
Time of Event: 11 am - 2 pm

RECEIVED

AUG 01 2012

CITY OF BONNERS FERRY

By application, the applicant shall, waive, indemnify, and hold harmless the City of Bonners Ferry, its agents, its employees and authorized volunteers from and against all claims, damages, losses and expenses, including attorneys' fees, arising out of the permitted activity or the conduct of applicant's operation of the event if such claim (1) is attributed to personal injury, bodily injury, disease or death, or to injury or to destruction of property, including the loss of use there from, and (2) is not caused by any gross negligent act or omission or willful misconduct of the City of Bonners Ferry or its employees acting within the scope of their employment.

The following requirements must be met:

- If sponsored by a local resident, entity or group, a signed copy of licensee's contract with the local sponsor.
- Evidence of at least one million dollars (\$1,000,000.00) combined single limit liability insurance that names the City as co-insured.
- A clean-up fee of one hundred dollars (\$100.00); all, some or none of which will be returned upon recommendation of the Chief of Police after his inspection of the premises after the organization has left the premises and their permit expired. The foregoing fee is subject to change from time to time by resolution of Council.

Fees and proof of insurance must be provided to the City of Bonners Ferry prior to the event.

Authorized Signature for Applicant: Jaycee R Janzen
Printed Name: Jaycee R Janzen
Office/Title: Advertising Rep.

Office Use:

Fee Paid _____ Date _____ Receipt No. _____

Approved By _____ Date _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/1/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Commercial Lines - (509) 358-3800 Wells Fargo Insurance Services USA, Inc. - CA Lic#: 0D08408 601 West Main Street, Suite 1400 Spokane, WA 99201-0635	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: SUSAN AMES</td> </tr> <tr> <td>PHONE (A/C, No, Ext): 509-358-3907</td> <td>FAX (A/C, No): 509-358-3937</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: susan.ames@wellsfargo.com</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td>INSURER A: National Union Fire Ins. Co. of Pittsburgh, PA</td> <td>NAIC # 19445</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	CONTACT NAME: SUSAN AMES		PHONE (A/C, No, Ext): 509-358-3907	FAX (A/C, No): 509-358-3937	E-MAIL ADDRESS: susan.ames@wellsfargo.com		INSURER(S) AFFORDING COVERAGE		INSURER A: National Union Fire Ins. Co. of Pittsburgh, PA	NAIC # 19445	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER E:																					
INSURER F:																					
INSURED Hagadone Investment Co. P.O. Box 6200 Coeur D'Alene, ID 83816																					

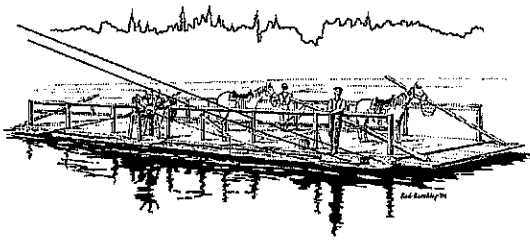
COVERAGES **CERTIFICATE NUMBER:** 4688754 **REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			GL1929611	12/15/11	12/15/12	EACH OCCURRENCE \$ 1000000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> WA STOP GAP \$1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000 MED EXP (Any one person) \$ 1000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)
 AS RESPECTS: BLOCK PARTY (BONNERS FERRY HERALD - SPECIAL EVENT PERMIT) DOWN TOWN BONNERS FERRY, MAIN ST. FROM KOOTENAI TO BONNERS ST. FRIDAY AUGUST 31, 2012
 CITY OF BONNERS FERRY SHALL BE INCLUDED AS ADDITIONAL INSURED FOR THIS EVENT

CERTIFICATE HOLDER CITY OF BONNERS FERRY 7232 MAIN ST. BONNERS FERRY, ID 83805	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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MEMO

CITY OF BONNERS FERRY
CITY ADMINISTRATOR

Date: 30 July 2012
To: City Council
From: Stephen Boorman, City Administrator
Subject: Golf Course Pond Dredging.

This memo is to recommend that the City enter into the attached contract with Poulton Development. This machine is the only excavator I am aware of that has the capability to do an adequate job of dredging the ponds to maintain our water storage capacity at the golf courses.

We would anticipate doing this work in December or January when we get the right conditions of frozen ground.

SJB

INDEPENDENT CONTRACTOR AGREEMENT

AGREEMENT made between City of Bonners Ferry, a political subdivision of the state of Idaho, herein "ENTITY" and Poulton Development (Josh Figgens 661-3290) 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:

Excavation and heavy equipment services

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

Specifications and scope of work will be provided to CONTRACTOR at beginning of work.

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

CONTRACTOR shall commence work on the project by _____, 20____ and complete the project by _____, 20____.

CONTRACTOR will commence work on the project on _____, 20____ and continue until this Agreement is terminated by _____ days written notice by either party.

CONTRACTOR will work at various times as directed by the City from 15 August 2012 and continue until 15 August 2013 unless this Agreement is terminated with thirty (30) days written notice by either party.

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

The sum of \$ _____, payable upon receipt of materials, invoice and acceptance by ENTITY.

The sum of \$ 125, per hour for Long-Boom Excavator work.

The sum of \$ 100, per hour for 12 Yard Dump Truck work.

The sum of \$ Actual Cost for Low-boy / Mobilization expenses if required.

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 _____, 20 _____.

ENTITY:

CITY OF BONNERS FERRY
(Governmental Entity)

CONTRACTOR:

By _____
(Name)

By _____
Dave Anderson MAYOR

Its _____
(Title or Office)

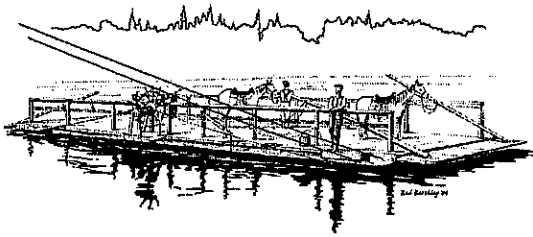
ATTEST:

Kris Larson, Clerk

WITNESS:

(Signature of Witness or Notary Public)

Form and content approved by _____ as attorney for _____
(Governmental Entity).



MEMO

CITY OF BONNERS FERRY
CITY ADMINISTRATOR

Date: 2 August 2012
To: City Council
From: Stephen Boorman, City Administrator
Subject: Relay Engineering Services Contract.

This memo is to recommend that the City enter into the Subject Contract with Ripplinger Engineering Laboratories. This will be for needed work in the Moyie Substation.

The estimated cost of the engineering work for the Moyie Substation is \$3,000. In addition we are planning on purchasing two new relays for the work in the Moyie Sub with expected cost of \$3,600.

SJB

FORM 111
PROFESSIONAL SERVICES AGREEMENT

AGREEMENT made between CITY OF BONNERS FERRY (Governmental Entity), a political subdivision of the state of Idaho, herein "ENTITY" and Ripplinger Engineering Laboratories herein "CONTRACTOR").

The parties agree as follows:

1. **SCOPE OF WORK:** ENTITY engages CONTRACTOR to perform the work associated with the Engineering, Relay Programming, and Drafting Services.

2. **PAYMENT:** ENTITY agrees to pay CONTRACTOR for his services rendered under this Agreement the Per Attached for said services. The parties agree that CONTRACTOR will invoice ENTITY for payment under this Agreement for services rendered herein. However, the ENTITY will retain 10% until Part 12 Inspection report is accepted by the FERC or in the event that the FERC has not commented on the report within eight months after submission of the report to ENTITY by CONTRACTOR, until that date, whichever occurs first.

