

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
October 15, 2013
7:00 p.m.

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

Computer Arts, Inc. - Computer/IT Presentation

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 October 1, 2013 Council Meeting Minutes

OLD BUSINESS

NEW BUSINESS

5. Golf – Discuss Firewood (attachment)
6. Water – Approval to Purchase Pickup (attachment)
7. Water – Approval to Purchase Air Compressor for Water Plant (attachment)
8. City – Approve Payment of West Law Subscription and Authorize Mayor to Sign Agreement (attachment)
9. City – Discuss Dispatch Agreement for Fiscal Year 2014 and Authorize Mayor to Sign Agreement (attachment)
10. City – Discuss Proposal for Additional Days Off for Employees (attachment)

11. City – Approve Continuation of Blue Cross Health Insurance for Fiscal Year 2014 (attachment)
12. City – Discuss Computer/IT Proposals (attachment)

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

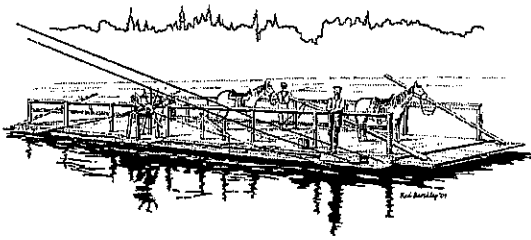
- (a) Consider hiring a public officer, employee, staff member or individual agent.
- (b) Consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student.
- (c) Conduct deliberations 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

13. Electric – Northwest River Partners Article "Making History in Salmon Protection" (attachment)
14. Street – Fiscal Year 2014 LHTAC Workshops (attachment)



MEMO

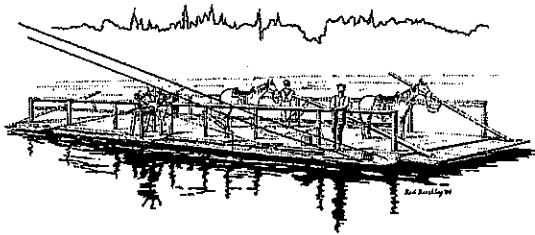
CITY OF BONNERS FERRY
CITY ADMINISTRATOR

Date: 7 October 2013
To: City Council
From: Stephen Boorman, City Administrator
Subject: Golf Course Firewood.

During the logging/Clean-up at the golf course this spring the City ended up with a deck of firewood. One option to dispose of this is to advertise for this in the paper. Currently the going rate for firewood is between \$700-\$1,000 per load, not including hauling. The anticipated cost for a self loader to deliver is \$150 per load.

Therefore, this memo is to recommend the council consider; declaring the wood surplus, advertising this wood for \$800 per load, and the buyer contracts for the hauling. Please note, at this time Fodge pulp is paying \$24 per ton, which would be about \$480 per load.

SJB



MEMO

CITY OF BONNERS FERRY
CITY ADMINISTRATOR

Date: 9 October 2013
To: City Council
From: Stephen Boorman, City Administrator
Subject: Water Department Pick-up.

Last year the Council approved the purchase of a new pick-up for the water department. However, when we went to purchase the pick-up there were none left available at the state bid price.

Therefore, this memo is to request authority to purchase this pick-up at this year's state bid price with addition of the V-8 engine and the trailer package for the amount of \$26,441.28

STB

ROBIDEAUX MOTORS

351 W. DALTON AVENUE . COEUR D'ALENE . IDAHO 83815 . 208-8202 . WWW.ROBIDEAUXMOTORS.COM

City of Bonners Ferry

Oct 4, 2013

7232 Main Street

PO Box 149

Bonners Ferry, Id 83805

John Griffin

208-267-3105

208-267-4381 Fax

jgriffin@bonnersferry.id.gov

We are pleased to submit for your consideration our proposal for the following two options for:

2014 GMC SIERRA CREW CAB 4X4 PICK-UP

With standard options based on the Idaho State MY2014 Pricing \$25,083.00 Total

Or

2014 GMC SIERRA CREW CAB 4X4 PICK-UP \$25,083.00

With standard options and including:

V-8/5.3L Engine 1,011.78

Trailer Equipment 346.50

\$26,441.28 Total

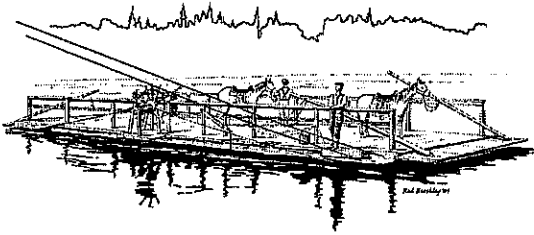
Sincerely,

Robideaux Motors

Mike Earin

Commercial and Fleet Sales

208-691-1524 Direct



MEMO

CITY OF BONNERS FERRY
CITY ADMINISTRATOR

Date: 9 October 2013
To: City Council
From: Stephen Boorman, City Administrator
Subject: Water Plant Air Compressor.

This memo is request authorization to purchase a back-up compressor for the water treatment plant for \$6,173.

The majority of the controls in the water treatment plant are pneumatic and have a significant compressed air load. When the plant was constructed in 1958 there were two piston type compressors installed. After the addition of the clarifier they did not have adequate volume for the addition. At that time we purchased a Kaeser screw type compressor and retired one of the 1958 compressors. At this time we would like update the remaining 1958 compressor with a matching Kaeser compressor.

STB

Air Electric Equipment & Tools Inc.