3. **RIGHT OF CONTROL:** ENTITY agrees that it will have no right to control or direct the details, manner, or means by which CONTRACTOR accomplishes the results of the services performed hereunder. CONTRACTOR has no obligation to work any particular hours or days or any particular number of hours or days. CONTRACTOR agrees, however, that his other contracts or services shall not interfere with the performance of his services under this Agreement.

4. **INDEPENDENT CONTRACTOR RELATIONSHIP:** CONTRACTOR is an independent contractor and is not an employee, servant, agent, partner, or joint venture of ENTITY. ENTITY shall determine the work to be done by CONTRACTOR, but CONTRACTOR shall determine the legal means by which it accomplishes the work specified by ENTITY.

5. **FEDERAL, STATE, AND LOCAL PAYROLL TAXES:** Neither federal, state or local income taxes, nor payroll taxes of any kind shall be withheld and paid by ENTITY on behalf of CONTRACTOR or the employees of CONTRACTOR. CONTRACTOR shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. CONTRACTOR understands that CONTRACTOR is responsible to pay, according to law, CONTRACTOR's income tax. CONTRACTOR further understands that CONTRACTOR may be liable for self-employment (Social Security) tax to be paid by CONTRACTOR according to law.

6. **LICENSES AND LAW:** CONTRACTOR represents that he possess the skill and experience necessary and all licenses required to perform the services under this agreement. CONTRACTOR further agrees to comply with all applicable laws in the performance of the services hereunder.

7. **FRINGE BENEFITS:** Because CONTRACTOR is engaged in its own independently established business, CONTRACTOR is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plans of ENTITY.

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. EQUIPMENT, TOOLS, MATERIALS OR SUPPLIES: CONTRACTOR shall supply, at CONTRACTOR's sole expense, all equipment, tools, materials and/or supplies to accomplish the services to be provided herein.

10. EFFECTIVE DATE: This contract will run from 1 May 2012 to 1 May 2013 unless terminated by either party with 30 days written notice.

11. 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.

12. 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 act and/or any performances or activities of CONTRACTOR, CONTRACTOR's agents, employees, or representatives under this Agreement.

13. 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 said require insurer to notify ENTITY ten (10) days prior to cancellation of said policy.

14. NONWAIVER: 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.

15. 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.

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

17. SEVERABILITY: If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will nevertheless remain in full force and effect.

18. 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 _____, 20____.

ENTITY:

By: David Anderson

Its: Mayor

ATTEST:

Kris Larson
Clerk of The City of Bonners Ferry

CONTRACTOR:

By _____
(Name)

Its _____
(Title or Office)

WITNESS:

(Signature of Witness or Notary Public)

Form and content approved by _____, as attorney for _____
(Governmental Entity).

Ripplinger Engineering Laboratories

Telephone: 509-892-1375

Fax: 509-892-7471

Internet: R.E.L@comcast.net

4117 N. Garry Rd.

Otis Orchards, WA 99027

REL

2012 Rates for Engineering Services

Item	Charge
Design & Field Engineering, professional engineer	\$125/hour
Engineering Drafting	\$50.00/hour
Test equipment rental	Please contact REL for particular test type
Printing of engineering drawings	\$5.00 each for "D" plot
Per diem	\$75.00 / day plus lodging
Vehicle charge	\$0.55 / mile

Rates are based on 40 hours total or more per month.

REL invites inquiries on a project basis and will provide engineering estimates or quotations, please contact us.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/01/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Phone: (360) 598-3700 Fax: (360) 598-3703 MICHAEL J. HALL & COMPANY HALL & COMPANY 19660 10TH AVENUE N.E. POULSBO WA 98370	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: MICHAEL J. HALL & COMPANY</td> </tr> <tr> <td>PHONE (A/C, No, Ext): (360) 598-3700</td> <td>FAX (A/C, No): (360) 598-3703</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS:</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td>INSURER A : Lloyd's Of London</td> <td>NAIC #</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	CONTACT NAME: MICHAEL J. HALL & COMPANY		PHONE (A/C, No, Ext): (360) 598-3700	FAX (A/C, No): (360) 598-3703	E-MAIL ADDRESS:		INSURER(S) AFFORDING COVERAGE		INSURER A : Lloyd's Of London	NAIC #	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURED RIPPLINGER ENGINEERING LABS 4117 GARRY RD. OTIS ORCHARDS WA 99027																					

COVERAGES **CERTIFICATE NUMBER:** 165142 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED. EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE-EA EMPLOYEE \$ E.L. DISEASE-POLICY LIMIT \$
A	Professional liability claims made form			1082157722/012	06/07/12	06/07/13	\$1,000,000 per claim <input type="checkbox"/> <input type="checkbox"/> \$1,000,000 aggregate Retro Date: June 7, 2004

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER City of Bonners Ferry 7232 Main Street P.O. Box 149 Bonners Ferry, ID 83805 Attention:	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <div style="text-align: center;"> Geoff Bollert </div>
---	---

Ripplinger Engineering Laboratories

Telephone: 509-892-1375

Fax: 509-892-7471

Internet: rippenglabs@worldnet.att.net

4117 N. Garry Rd.

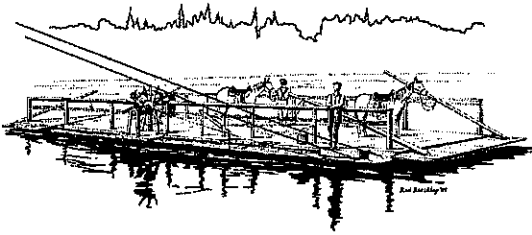
Otis Orchards, WA 99027

REL

TERMS AND CONDITIONS OF GENERAL BUSINESS

- 1) Condition of Sale
 - a) Ripplinger Engineering Laboratories (REL) agrees to provide the services, or supply the products, described in the accompanying documentation in accordance with the terms and conditions set forth herein and in addition to any specifically stated in such documentation.
 - b) If REL accepts different terms and conditions in writing, such different or additional terms and conditions shall apply only to the particular or specific subject covered in such written documentation. Otherwise, the terms and conditions stated herein apply, and such terms and conditions supersede any prior contemporaneous agreements or correspondence between parties.
- 2) Price Policy
 - a) There are no published prices. The price of each article, device or system is individually negotiated. Prices quoted by REL are firm for thirty (30) days from the date of quotation. Thereafter, prices, policies and conditions of sale are subject to change without notice.
- 3) Taxes
 - a) The price quoted by REL does not include any federal, state or local taxes whatsoever as well as any tax that may now or hereafter be applicable to, measured by, imposed upon, or with respect to any transaction, property, or service related to this agreement. Purchaser agrees to pay for any such tax or taxes that REL or REL's subcontractor is required to pay.
- 4) Terms of Payment
 - a) Payment is due in accordance with the terms stated in the invoice. If full payment is not received within fifteen (15) days of the date of the invoice, then (without prejudice to the right of REL to immediate payment) Purchaser shall pay interest on unpaid balance in an amount equal the lower of 2% per month or highest legal rate.
 - b) REL shall have the right to require full or partial payment in advance at any time if, in REL's opinion, the financial condition of Purchaser places at risk the terms of payment. Without limiting the foregoing, should Purchaser (1) commence voluntary bankruptcy or similar proceedings, (2) consent to, or fail to contest in a timely and appropriate manner, any involuntary bankruptcy or similar proceedings, (3) become insolvent, or (4) admit its inability to pay its debts, the REL shall have the right to cancel the order and recover reasonable cancellation charges from Purchaser or Purchaser's estate. If Purchaser delays work, REL may require immediate payment for all material accumulated and work performed on the order.
 - c) If REL collects the amounts due under this Agreement by law, or through an attorney at law, Purchaser shall pay all costs of collection, including reasonable attorney's fees.
- 5) Delivery and Shipping
 - a) Unless REL agrees in writing to other terms, all transportation costs shall be born by the Purchaser and shall be added to the invoice. Risk of loss or damage during transit shall remain with the Purchaser.
 - b) Shipping and/or completion dates are approximate and are based on prompt receipt of all necessary information and approvals from Purchaser. Unless Purchaser stipulates in writing that an earlier shipment is not permissible, REL reserves the right to ship prior to the contract shipping date.
- 6) Force Majeure
 - a) REL shall not be liable for failure to perform or for delay in performance due to fire, flood, strike or other labor difficulty, act of God, act of any governmental authority or of Purchaser, riot, embargo, fuel or energy shortage, car shortage, faulty castings or forgings, wrecks or delay in transportation, inability to obtain necessary labor, materials, or manufacturing facilities from usual sources, or any other cause beyond REL's reasonable control.
 - b) If REL's performance is delayed by any such cause, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of such delay.
- 7) Warranty and Limitation of Liability