5603 E. 3rd Ave Spokane, Washington 99212
800- 348-8337 509-534-3698 Fax 509-534-3752

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Quoted to:

City Of Bonners Ferry
Att: Doug Ladely
7232 Main Street
Bonners Ferry, ID 83805
phone: 208-267-3105
email: waterguys@bonnersferry.id.gov
Date: 10/7/2013

Quoted by:

Terry Schinzel
phone: 509-534-3698
email: terrys@airelectrictools.com
Proposal Number: 1

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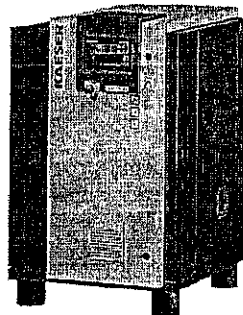
SM 7.5

This quotation includes the following:

- Scope of supply page
- Terms and delivery page
- Detailed pricing page
- Total: \$6,173.00
- Technical specifications and/or dimensional drawing

**KAESER
COMPRESSORS****SM (T) Series**

Model: SM 7.5
 Discharge Pressure: 110 psig
 Capacity: 32 cfm
 Drive Motor: 7.5 hp
 Drive Motor Efficiency: 89.5 %
 Noise Level: 66 dB(A)
 Electrical Requirement: 208-230/460V/3ph/60Hz
 Cooling Method: Air-cooled

**SCOPE OF SUPPLY**

SM 7.5 Kaeser rotary screw compressor model is designed for the performance specified herein. The Kaeser rotary screw compressor includes the following standard features and accessories:

Compressor

- Single-stage, fluid-injected rotary screw compressor with the power-saving Sigma Profile airend

Electric Motor/Drive

- High efficiency, EPAct-compliant TEFC drive motor with thermal overload protection, minimum 1.1 service factor, 150% minimum pull-up torque and Class F insulation
- Automatic tensioning device for belt drive

Starter

- Magnetic wye-delta reduced voltage starter housed in a NEMA 12 control panel

Protective Devices

- Built-in protective devices include safety pressure relief valve(s), emergency stop button, fluid level sight glass, and door interlock switch

Air/Coolant System

- 4-micron air intake filter with cleanable and replaceable element
- ASME fluid separator tank with 3-stage separation ensures minimal fluid carry-over of 1-3 ppm (by weight)
- Filter mat on fluid and air coolers simplifies cooler maintenance

Enclosure

- Soundproofed enclosure features lined panels and a durable powder-coated finish. Compressor is mounted on solid base frame with a solid steel floor and anti-vibration mounts. Additional vibration isolation of airend, motor and separator tank is standard
- Single removable panel provides access to all maintenance components, including two windows to view fluid level and belt tension

Sigma Control Basic

- Sigma Control Basic PLC-based control system with monitoring of emergency stop, motor overload, overload, direction of rotation, airend discharge temperature, refrigerated dryer (optional), analog inputs, cabinet temperature, service hours, back pressure, and minimum starting temperature
- Sigma Control Basic ensures economic operation by means of the optimized dual control system. This allows the unit to run either fully loaded or unloaded and reduce power requirements during idle. Idle period timer shuts the compressor down if air is not required for a preset time

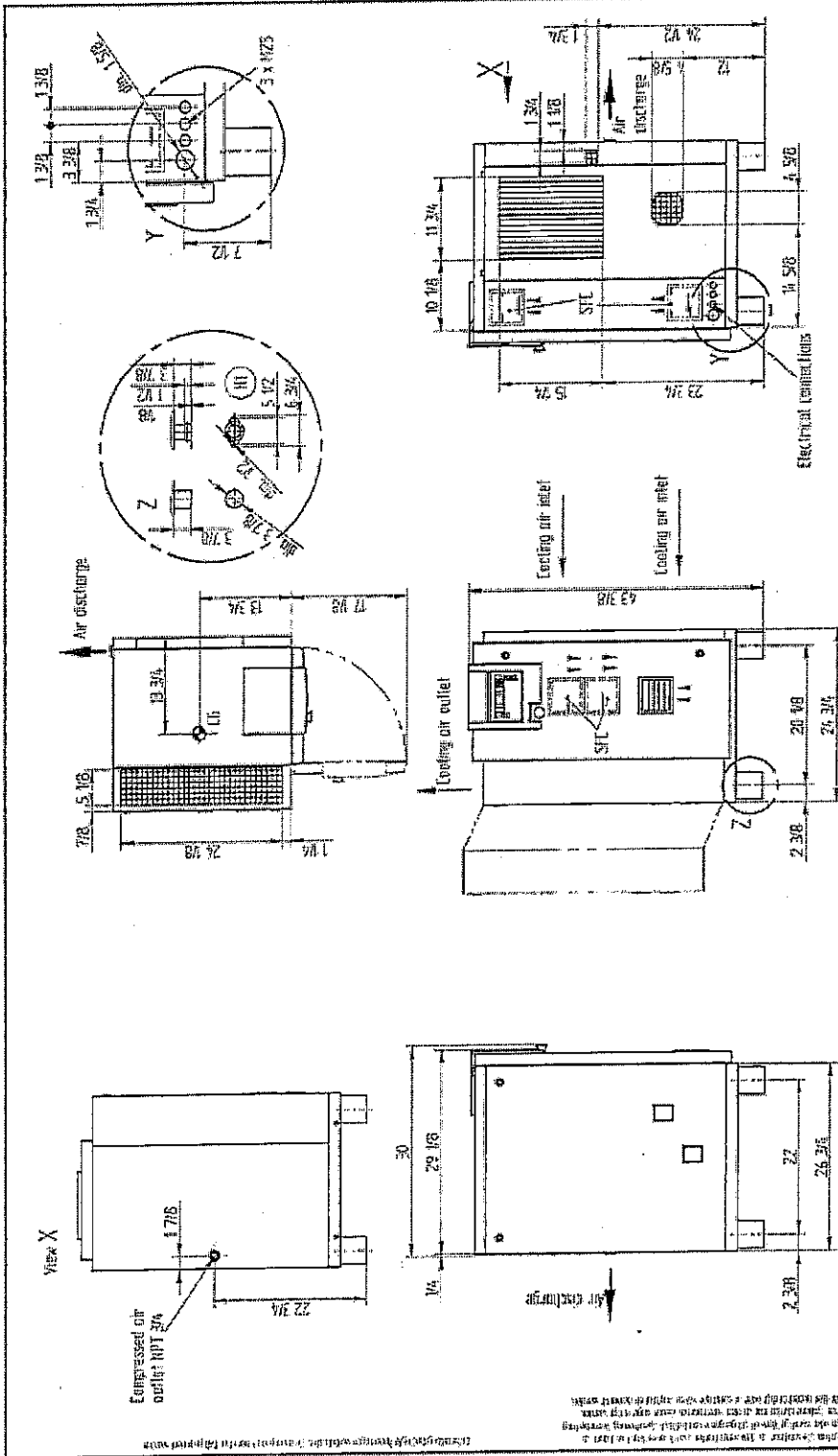
Refrigerated Dryer

- Optional integral refrigerated dryer with moisture separator and demand trap

Warranty

- Standard twelve (12) month warranty on compressor package for materials and workmanship
- Standard twenty-four (24) month limited warranty on airend, motor, and starters
- Optional sixty (60) month limited warranty on airend and motor

All specifications subject to change without notice.



ES - Centre of gravity position marginally dependent on design

KAESER
KOMPRESSOREN

Order No.	SM 75/10/15
Part No.	SFC 8
Material	NI
Weight	11077200 gsc
Scale	1:1

All dimensions are in inches

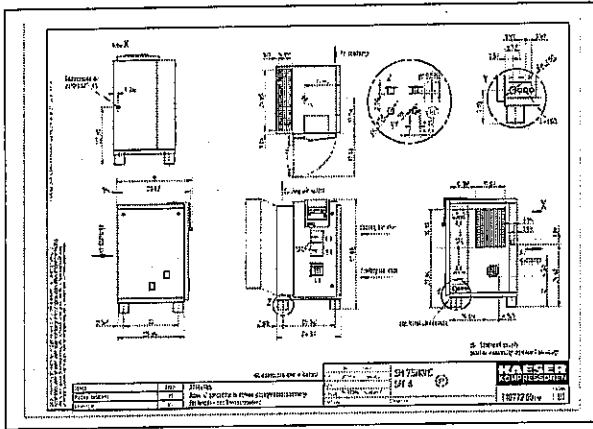
ATTENTION
Allow 1/2" clearance in narrow passages and doorways
Crating has not been considered

Machine mounting	NI
As supplied	NI

11077200 gsc

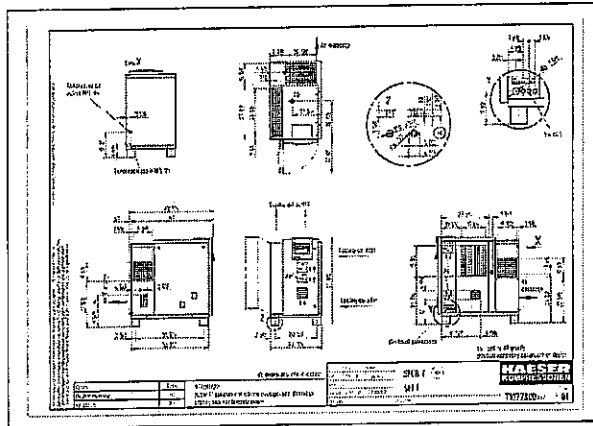


DIMENSIONAL DRAWINGS

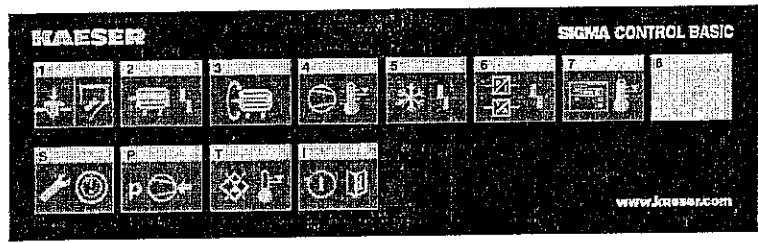


SM

WEIGHTS (LB):	
SM 7.5:	440
SM 7.5T:	610
SM 10:	460
SM 10T:	630
SM 15:	490
SM 15T:	650



SM-T



MONITORING FUNCTIONS

- | | |
|--|---|
| 1 -- Safety shutdown (emergency stop)/access door open | 7 -- Maximum cabinet temperature exceeded |
| 2 -- Motor overload | 8 -- Reserved for future use |
| 3 -- Incorrect direction of rotation | S -- Service hour limit exceeded |
| 4 -- Aired discharge temperature too high | p -- Back pressure exists |
| 5 -- Refrigerated dryer | T -- Below minimum starting temperature |
| 6 -- Analog input(s) defective | I -- Safety inspection activated |

DETAILED PRICING:

Sales tax % (if applicable): 0.00%

QTY	COMPRESSOR & ACCESSORIES:	PRICE (EA)	*	PRICE	TAX
1	SM 7.5	\$ 6,173.00		\$ 6,173.00	\$ -
				\$ -	\$ -
				\$ -	\$ -
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				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
TOTAL				\$	\$

* Non-taxable item

Additional comments:

**** Plus Inbound Freight Charges

DELIVERY TERMS AND CONDITIONS:

Estimated Delivery: 7-10 Days after receipt of order.