- a) REL warrants that services forming part of the Job shall be performed in a workmanlike manner. Should failure occur within one (1) year of shipment or completion, then upon prompt written notification and written substantiation by Purchaser that the product has been stored, installed, operated, and maintained in accordance with any reasonable instructions of REL and with standard industry practice, REL shall perform, or direct subcontractors to perform work necessary to correct such nonconformity by methods determined by REL. This warranty shall not obligate REL to perform any work or supply any material required to provide working access to a defect. Experimental projects are not covered by warranty or guarantee.
 - b) No product or service pursuant to this Agreement shall be subjected to any test procedure or procedures other than those specified by the latest revision of American National Standards Institute (ANSI). Payment by Purchaser shall not be contingent upon the results of any unauthorized testing procedures. Before any test may be used to evaluate the performance of REL under this Agreement, Purchaser shall (1), notify REL of such test (2) allow REL or authorized representative of REL to be present during such test and (3) receive REL consent to the conditions of such test. If a test is performed on any product or part of product and REL has not consented to the conditions of such test, the REL shall not, thereafter, have any warranty obligation to such product.
 - c) REL, or any subcontractor of REL, shall perform all work under this warranty on a single-shift, straight-time basis, Monday through Friday. If Purchaser wants REL to perform work pursuant to this warranty on overtime or double-time basis, then Purchaser must pay REL the premium portion of such overtime or double-time and employment taxes associated.
 - d) The warranties set forth in this section seven (7) are exclusive and in lieu of all other warranties whether statutory, express, or implied. Oral statements contained in advertising or other printed material do not constitute warranties, and Purchaser agrees that it is not entering into this agreement in reliance upon any such statements.
 - e) REL shall not be liable for any special, indirect, incidental or consequential damages of Purchaser, including but not limited to any loss of use or under-utilization of labor or facilities or any loss of revenue or anticipated profits, regardless of whether such purported liability is based in contract law, tort law (including negligence, strict liability, or otherwise), or legal theory.
 - f) REL does not warrant services or products used in research and development operations, including but not limited to the development of new products by the purchaser without written approval by REL.
- 8) Hazardous Substances
- a) REL shall not be responsible for moving, handling, storing, disposing, treating, or replacing any hazardous substances. If REL or its subcontractors discover such hazardous material, in the equipment that is the subject of this Agreement, then REL shall have the right to terminate this Agreement immediately and Purchaser shall pay REL for any work performed and any costs incurred by REL up to the time of such termination, including reasonable cost associated with such termination.
- 9) Termination
- a) Purchaser may terminate any order or contract only by written notification and upon reasonable and proper termination charges.
- 10) Nuclear Application
- a) If Purchaser, or third parties, use or will use, any product or service supplied pursuant to this Agreement in connection with any activity or process involving either (1) nuclear fission or fusion or (2) any use or handling of any source, special nuclear, or by-product material as those materials defined in the U. S. Atomic Energy Act of 1954 (as amended), then Purchaser shall immediately notify REL by certified mail of such nuclear application. REL will in no way be liable or responsible for such product or service without written approval by REL.
- 11) Scrap Materials
- a) All scrap materials resulting from the performance of the Job may, at the option of REL, automatically become the property of REL.
- 12) Intellectual Property
- a) All design engineering as well as the design of products or devices developed by REL shall remain the property of REL. All information and material received by REL is expressly the property of REL.



MEMO

CITY OF BONNERS FERRY
CITY ADMINISTRATOR

Date: 2 August 2012
To: City Council
From: Stephen Boorman, City Administrator
Subject: Elevator 5 Year Testing Contract.

This memo is to recommend that the City enter into the attached contract with Otis Elevator Company for \$3,680. This inspection is required by the state of Idaho.

SJB

OTIS

DATE: 07/24/2012

TO:
City of Bonners Ferry
7232 Main Street
PO Box 149
Bonners Ferry, ID 83805

FROM:
Otis Elevator Company
510 E North Foothills Drive
Spokane, WA 99207

EQUIPMENT LOCATION:
VISITORS CENTER
BONNERS FERRY
BONNERS FERRY, ID 83805

Dustin Enevold
Phone: (509) 483-7328 ext 11
Fax: (509) 483-7273

MACHINE NUMBER(S): D91000

PROPOSAL NUMBER: GAL120724124353

We will provide labor and material to furnish and install on the above referenced machine(s) the following:

IDAHO STATE INSPECTION

Assist with the State of Idaho 5 Year Inspection. Owner is responsible to be current on all necessary state permits and fees before scheduling of inspection. All work to be completed during our regular business hours.

Otis Service and Repair Order

PRICE: \$3,680.00

Three thousand six hundred eighty dollars

This price is based on a fifty percent (50%) downpayment in the amount of \$1,840.00.

This proposal, including the provisions printed on the last page(s), and the specifications and other provisions attached hereto shall, when accepted by you below and approved by our authorized representative, constitute the entire contract between us, and all prior representations or agreements not incorporated herein are superseded.

Submitted by: Dustin Enevoid

Accepted in Duplicate

CUSTOMER

Approved by Authorized Representative

Otis Elevator Company

Approved by Authorized Representative

Date: _____

Date: _____

Signed: _____

Signed: _____

Print Name: _____

Print Name: Jason Barnes

Title: _____

Title: General Manager

E-mail: _____

Name of Company: _____

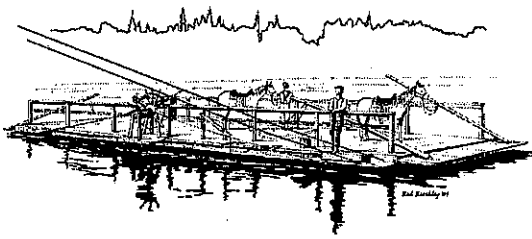
Principal, Owner or
Authorized Representative of Principal or Owner

Agent: _____
(Name of Principal or Owner)