Payment Terms: Upon Order/ Net 30 with Open Account

Shipping Terms: F.O.B. Factory Ship Point

Validity Period: 30 Days from date of this proposal.



THOMSON REUTERS™

Order Notification

Contact your representative kristin.boisjolie@thomsonreuters.com with any questions. Thank you.

Order ID: 490331

Subscriber Information

Account Address:

Account #:
City of Bonners Ferry
Bonners Ferry City Attorney
PO Box PO Box 149
7232 Main St
Bonners Ferry, ID 83805
US
(208) 267-4378

Shipping Address:

Account #:
City of Bonners Ferry
Bonners Ferry City Attorney
PO Box PO Box 149
7232 Main St
Bonners Ferry, ID 83805
US
(208) 267-4378

Billing Address:

Account #:
City of Bonners Ferry
Bonners Ferry City Attorney
PO Box PO Box 149
7232 Main St
Bonners Ferry, ID 83805
US
(208) 267-4378

Payment and Shipping Information

Payment Method:

Payment Method: WestAccount
Account Number:

Shipping Information:

Shipping Method: FREE Ground Shipping - U.S. Only

Additional Information

Created By: 0092759
Order Source: 27
Revenue Channel: 01
Order Date: 10/7/2013 1:39:38 PM
P.O. Number:
Additional Data B: 1

Order Contact Information

First Name	Last Name	Email Address	Phone	Contact Description	Contact Number
Andrakay	Pluid	apluid@bonnersferry.id.gov		Order Confirmation Contact	28
Andrakay	Pluid	apluid@bonnersferry.id.gov		Primary Password Contact	24

Internal Comments

- ☑ Worksheet Custom Pro:<https://ordermation.west.thomson.com/esigs/of.aspx?ordergroupid=54277c5dfecf49b9879fb5a31ee7fc65&pfv=true>
- ☑ Worksheet West Complete:<https://ordermation.west.thomson.com/esigs/of.aspx?ordergroupid=22a49be4970f4e979fc3d12d1d020108&pfv=true>
- ☑ OF Ver:<https://ordermation.west.thomson.com/esigs/ofversion.aspx?pfv=true&ordergroupid=a9b8ed05a2814d02b904f86ff31170dc&isofview=yes>

New Products - WestlawPRO/CD/WLEC/Other

Qty	Product	Material ID
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Modules to include in Custom PRO:

Material ID	Description
40982471	Primary Law with KeyCite®: All — Idaho (WestlawNext™);
40981520	All Primary Law (WestlawNext™);
40981635	Municipal Law Practitioner Core — Idaho (WestlawNext™);

Special Options: Short-Term Bridge/Contract 1 Month

Monthly Charges ("Monthly Charges") are billed on the date West processes Subscriber's order and continue for a minimum of 12 complete calendar months elected by the Subscriber ("Minimum Term"). Upon conclusion of the Minimum Term, charges for CD-ROM products are billed thereafter at then-current rates. If Subscriber elects a longer Minimum Term the Monthly Charges for WestlawPRO and/or West LegalEdcenter products will be billed as set forth herein.

Subscriber agrees to commit to a Minimum Term of **36 months** and the Monthly Charges for the second 12 months not to increase by more than **5%** over the Monthly Charges for the initial 12 months and the Monthly Charges for the third 12 months not to increase by more than **5%** over the Monthly Charges for the second 12 months.

NON-GOVERNMENT SUBSCRIBERS ONLY:

Upon conclusion of the WestlawPRO Minimum Term, including West LegalEdcenter product(s) that are part of a WestlawPRO Select, the Subscriber Agreement and this Order Form will automatically renew for consecutive 12-month periods ("Renewal Term"), and the Monthly Charges for the Renewal Term will increase 7% per year unless either party gives written notice of cancellation to the other party at least 30 days in advance of any Renewal Term, including the first Renewal Term. Additionally, West may at its discretion provide Subscriber with notice at least 60 days in advance of any Renewal Term of a Monthly Charge increase different from 7% after which Subscriber shall have 30 days to provide West with written notice of cancellation if Subscriber does not wish to renew. Excluded Charges may be modified as set forth in the Subscriber Agreement (as defined herein). Subscriber is responsible for all Excluded Charges as incurred. During any Renewal Term, Subscriber's access to and use of any product shall be governed by the respective Subscriber Agreement. Upon conclusion of the West LegalEdcenter Minimum Term, as applicable solely to West LegalEdcenter product(s) that are not part of a WestlawPRO Select, charges for West LegalEdcenter products are billed thereafter at up to then-current rates.

GOVERNMENT SUBSCRIBERS ONLY:

Upon conclusion of the WestlawPRO and/or West LegalEdcenter Minimum Term, Monthly Charges are billed thereafter at up to then-current rates. Excluded Charges and Monthly Charges (after the Minimum Term) may be modified as set forth in the Subscriber Agreement (as defined herein). Subscriber is responsible for all Excluded Charges as incurred. After the Minimum Term, Subscriber's access to and use of any product shall be governed by the respective Subscriber Agreement.

1 attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel and the like), corporate users, students and Personnel if ordering Paralegal Plans or publicly accessible terminals (used for Patron Access and Correctional Facility Products) at the location identified above (for WestlawPRO; CD-ROM case law orders and/or West LegalEdcenter Charges). If West learns that the actual number exceeds this number, West reserves the right to increase Subscriber Monthly Charges as applicable.