Otis Service and Repair Order

TERMS AND CONDITIONS

1. This quotation is subject to change or withdrawal by us prior to acceptance by you.
 2. The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.
 3. Payments shall be made as follows: A down payment of fifty percent (50%) of the price shall be paid by you upon your signing of this document. Full payment shall be made on completion if the work is completed within a thirty day period. If the work is not completed within a thirty day period, monthly progress payments shall be made based on the value of any equipment ready or delivered, if any, and labor performed through the end of the month less a five percent (5%) retainage and the aggregate of previous payments. The retainage shall be paid when the work is completed. We reserve the right to discontinue our work at any time until payments shall have been made as agreed and we have assurance satisfactory to us that subsequent payments will be made when due. Payments not received within thirty (30) days of the date of invoice shall be subject to interest accrued at the rate of eighteen percent (18%) per annum or at the maximum rate allowed by applicable law, whichever is less. We shall also be entitled to reimbursement from you of the expenses, including attorney's fees, incurred in collecting any overdue payments.
 4. Our performance is conditioned upon your securing any required governmental approvals for the installation of any equipment provided hereunder and your providing our workmen with a safe place in which to work. Additionally, you agree to notify us if you are aware or become aware prior to the completion of the work of the existence of asbestos or other hazardous material in any elevator hoistway, machine room, hallway or other place in the building where Otis personnel are or may be required to perform their work. In the event it should become necessary to abate, encapsulate or remove asbestos or other hazardous materials from the building, you agree to be responsible for such abatement, encapsulation or removal, and in such event Otis shall be entitled to delay its work until it is determined to our satisfaction that no hazard exists and compensation for delays encountered if such delay is more than sixty (60) days. In any event, we reserve the right to discontinue our work in the building whenever in our opinion this provision is being violated.
 5. Unless otherwise agreed in writing, it is understood that the work shall be performed during our regular working hours of our regular working days. If overtime work is mutually agreed upon and performed, an additional charge therefor, at our usual rates for such work, shall be added to the contract price. The performance of our work hereunder is conditioned on your performing the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our then current labor rates.
 6. Title to any material to be furnished hereunder shall pass to you when final payment for such material is received. In addition, we shall retain a security interest in all material furnished hereunder and not paid for in full. You agree that a copy of this Agreement may be used as a financing statement for the purpose of placing upon public record our interest in any material furnished hereunder, and you agree to execute a UCC-1 form or any other document reasonably requested by us for that purpose.
 7. Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this contract and assume no responsibility for any part of your equipment except that upon which work has been done under this contract.
 8. Neither party shall be liable to the other for any loss, damage or delay due to any cause beyond either parties reasonable control, including but not limited to acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, weather damage, flood, earthquake, riot, civil commotion, war, mischief or act of God.
 9. We warrant that all services furnished will be performed in a workmanlike manner. We also warrant that any equipment provided hereunder shall be free from defects in workmanship and material. Our sole responsibility under this warranty shall be at our option to correct any defective services and to either repair or replace any component of the equipment found to be defective in workmanship or material provided that written notice of such defects shall have been given to us by you within ninety (90) days after completion of the work or such longer period as may be indicated on the front of this form. All defective parts that are removed and replaced by us shall become our property. We do not agree under this warranty to bear the cost of repairs or replacements due to vandalism, abuse, misuse, neglect, normal wear and tear, modifications not performed by us, improper or insufficient maintenance by others, or any causes beyond our control.
- We shall conduct, at our own expense, the entire defense of any claim, suit or action alleging that, without further combination, the use by you of any equipment provided hereunder directly infringes any patent, but only on the conditions that (a) we receive prompt written notice of such claim, suit or action and full opportunity and authority to assume the sole defense thereof, including settlement and appeals, and all information available to you for such defense; (b) said equipment is made according to a specification or design furnished by us; and (c) the claim, suit or action is brought against you. Provided all of the foregoing conditions have been met, we shall, at our own expense, either settle said claim, suit or action or shall pay all damages excluding consequential damages and costs awarded by the court therein and, if the use or resale of such equipment is finally enjoined, we shall, at our option, (i) procure for you the right to use the equipment, (ii) replace the equipment with equivalent noninfringing equipment, (iii) modify the equipment so it becomes noninfringing but equivalent, or (iv) remove the equipment and refund the purchase price (if any) less a reasonable allowance for use, damage and obsolescence.
- THE EXPRESS WARRANTIES SET FORTH IN THIS ARTICLE 9 ARE THE EXCLUSIVE WARRANTIES GIVEN; WE MAKE NO OTHER WARRANTIES EXPRESS OR IMPLIED, AND SPECIFICALLY MAKE NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE; AND THE EXPRESS WARRANTIES SET FORTH IN THIS ARTICLE ARE IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON OUR PART.
10. Under no circumstances shall either party be liable for special, indirect, liquidated, or consequential damages in contract, tort, including negligence, warranty or otherwise, notwithstanding any indemnity provision to the contrary. Notwithstanding any provision in any contract document to the contrary, our acceptance is conditioned on being allowed additional time for the performance of the Work due to delays beyond our reasonable control.
- Your remedies set forth herein are exclusive and our liability with respect to any contract, or anything done in connection therewith such as performance or breach thereof, or from the manufacture, sale, delivery, installation, repair or use of any equipment furnished under this contract, whether in contract, in tort (including negligence), in warranty or otherwise, shall not exceed the price for the equipment or services rendered.
11. To the fullest extent permitted by law, you agree to hold us harmless, and defend us and indemnify us against any claim or suit for personal injury or property damage arising out of this contract unless such damage or injury arises from our sole negligence.
 12. It is agreed that after completion of our work, you shall be responsible for ensuring that the operation of any equipment being furnished hereunder is periodically inspected. The interval between such inspections shall not be longer than what may be required by the applicable governing safety code. Notwithstanding any other provisions hereof, if any part delivered hereunder incorporates software, the transaction is not a sale of such software; rather, you are hereby granted merely a license to use such software solely for operating the equipment for which such part was ordered. By accepting delivery of such part, you agree not to copy or let others copy such software for any purpose whatsoever, to keep such software in confidence as a trade secret, and not to transfer possession of such part to others except as a part of a transfer of ownership of the equipment in which such part is installed, provided that you inform us in writing about such ownership transfer and the transferee agrees in writing to abide by the above license terms.
 13. This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document, and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Agreement shall not be binding upon either party unless agreed to in writing by an authorized representative of each party.



MEMO

CITY OF BONNERS FERRY
CITY ADMINISTRATOR

Date: 2 August 2012
To: City Council
From: Stephen Boorman, City Administrator
Subject: School Fiber.

Last Council meeting the Council approved a contract with the School District for a fiber optic cable. Since that time the school district has advised us that they would prefer to use a broadband wholesaler for this purpose. Therefore we would recommend that the council approve the modified attached contract.

SJB

FIBER OPTIC LEASE AGREEMENT

THIS AGREEMENT is between the CITY OF BONNERS FERRY, an Idaho municipal corporation, (hereinafter "the City") and ~~BOUNDARY COUNTY SCHOOL DISTRICT~~ Education Networks of America, Inc (hereinafter "Lessee"), located at 1101 McGavock Street, Nashville, Tennessee 37203.

1. INTENT: It is the intent of the parties to establish the procedures and costs for the placement and lease of a fiber optic line between Valley View Grade School and Boundary County High School.

2. AGREEMENT:

- a) In exchange for the Lessee's payment of the actual installation costs, the City will install a 12 count multi-mode fiber optic cable from Valley View Grade School and Boundary County High School. This fee is a one-time charge not to exceed \$15,000.00.
- b) The material shall be "dark" unterminated fiber with configuration at the discretion of the Lessee.
- c) After installation, the fiber will be owned and maintained by the City. The City agrees to lease the line for five (5) years at a rate of \$74.80 per month.
- d) The City agrees that the line is for the sole use of the Lessee for the term of the lease.
- e) Sixty (60) days prior to the termination of this lease, the Lessee should convey their intent to continue to lease said line and enter negotiations for a new lease term.
- f) Negotiations for the new lease term are to be completed and approved by the City Council before the expiration of this Agreement.

- g) If the lease term expires and a new term has not been negotiated, the term will continue in accordance with all previous terms except it will be on a month to month basis.

3. HOLD HARMLESS:

- a) The Lessee agrees to release, indemnify, waive and hold harmless the City, its agents, employees and assigns for any and for all courses of action which could or might result from this Agreement or the equipment and fiber line operation and maintenance.
- b) The Lessee remains solely liable for any and all information and purposes that the line from the City is leased.
- c) The Lessee is solely liable for the content of the information on the line and the security of the data passed on the line.
- d) Lessee further agrees to waive, hold harmless, release and indemnify the City from any and all actions which could result from the data transmitted and its security.

4. LAW: This contract is to be interpreted under the laws of the State of Idaho.

5. ATTORNEY FEES: If any party has to resort to any legal process to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs for said enforcement actions.

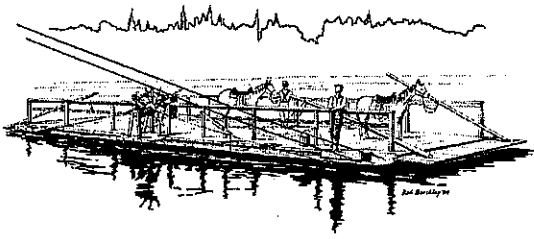
6. TOTAL AGREEMENT: This Agreement is the total agreement between the parties. Any further agreement, modification or change to this Agreement shall be in writing, approved and signed by both parties.

DATED this ____ day _____, 2012.

BOUNDARY COUNTY SCHOOL DISTRICT CITY OF BONNERS FERRY

By: _____

By: _____



MEMO

CITY OF BONNERS FERRY
CITY ADMINISTRATOR

Date: 2 August 2012
To: City Council
From: Stephen Boorman, City Administrator
Subject: Powerplant Fence Work.

The City hired Premium Coatings to do fence work at the Moyie Powerplant for the amount of \$6,342. This work has been completed. However, Terry Becker significantly under estimated his labor and has requested a change order of \$1,000 for his labor.

In reviewing the work we would concur that this change order request is reasonable.

SJB

Premium Coatings

Terry Becker
3486 District 2 Rd
Bonners Ferry, ID 83805

Invoice

Date	Invoice #
8/1/2012	34

Bill To
City of Bonners Ferry

P.O. No.	Terms	Project
	Due on receipt	

Quantity	Description	Rate	Amount
1	Change order request for invoice # 33. Estimated 20 hrs. labor, it took 115 hrs. to complete	1,000.00	1,000.00
All work is complete!		Total	\$1,000.00

CLEAN HYDRO

June 26, 2012

Stephen Boorman
Bonners Ferry Electric Department
PO Box 149
Bonners Ferry, ID 83805

Dear Stephen Boorman:

Over the years, with your support of Northwest RiverPartners (NWRP), we have been strong in our defense of the hydropower system and the many benefits afforded the region by the Columbia and Snake rivers. While we have been good at combating anti-hydro and dam breaching litigation, the anti-hydro messaging drumbeat continues. Lately, we have seen a troublesome drop in support for hydropower as the region's premier renewable energy source.

This is alarming and we can't sit idly by. With your help, we can stop being on the defensive and engage in a high-profile way to show the value of hydropower. This is why we eagerly agreed to Co-chair a new and exciting effort to tell the great story of hydropower.

Northwest RiverPartners is taking the critical next step to educate the public, garner support and raise awareness through development of an educational "CleanHydro" media campaign. NWRP has been working with an accomplished communications agency to produce an integrated campaign that includes two television ads and supporting print, website and other materials.

We need your support now to make the campaign a success.

The "CleanHydro" campaign will focus on television, allowing us to control the message and create visually compelling imagery that establishes a human connection between hydropower and our key audience. And, we can bring it directly to millions of Northwest residents. The ad production and media buy is based on NWRP's extensive quantitative and qualitative research and public opinion polling to ensure it has the right tone, message, and will reach the intended audience.

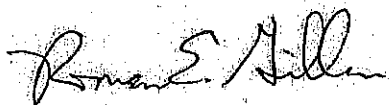
For a utility, it's another step to protect our customers from the threat of dramatically rising costs -- at a fraction of what you spend annually on power from the hydro system. We are asking for a campaign contribution amount of 85% of your current NWRP membership dues. This will ensure sufficient funds are raised to make the campaign a success and of most value to you and your customers.

To be fully effective, we anticipate the campaign will run for three years with ads beginning in early 2013 playing in major Westside media markets, where our polling shows that we are falling behind. For your convenience, we have enclosed a pledge form and an invoice (please use whichever is best for you). It identifies your recommended contribution to this critical effort for the first year, along with more information about the campaign. We would appreciate having your pledge or check returned by mid-September this year so we can track campaign progress.

Representatives from Northwest RiverPartners are available to meet or talk with you, your staff, or your governing body to share the campaign materials and a compelling video with examples of the negative messaging currently being used to portray hydro as an outmoded technology that can be easily and cheaply replaced by other resources. Please don't hesitate to call any of us or Terry Flores, executive director of Northwest RiverPartners at (503) 274-7792 for more information or to answer any questions.

Generations ago great visionaries had the foresight to build the hydropower system that continues to provide priceless benefits to the entire Northwest. Let this campaign be part of our legacy to ensure the hydro system continues to benefit future generations.


Sincerely,



Roman Gillen, President and CEO
Consumers Power
(541) 929-3124



Jim Sanders, General Manager
Benton PUD
(509) 582-1225



Scott Corwin, Executive Director
Public Power Council
(503) 595-9770

CLEAN HYDRO

A Hydro and Rivers Campaign

A positive public outreach is needed.

Northwest RiverPartners is implementing an educational campaign to generate support for hydropower and to promote the benefits of the Columbia and Snake River System. We have been on the defensive for well over a decade, while those targeting hydro and dams continue a well funded and organized campaign to degrade the system and promote dam removal.

*A lot more than
water flows from
these rivers.*



Agriculture

Northwest rivers irrigate
7.8 million acres
of farmland each year.



Commerce

The Northwest river system
provides over 100,000 jobs
to our region.



Clean Air

Hydro produces no carbon
emissions and keeps
700,000 trucks off
NW highways each year.



Renewable

In the Northwest,
hydropower provides 90%
of our renewable energy.

Recent public opinion research shows a decline in support for hydro and a lack of understanding of the river system's value to the Northwest's economy. Wind and solar are promoted as "new" technologies that can be relied upon to replace hydro in the future and the public believes this. Younger generations know very little about the system's positive contributions. An educational message taken directly to the public is needed to prevent further loss of support for hydro.

Research shows a decline in support for hydro.

Research shows support for hydro is declining significantly, while it shows rising support for wind and solar.

- Public support for hydro as our "most practical" resource declined 16% from 2007 to 2010 (NWRP Poll 2010).
- When asked what resources the public prefers to meet electrical needs in ten years, hydro dropped by 11%, replaced by wind and solar (NWRP Poll 2011).
- Hydro dropped by 11.6% as a preferred resource to meet future needs, replaced by wind and solar (EarthFix Poll 2012).

Anti-hydro/anti-dam messages gaining traction.