User	Start Date	Position	Email
Pluid, Andrakey		Attorney	

New Products - Print

Qty	Product	Material ID
1	West Complete Library	40666420

New Subscriptions to include in West Complete:

Qty	Material ID	Description
1	40503415	West's® Idaho Code Annotated

Monthly West Complete Print Charges are billed on the date West processes Subscriber's order and continue for the term of complete calendar months elected by Subscriber above ("Minimum Terms"). If Subscriber elects to terminate any of its West Complete Print products during the Minimum Term, the Monthly West Complete Print Charges will not be adjusted. Upon conclusion of the Minimum Term, the West Complete Print Charges will automatically renew for consecutive 12-month periods (Renewal Term), and the Monthly West Complete Print Charges for the Renewal Term(s) will increase 7% per year unless either party gives written notice of cancellation to the other party at least 30 days in advance of any Renewal Term, including the first Renewal Term. Additionally, West may at its discretion provide Subscriber with notice at least 60 days in advance of any Renewal Term of a Monthly West Complete Print Charges increase different from 7% after which Subscriber shall have 30 days to provide West with written notice of cancellation if Subscriber does not wish to renew. Subscription service may consist of updates and/or supplements to the service, including but not limited to: pocket parts, pamphlets, replacement or ancillary volumes, loose-leaf pages and other related supplemental materials. Subscriber hereby requests that West provide subscription services for the herein-described products, billed as set forth above.

36 MONTH WEST COMPLETE PRINT MINIMUM TERM – Subscriber agrees to commit to a Minimum Term of 36 complete calendar months and the Monthly West Complete Print Charges for the second 12 months not to increase by more than 5% over the Monthly West Complete Print Charges for the initial 12 months and the Monthly West Complete Print Charges for the third 12 months not to increase by more than 5% over the Monthly West Complete Print Charges for the second 12 months.

Qty	Product	Material ID
1	Search and Seizure Checklists, 2013 ed.	14665848

Order Subtotal:	N/A
*Shipping:	FREE
* Estimated Tax:	TBD
Order Total:	\$0.00
Products Under 36 month contract term:	\$247.50
** Billed Monthly Total:	\$247.50

* Sales tax for your order will reflect applicable state and local taxes and will be finalized upon shipment. In accordance with applicable laws, tax will be applied to products and shipping. Actual tax may vary slightly from that shown above.

*Free shipping is not applicable to print orders that will be shipped from affiliates of Thomson Reuters that are located outside of the United States, its territories and possessions. For such products, transportation and handling charges (FOB origin) will be added.

** First full month billing will be invoiced at the monthly billed detail set forth above. Pricing is subject to the price increase pursuant to the terms and conditions set forth in agreement.

BRIDGE AMENDMENT AVAILABLE ONLY TO NEW WESTLAW and/or HOSTED PRACTICE SOLUTIONS PRODUCTS SUBSCRIBERS

Amendment to Research Subscriber Agreement and/or Hosted Practice Solutions Subscriber Agreement between customer stated above in this contract ("Subscriber") and West, a Thomson Reuters business ("West") as follows:

1. **Effect of Amendment.** The underlying Research Subscriber Agreement and/or Online Practice, Compliance and Storage Solutions Subscriber Agreement, of even date herewith including all Schedules and Order Forms thereto ("Subscriber Agreement(s)"), between Subscriber and West is amended as specifically set forth herein to incorporate the terms of this Amendment. As amended, the Subscriber Agreement(s) shall remain in full force and effect according to its terms and conditions. All terms used in this Amendment shall have the meanings attributed to them in the Subscriber Agreement(s). This Amendment embodies the entire understanding between the parties with respect to the subject matter of this Amendment and supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter.

2. **Term and Termination.** The Subscriber Agreement(s) and this Amendment shall become effective upon approval and acceptance by West in St. Paul, Minnesota and shall continue in force and effect as set forth herein.

3. WestlawPRO and/or Practice Solutions Products Bridge

3.1 From the effective date of this Amendment and continuing for one (1) complete calendar month for 40988771 at \$0.00 thereafter ("Period 1"), Subscriber shall receive access to the product(s) elected by Subscriber on the Order Form at rates set forth herein. All access to and use of Excluded Charges shall be billed to Subscriber at then-current Schedule A rates.

3.2 From the end of Period 1 and continuing through the end of the Minimum Term elected by Subscriber ("Period 2"), Subscriber shall receive access to the product(s) elected by Subscriber on the Order Form, at the rates set forth therein. All access to and use of Excluded Charges will be billed at the then-current Schedule A rates.

3.3 The Minimum Term shall be extended by the length of Period 1.

3.4 All other terms and conditions of the Subscriber Agreement(s) shall remain unchanged.

Subscription Service, Passwords and West km Software. Subscription services may consist of updates and/or supplements to the service, including but not limited to: (a) CD-ROM Libraries: updated, replacement or supplemental CD-ROMs and online updates, and other related supplemental material; (b) Print Products: pocket parts, pamphlets, replacement or ancillary volumes; loose-leaf pages and other related supplemental materials; all of which may be billed separately at then-current rates. Subscriber hereby requests that West provide subscription services for the herein-described products at then-current rates until such subscription services are cancelled by West or cancelled upon written request by Subscriber (or as provided for in the Subscriber Agreement for CD-ROM products). Any passwords issued herein may only be used by the person to whom the password is issued and sharing of passwords is STRICTLY PROHIBITED. Subscribers licensing only LiveNote/Case NoteBook/Timeline/Publisher Software will not be issued Westlaw passwords. Any West km software licensed hereunder must reside on a dedicated server provided and maintained by Subscriber at Subscriber's expense, and such server must be accessible to all Subscriber's authorized users. Subscriber's Westlaw Doc Form Builder Data will be web hosted by West. Upon termination of any Westlaw Doc and Form Builder subscription, West will provide Subscriber access to and the ability to export related Westlaw Doc and Form Builder Data for 180 days at no charge. After a commercially reasonable time has passed, but no less than 180 days after the termination of this agreement, West will delete such Westlaw Doc and Form Builder Data.