- The federal system has lost more than 1,200 megawatts of firm power generation due to regulatory constraints. Hundreds of millions of dollars are spent each year to compensate for losses in system flexibility and maintaining reliability is ever more challenging. As flexible hydropower is lost, wind has become more difficult and expensive to integrate.
- The regional fish and wildlife program has increased exponentially, reaching \$649 million in 2011, and typical years are higher.
- Hydro has been excluded from renewable resources legislation. The FERC hydro licensing process is so daunting that utilities are being prevented from adding to or developing new hydropower projects.
- Removing dams has gained substantial ground in the Northwest with several removed or not built.

continued on back



PLEDGE

Stephen Boorman
Bonners Ferry Electric Department
PO Box 149
Bonners Ferry, ID 83805

Bonners Ferry Electric Department pledges to Northwest RiverPartners CleanHydro campaign (please check one):

_____ \$1,370

OR

_____ \$ _____

Thank you. You will receive an invoice from the campaign in December 2012.

X _____

Stephen Boorman

Funds contributed to CleanHydro are not tax deductible as a charitable contribution. However, funds paid to CleanHydro may be deductible as trade or business expenses if ordinary and necessary in the conduct of the taxpayer's business.

Substitute W-9: For tax purposes, CleanHydro is EXEMPT from withholding as a not-for-profit 501(c)(6) corporation, federal tax ID# 26-0133872

CLEAN HYDRO

Invoice

Bill To
Bonnors Ferry Electric Department 7232 Main St. PO Box 149 Bonnors Ferry, ID 83805

Date	Invoice #	Terms
6/26/2012	CH10045	Net 60

Description	Amount
<p>CleanHydro Campaign</p> <p>Funds contributed to CleanHydro are not tax deductible as a charitable contribution. However, funds paid to CleanHydro may be deductible as trade or business expenses if ordinary and necessary in the conduct of the taxpayer's business.</p> <p>Substitute W-9: For tax purposes, CleanHydro is EXEMPT from withholding as a not-for-profit 501(c)(6) corporation, federal tax ID# 26-0133872</p> <p>Please make your check out to CleanHydro.</p>	1,370.00

Total	\$1,370.00
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Questions

How much time is allowed to complete the Road Scholar and Road Master programs?

Each person has four (4) years from their sign-up date to complete the course requirements for each of the programs. Level I - Road Scholar and Level II - Road Master.

What about workshops already attended?

All Idaho T2 Center core and elective courses previously taken and passed within a four year period will be considered towards the Road Scholar and Road Master programs. (For core courses, a score of 80% or better is considered passing.) The specific requirements for core and electives for Level I and Level II are listed inside this brochure.

To receive credit for both the First Aid and CPR courses taken from other agencies, please fax in copies of the front and back of each card.

The Basic Math course may be challenged by taking and passing the course exam with a score of 80% or better.

What obligation is there to complete the program?

None! It is a program for you and there is no cost to enroll, only the class fee. If you enroll in the Road Scholar Program and decide to discontinue your participation, there is no obligation to continue. You have still gained valuable knowledge from each workshop attended.

Can people attend workshops if they are not enrolled in the program?

Of course! There is no obligation to enroll in the Road Scholar Program and you may still register for workshops. Announcements of upcoming workshops will still be sent to government agencies via email and class schedules will be posted on our website. All Idaho government employees may attend.

Road Scholar Program

The cities, counties and highway districts are responsible for the majority of roads within the state of Idaho — over 32,000 miles of highways, roads, and streets. These highways, roads and streets are seeing an ever-increasing traffic demand. With the increased demand and new technologies comes the need for more diverse skills and knowledge necessary for maintenance and preservation activities on the roadways. The transportation professionals that are constructing and maintaining these roadways need to be recognized for their efforts at keeping up-to-date on the new technologies and skills required to construct and maintain effective highway systems.

The Idaho Road Scholar Program is a way for local road professionals in our state to be recognized for successfully completing a series of training courses. The program curriculum is designed to provide participants with the fundamentals of safety, management, and advanced technologies, as well as exposure to a wide variety of other topics relevant to the transportation field. Through this program, the local agencies will also be provided an opportunity to develop the agencies' greatest asset — its employees.



Idaho Technology Transfer Center

3330 Grace Street
Boise, Idaho 83703

Phone: 208-344-0565 / Toll Free: 800-259-6841

Fax: 208-344-0789

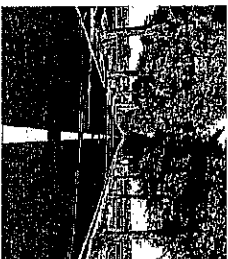
E-mail: idahot2@LHTAC.org
Website: <http://idahot2.org>

Idaho Technology Transfer Center

The Idaho Road Scholar Program



The Idaho Road Scholar Program recognizes local road and street professionals in our state.



Brochure Date July 2012

Requirements Level I Road Scholar

Level I consists of nine (9) core classes and two (2) electives (76 hours). The classes will include classroom work, field work, an occasional field trip, and a competency exam. Passing exams (80% or greater) on the core classes will qualify the participant to be classified a ROAD SCHOLAR. Successful Road Scholars will be recognized statewide for their accomplishment and will receive a Road Scholar certificate, cap, and a Leatherman.

Requirements Level II

Road Master

After completing Level I, Level II consists of eight (8) core and two (2) electives (84 hours). The classes will include classroom work, field work, an occasional field trip, and a competency exam. Passing exams (80% or greater) on the core classes will qualify the participant to be classified as a ROAD MASTER. Successful Road Masters will be recognized statewide for their accomplishment and will also

Completion Timeline

Each person has four (4) years from their sign-up date to complete the course requirements for each Level of the program. Please note that all courses expire in four years (4) from the date taken, with the exceptions of Flagging-3 yrs, First Aid-2 yrs, & CPR - 2 yrs. All classes must be current upon completion of the Road Scholar or Road Master program.

How to Enroll

Visit the Idaho T2 Center website idahot2.org and click on Training Courses from the left menu. Click the link for Road Scholar Online Enrollment form.

ROAD SCHOLAR—LEVEL I

CORE CLASSES

1. First Aid (Outside Course) 4 hours
2. CPR (Outside Course) 4 hours
3. Basic Math 8 hours
4. Basic Surveying 8 hours
5. Roadway Materials 8 hours
6. Roads 101 8 hours
7. Pavement Maintenance I** 8 hours
8. Effective Communication Skills (Outside Course) 8 hours
9. Flagger Training (ATISSA or Evergreen) 4 hours

Elective 1

Elective 2

8 hours
8 hours
76 hours

ROAD MASTER—LEVEL II

CORE CLASSES

1. Traffic Control Technician (ATISSA or Idaho TCT) 8 hours
2. Roadway Drainage 8 hours
3. Idaho Paving Materials 8 hours
4. Pavement Maintenance II** 8 hours
5. Winter Maintenance Anti-Icing 8 hours
6. Environmental BMPs 8 hours
7. Supervisory Skills (Outside Course) 8 hours
8. Speed Limits and Speed Zones 12 hours

Elective 1

Elective 2

8 hours
8 hours
84 hours

See List of Electives to choose from.

All classes must be current at time of completion

ELECTIVES

- Advanced Maintenance Math
- ATISSA Traffic Control Supervisor Course
- Basic Computer Skills (Outside Course - 1 day)
- Gravel Road Maintenance & Design
- Heavy Equipment Courses (1 or more days)
- MSHA & Personal Safety (combined full day outside course)
- Manual of Uniform Traffic Control Devices (MUTCD)
- Retroreflectivity for Signs
- Road Safety 365
- Traffic Monitoring for Technicians
- Road Safety Audits
- Welding – Basic
- Welding – Advanced

T2 CENTER COURSE FEE

Agency	Early Registration	After Reg. Deadline
Local	\$60	\$70
State & Federal	\$95	\$105
Out of state & Private	\$125	\$145

SPECIALIZED COURSE FEE

Heavy Equipment Courses
Local government: \$320
Outside organizations: \$470

ATISSA Traffic Control Technician Registration Fee:
Local Highway Jurisdictions - \$105
State & Federal - \$125 / Private - \$150

ATISSA Traffic Control Supervisor Registration Fee:
Local Highway Jurisdictions - \$200
State & Federal - \$220 / Private - \$355
ATISSA Certification - add \$100 to the course fee



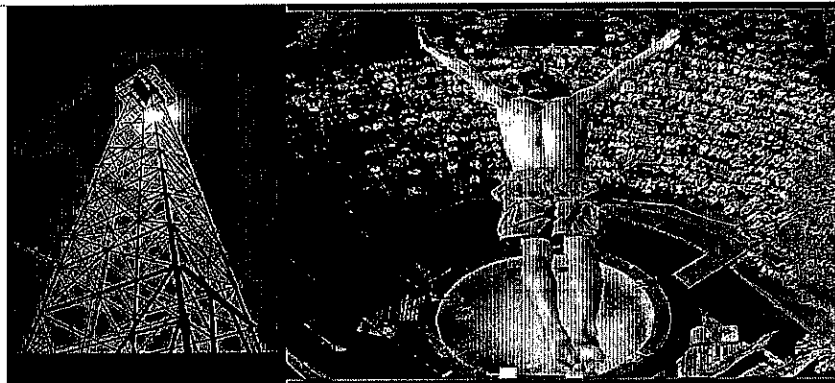
PUBLIC POWER COUNCIL

IN THE LOOP

Keeping you posted on what's circling around at PPC

ISSUE 58

JULY 25, 2012



POOL DIVES INTO EIM AND EMT

The Northwest Power Pool effort to evaluate a Northwest energy imbalance market (EIM) and other market tools is moving ahead. Discussions in an EIM workgroup are focused on a stand-alone market for buying and selling energy to balance loads and generation within the hour. The idea is for an EIM with a narrower footprint and more limited participation than the West-wide market envisioned in the WECC process last year.

The Enhanced Market Tools (EMT) workgroup is studying bilateral market

improvements and greater coordination among balancing authorities. The EMT workgroup is looking into increased use of existing tools, like intra-hour and dynamic scheduling, as well as promoting WebEx (an existing platform for transactions), and new tools such as regulation sharing.

The workgroups will define EIM and EMT proposals that are specific enough to allow for another group to analyze the costs, benefits, and feasibility. The analysis is expected to start next month and continue through the rest of the year.

In the meantime, an executive-level Governance Subcommittee is working on a structure to oversee the EIM, if one is adopted. Governance is in the discussion phase with a strawman proposal likely to surface in the near future.

With DOE's burgeoning interest in tools to integrate variable resources, the NWPP process has garnered attention. Participants say things could move quickly, and some EMTs could be implemented sooner rather than later.

OVERSUPPLY RE-EMERGES

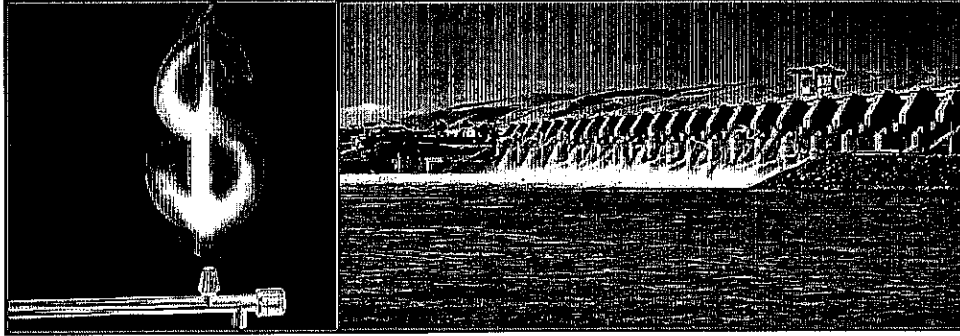
BPA faced oversupply events again at the end of June and during the current month. Both thermal and variable generation sources were curtailed at times from late June 30 through mid-July.

BPA predicted earlier that the oversupply threat had come and gone, but now warns that curtailments are not over for

the season. The latest runoff forecast for the Columbia River is 128.8 million acre-feet at The Dalles, well above average. And a significant amount of water still remains to come down the river.

During all but one of the oversupply incidents, there may have been Intertie capacity available but not enough load in

California and the Southwest to take the excess power. BPA said that up to the end of June, it owed less than \$1 million to Northwest generators that have been curtailed. That figure obviously is going up. As of mid-July, about 49,000 megawatt hours of generation had been displaced, compared to just over 97,000 megawatt hours last year.



A BAD BREAK COULD SPELL RATE TROUBLE

BPA is painting a rosy picture when it comes to future revenues and a 2014-15 power rate increase. In materials BPA rolled out for the Integrated Program Review, the agency is basing its optimistic outlook on assumptions that natural gas prices will rise, and hydro will be plentiful.

Additionally, the potential rate increase has been reduced by the multiyear nuclear fuel deal Energy Northwest negotiated for the Columbia Generating Station, plus potential savings due to the extension of the CGS operating license.

Still, the risks of excessive positive assumptions are significant. As one PPC staffer put it, "BPA is dancing on the

edge of a precipice" in assuming so many things will break its way. So far, the program budgets and spending levels presented in the IPR seem to indicate an approach that presumes most agency budgets continue to increase for the foreseeable future.

PPC continues to be concerned as well about BPA's capital spending and the specter of a shortfall in the agency's Treasury borrowing authority. BPA has provided more information than usual about its capital plans—a helpful development. However, the agency is not moving as rapidly as PPC requested toward prioritizing capital programs across the organization.

As part of the capital review, PPC has been trying to take a closer a look at documentation for parts of the Corps of Engineers and Bureau of Reclamation budgets BPA funds. Reclamation is proposing a big boost in staffing at Grand Coulee but initially declined to release a consultant's report it said recommended the increase. Customers finally succeeded in getting some access to the document after Reclamation addressed certain national security concerns.

BPA has a number of IPR workshops scheduled in July on specific budget items in which PPC will be actively involved.

FERC BAKES HALF A LOAF WITH ORDER

FERC issued Order 764 last month in another effort to get more new variable resources into the nation's power system. In its order, FERC backed off several major ideas it floated earlier, including consolidation of balancing authorities. It ended up requiring transmission providers under its jurisdiction to offer the option of 15-minute schedules. And, in half-loaf fashion, FERC didn't require customers to schedule on 15-minute intervals. That means there won't necessarily be any reduction in reserve obligations.

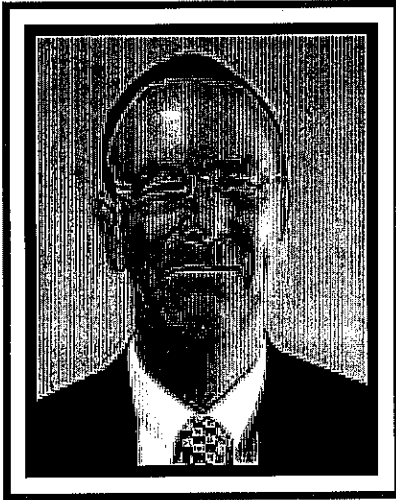
In a bow to the Northwest, FERC left the door open for the kinds of solutions under study at the Northwest Power

Pool to address balancing issues. FERC said if "superior" options are available, providers could get an exemption from the 15-minute requirement.