General Provisions for Non Government Subscribers Only. This Order Form is subject to approval by West, a Thomson Reuters business (West) in St. Paul, Minnesota, and is governed by Minnesota law. The state and federal courts sitting in Minnesota will have exclusive jurisdiction over any claim arising from or related to this agreement. Applicable sales, use, personal property, value added tax (VAT) or equivalent, ad valorem and other taxes are payable by Subscriber. Subscriber may be charged interest for overdue installments and subscriptions and for other open account charges. If any installments, subscriptions, subscription services, Westlaw Charges or open account charges remain unpaid 30 days after becoming due, all unmatured installments, including all amounts that are or would become due and payable for the remaining term of Subscriber's Subscriber Agreement, shall become immediately due and payable at the sole option of West. Interest charged may be adjusted to the then-highest current rate allowable on Minnesota contracts. This Order Form is nontransferable. All collection fees, including but not limited to attorneys fees, are payable by Subscriber. Transportation and handling (FOB origin) charges will be added for print products. West may request a current financial statement and/or obtain consumer credit report on the undersigned individual to determine creditworthiness. West will only request consumer credit information on the undersigned if the undersigned is applying for credit as an individual or if the undersigned's consumer credit information is necessary for West to consider granting credit to the aforementioned company. If Subscriber inquires whether a credit report was requested, West will provide information of such, if a report was received and the name, address and telephone number of the agency that supplied the report. Usage Cap for CLEAR Subscribers: In the event Subscriber's actual charges during a month exceed by more than ten times the then-current Monthly Guarantee, West may limit access to live gateways for the remainder of the month.

General Provisions for Government Subscribers Only. This Order Form is subject to approval by West in St. Paul, Minnesota, and is governed by the laws of Subscriber's state. The courts sitting in Subscriber's state will have exclusive jurisdiction over any claim arising from or related to this agreement. If Subscriber is a U.S. Federal Government subscriber, this Order Form is governed by the laws of the United States of America. Applicable sales, use, personal property, value added tax (VAT) or equivalent, ad valorem and other taxes are payable by Subscriber. This Order Form is non-transferable. Transportation and handling (FOB origin) will be added to print products. Usage Cap for CLEAR Subscribers: In the event Subscriber's actual charges during a month exceed by more than ten times the then-current Monthly Guarantee, West may limit access to live gateways for the remainder of the month

Returns. If Subscriber is not completely satisfied with any print or CD-ROM product received from West, the product may be returned within 45 days of the invoice date for a full refund or credit, in accordance with West's then-current returns policies. Charges for Westlaw and West LegalEdcenter products are non-refundable.

Additional Contract Information

NON-AVAILABILITY OF FUNDS FOR WestlawPRO GOVERNMENT SUBSCRIBERS (not available to non-government subscribers).

If Subscriber fails to receive sufficient appropriation of funds or authorization for the expenditure of sufficient funds to continue service under the Order Form, or if Subscriber receives a lawful order issued in or for any fiscal year during the Minimum Term or Renewal Term of the Order Form that reduces the funds appropriated or authorized in such amounts as to preclude making the payments set out therein, Subscriber may submit a written notice to West seeking cancellation of the service, the Subscriber Agreement and the Order Form, if permitted under applicable law. Subscriber shall provide West with notice not less than thirty (30) days prior to the date of cancellation, and shall include a written statement documenting the reason for cancellation, including the relevant statutory authority for cancelling, and an official document certifying the non-availability of funds (e.g., executive order, an officially printed budget or other official government communication). Upon West's receipt of a valid cancellation notice, Subscriber shall pay all charges incurred for any products and/or services received prior to the effective date of the cancellation (and in the case of print/CD-ROM products, return all unpaid print/CD-ROM products and updates)

For questions regarding this order, please contact West Customer Service at 1-800-328-4880.

Signature for Order ID: 490331

The following, individually or jointly, as applicable ("Subscriber Agreement and Schedule A") is/are hereby incorporated by reference and made part of this Order Form:

- Research Subscriber Agreement (located at <http://legalsolutions.com/research-subscriber-agreement>)
- Applicable Schedule A (located at <http://legalsolutions.com/schedule-a-westlaw>)

In the event there is a conflict between the terms and conditions of the Subscriber Agreement and Schedule A and the terms and conditions of this Order Form, the terms and conditions of this Order Form shall control. Subscriber by his/her signature below, acknowledges his/her understanding and acceptance of the terms and conditions of the Subscriber Agreement and Schedule A and this Order Form.

Signature of Authorized Representative for order

Title

Printed Name

Date

CITY/COUNTY DISPATCH AGREEMENT

This AGREEMENT by and between the CITY OF BONNERS FERRY, an Idaho Municipal corporation (City), and the COUNTY OF BOUNDARY, a political subdivision of the State of Idaho (County).