Order 764 also directs new interconnection customers to provide meteorological and forced outage data to their transmission provider to spur forecasting of power production and more efficiently manage reserves. Whether the meteorological data actually leads to more accurate scheduling is open to debate. FERC didn't specify how the transmission providers would recover the costs of developing the forecasts and data collection.



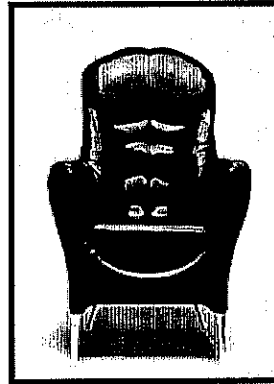
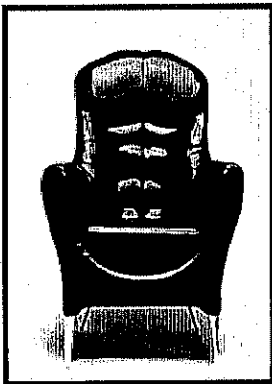
BLACK OFFERS FRESH PERSPECTIVE



Charlie Black, the new director of the Power Division at the Northwest Power and Conservation Council (NWPCC), filled the E Committee in on the upcoming mid-point assessment of the Council's Sixth Power Plan. He said NWPCC staff would update forecasts and survey what has happened in other arenas since the plan was adopted in 2010, including greenhouse gas and carbon policies. The information will feed into the Council's decision about whether there should be any adjustments to the resource strategy in the power plan.

Black said he's gotten the message that while the Council plan deals with the regional picture, individual utilities have unique situations that influence their own plans. "I've gotten feedback that the Council's power plan needs to reflect how individual conditions affect what utilities do," he said.

As power director, Black said he'll aim to run a process that is very transparent and interactive. "I want to do more outreach and make sure we are aligning with what is going on in the region," he said.



WHAT'S UP WITH THE PMA VACANCIES?

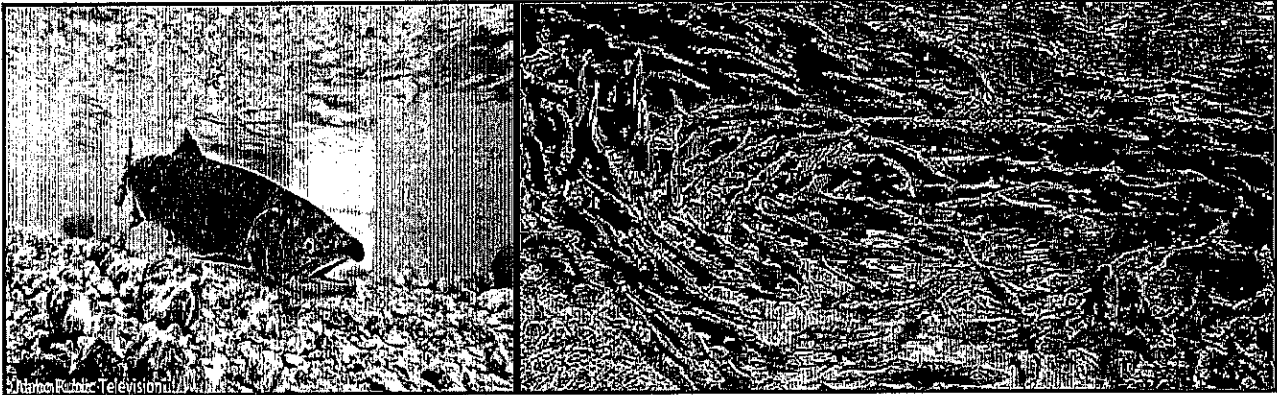
Speculation about a replacement for BPA Administrator Steve Wright is inevitable, but there's more at stake than usual in the top-job sweepstakes. With three of the nation's four power marketing administrations now without permanent leaders, there's some fear DOE may decide to push its "PMA memo" agenda with the PMA appointments. DOE is bent on having the PMAs show more leadership on

integrating variable resources and acting as test beds for new technologies, and the Secretary could seek Administrators to tow that line.

There's also the issue of the Presidential election. Unless the process to replace Wright and the others moves quickly, it's unlikely to occur before 2013. Knowledgeable sources say if there isn't a selection before October

1, nothing will happen until after January.

PPC has its eye on the BPA Administrator replacement process and is working with the region's congressional delegation to assure BPA preference customers have an appropriate say in the decision.



SOCKEYE GETTING ALONG SWIMMINGLY

A record-setting 462,000 adult sockeye salmon returned to the Columbia River this year. With the last of the run passing Bonneville Dam the states have counted over 500,000 adult fish this year. This is almost 400% of the 10-year average and by far the largest sockeye run observed in the Columbia River since the dams were first built in 1938. Staff said that the states also

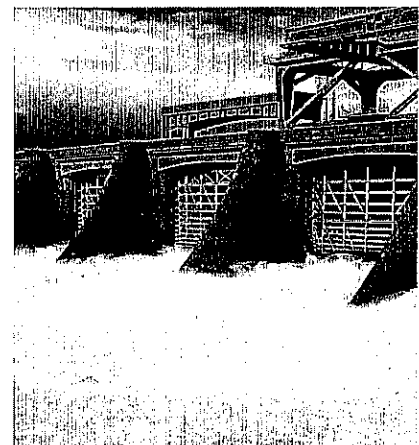
recently issued their fall salmon return forecasts and are expecting over 650,000 fall chinook to return to the Columbia River which is slightly above the 10-year average. Staff reported that the forecast for coho is not as positive as these two other stocks as 240,800 adults are expected to return, which is 51% of the 10-year average.

Staff also finalized the most recent of the Mythbusters Series, debunking Myth #9, that spilling enormous amounts of water over the dams is a silver bullet in providing the best chance for Snake River adult salmon. Myth #9 will be posted on the PPC website at www.ppcpdx.org under the fish and wildlife issues tab.

CLEANHYDRO CAMPAIGN OFF TO A STRONG START

Led by Northwest RiverPartners, fundraising for the CleanHydro campaign to spread awareness and build support for hydroelectric power is off to a good start. Several consumer-owned utilities and trade associations have made large, multi-year contributions. In addition, a

recent trip to Washington, D.C., by Terry Flores, John Prescott and Dan James, resulted in support from the National Rural Electric Cooperative Association and strong interest from members of the National Hydropower Association.



**Northwest
RiverPartners**
FOR CLEANER ENERGY AND QUALITY OF LIFE

ROUND UP

- Congratulations to Bob Linahan who retired from Springfield Utility Board this month after 31 years with the utility.
- Best wishes to PPC Staffer, Kayce Spear, who is leaving PPC this month to attend medical school at Oregon Health Sciences University.
- Western Montana G & T announced that its manager will be Joe Lukas. Joe has been a Senior Policy Advisor at Grant PUD.
- **Helpful links (In addition to www.ppcpdx.org)**
 - Northwest Riverpartners can be accessed at www.nwriverpartners.org
 - To access People Power and alerts of interest to preference power customers, click on <http://www.pplpwr.org/>
 - To see the latest You Tube video about BPA's 75th Anniversary and the Columbia River, click on <http://www.youtube.com/watch?>



- **"In the dust of defeat as well as the laurels of victory there is a glory to be found if one has done his best." Eric Liddell, Won the 400M, 1924 (featured in Chariots of Fire)**
- **"I don't think the discus will ever attract any interest until they let us start throwing them at each other." Also: "I never set out to beat the world. I just set out to do my absolute best." Al Oerter, Four time Olympic Champion 1956-68**
- **"The European countries are really hoping to do well in the Olympics. If they win gold medals, they can use them as cash." David Letterman**