WITNESSETH:

WHEREAS, City operates and funds a full-time Police department; and

WHEREAS, County operates and funds a full time Sheriff's Department; and

WHEREAS, the maintenance of an additional dispatcher by each department would amount to duplication of services at the expense of the taxpayer; and

WHEREAS, Idaho Code Section 67-2326 authorizes joint service agreements where it is to the mutual advantage of the parties as well as provide functions in a manner that will best accord with geographic, economic, population and other factors influencing their respective needs and development; and

WHEREAS, City and County, each for itself, finds that a joint agreement for the funding and operation of a joint dispatching service does provide an advantage and does provide a service that will best accord with the geographic, economic and efficiency needs of each of them; and

WHEREAS, the term of said agreement begins on October 1, 2013 and terminates on September 30, 2014;

NOW, THEREFORE, the parties agree as follows:

1. County agrees as follows:

A. County will, and hereby does, authorize the Sheriff's Department to provide twenty-four hour dispatching service so that reasonable full-time dispatching service will be provided to the Sheriff's Department and City police, Fire Departments, Electric, Water, Sewer, Streets, and such other City Departments as necessity requires upon mutual agreement of all parties.

B. The funds identified in Section 2 below, delivered by City to County, will be paid to County as and for payment in full of City's obligation for dispatching service.

2. City agrees as follows:

A. City will, for Fiscal year 2013-2014, pay to County \$27,707 for such service, payable to County on or before January 15, 2014.

3. The parties jointly agree:

A. Sheriff will have complete and sole and only control of the positions of dispatcher and of the person occupying the same, including, but not limited by such inclusion, applying Sheriff's Department personnel policies.

B. The duration of this Agreement shall be from October 1 through September 30 of each succeeding Fiscal Year if renewed. Notice of non-renewal shall be provided in writing by either party not less than ninety (90) days prior to the expiration of this agreement, otherwise this agreement shall renew for an additional fiscal year with all terms and conditions unchanged except for the contract dollar amount, which shall be negotiated by the parties hereto in good faith.

C. This Agreement does not create any separate or legal entity.

D. The purpose of this Agreement, as outlined above, is to provide dispatch service for the joint benefit of the City Police, City Fire, and other departments as necessity requires and the Boundary County Sheriff's Department by mutual agreement of all parties.

E. It is specifically understood that this Agreement does not include any financial obligations the parties have regarding each of their uses of the North Idaho Crime laboratory.

4. In addition to the funding outlined above, all funding will be provided through the County budget process.

5. The administrator of this Agreement shall be the Sheriff, Boundary County, Idaho.

6. No real property will be involved in this Agreement, and the manner of acquiring, holding and disposing of personal property used in this agreement will be discretionary with the Sheriff, as outlined in his annual budget.

7. The work of these dispatchers will be solely as employees of County.

8. County will hold City harmless from all claims or causes of action arising

from acts of County, its agents or employees acting under or in relation to this Agreement.

9. Further, it is acknowledged and agreed that this Agreement covers the provision of services only and that City by virtue of this Agreement acquires no interest in property owned or used by county as related to the Agreement and that City acquires no interest in dispatcher positions other than the services provided by such positions during the non-terminated and active time frame of this Agreement.

It is further agreed that no dispatcher shall be considered an employee of City for any purposes, including but no limited by such inclusion, worker's compensation and unemployment compensation.

DATED this _____ day of _____, 2013.

CITY OF BONNERS FERRY

By _____
Dave Anderson, Mayor

ATTEST:

KRIS LARSON, Clerk of
the City of Bonners Ferry

COUNTY OF BOUNDARY
BOARD OF COMMISSIONERS

Dan R. Dinning, Chairman

LeAlan L. Pinkerton, Commissioner

Walt Kirby, Commissioner

Attest:

Glenda Poston,
Clerk of the Board of Commissioners

Approved by: _____
Greg Sprungl
Boundary County Sheriff

PROPOSAL FOR ADDITIONAL DAYS OFF FOR CITY EMPLOYEES

Since the economy is still sluggish and the city continues to struggle to balance our budget it makes it tough to give our employees raises. By giving them a few extra days off throughout the year shows that we care about them and helps keep morale up. I would therefore like to propose the following.

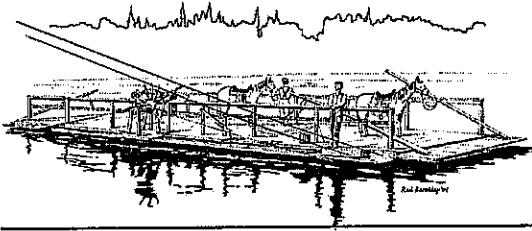
Give employees the Friday after Thanksgiving off.

Give employees either the day before or the day after Christmas off. Each department can decide how to do this so they can remain open to the public.

Give employees either July 3rd or July 7th off. This would give them a four day weekend. Once again each department can decide how to do this in order to remain open to the public.

I realize this proposal will not work for departments that work 24/7. Those departments they will have to make arrangements for their employees to take a day off at a later date.

If an employee is called in to work on one of the additional days off they will not receive overtime pay. They will be given a day off at a later date.



CITY OF BONNERS FERRY

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

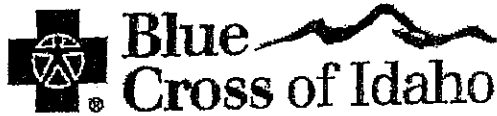
Memo

To: Mayor and City Council
From: Kris Larson, Clerk/Treasurer
Date: 10/11/2013
Re: Blue Cross for Fiscal Year 2014

Darrell Kerby phoned today and said we need to make a motion to continue our Blue Cross coverage for fiscal year 2014. I have attached the new rates for your review.

Thanks,

Kris



City of Bonners Ferry

GROUP NUMBER: 10031829
 TYPE OF COVERAGE: POS
 EFFECTIVE DATE: 11/1/2013 - 10/31/2014
 BROKER: Darrell Wayne Kerby
 BROKER NUMBER: 001228BC
 SALES REP: Brandon Simon

RENEWAL RATES

COBRA PEPM RATE N/A

<u>ACTIVE RATES</u>	<u>MEDICAL</u>	<u>DENTAL</u>	<u>VISION</u>	<u>EAP</u>	<u>NURSE LINE</u>	<u>TOTAL*</u>
EE	\$425.49	\$0.00	\$0.00	\$2.50	\$0.00	\$427.99
EE + SP	\$836.57	\$0.00	\$0.00	\$2.50	\$0.00	\$839.07
EE + 1 CHILD	\$516.70	\$0.00	\$0.00	\$2.50	\$0.00	\$519.20
EE + CHILDREN	\$801.63	\$0.00	\$0.00	\$2.50	\$0.00	\$804.13
EE + SP + CHILD(REN)	\$1,173.90	\$0.00	\$0.00	\$2.50	\$0.00	\$1,176.40

<u>COBRA RATES</u>	<u>MEDICAL</u>	<u>DENTAL</u>	<u>VISION</u>	<u>EAP</u>	<u>NURSE LINE</u>	<u>TOTAL</u>
EE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EE + SP	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EE + 1 CHILD	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EE + CHILDREN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EE + SP + CHILD(REN)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

<u>COBRA DISABILITY RATES</u>	<u>MEDICAL</u>	<u>DENTAL</u>	<u>VISION</u>	<u>EAP</u>	<u>NURSE LINE</u>	<u>TOTAL</u>
EE	\$638.24	\$0.00	\$0.00	\$3.75	\$0.00	\$641.99
EE + SP	\$1,254.86	\$0.00	\$0.00	\$3.75	\$0.00	\$1,258.61
EE + 1 CHILD	\$775.05	\$0.00	\$0.00	\$3.75	\$0.00	\$778.80
EE + CHILDREN	\$1,202.44	\$0.00	\$0.00	\$3.75	\$0.00	\$1,206.19
EE + SP + CHILD(REN)	\$1,760.85	\$0.00	\$0.00	\$3.75	\$0.00	\$1,764.60

*This total does not include any applicable COBRA rate.

Summary of Benefits and Coverage Information

To view and print a copy of the Summary of Benefits and Coverage (SBC) for your groups current coverage options and the uniform glossary, please log in to the employer portal of our website at bcidaho.com/employers. If you need assistance registering on the Blue Cross of Idaho website, please contact your Account Representative.

If you have questions about the SBC, need language assistance or would like a paper copy free of charge, please refer to the Customer Service number on the back of your Blue Cross of Idaho ID cards or call 1-800-627-1188. You can also visit our website at bcidaho.com/SBC for more information.

4.2% increase

	Annual Hours	\$/month	\$/hour	Extra Hours	Annual Total
CAI	220	\$ 1,430	\$ 78	\$ 90	\$ 17,160
	312	\$ 2,028	\$ 78	\$ 90	\$ 24,336
Listman	240	\$ 1,100	\$ 55	\$ 60	\$ 13,200
	96	\$ 600	\$ 75	\$ 60	\$ 7,200
	312	\$ 1,460	\$ 56	\$ 60	\$ 17,520 estimated
			Delta	\$	6,816



PO Box 449 • Bonners Ferry ID 83805

City of Bonners Ferry
7232 Main St
Bonners Ferry, ID 83805

October 4, 2013

Dear City Council,

We appreciate the opportunity to provide a proposal for IT services to the City of Bonners Ferry. Enclosed please find a sample agreement and statement of work tailored to your needs. The contract start date can be changed as required.

The proposed service contract would provide for up to 20 hours of maintenance per month for \$1,100 with additional hours at \$60. Contract clients enjoy emergency response times of 4 hours or less, 24-7-365.

What sets us apart is our IT Executive Leadership service, or CIO-for-hire, which specializes in providing the experience, leadership and vision to build reliable networks to serve today's needs and the expandability to meet tomorrow's.

With myself and three additional computer technicians on staff, I am confident that Boundary Computer can provide the level of service required by the City's various departments.

Thank you,

A handwritten signature in black ink, appearing to read "Michael Listman", written over a white background.

Michael Listman
President
Boundary Computer Solutions

NETWORK INSTALLATION AND MAINTENANCE AGREEMENT

THIS AGREEMENT ("Agreement") is entered into on **October 1, 2013**, between Boundary Computer Solutions, Inc. ("Provider"), with its principal place of business located at 7189 Main St, Bonners Ferry, Idaho, 83805 and **City of Bonners Ferry** ("Client"), with its principal place of business located at **7232 Main St Bonners Ferry, ID 83805** and shall be effective as of **October 1, 2013** (the "Effective Date").

RECITALS

WHEREAS, Provider is engaged in the business of providing services involving the design, installation and maintenance of computer networks;

WHEREAS, Client desires to retain Provider to perform the services set forth in this agreement.

NOW, THEREFORE, Provider and Client agree as follows:

1. Scope of Services

Provider will perform such infrastructure development, network maintenance and support services as are set forth in Exhibit A (Statement of Work).

2. Price and Payment

Client will pay Provider for the Network Services at the price and on the terms set forth in Exhibit A. The price set forth in this Agreement does not include any sales, use, service, or similar taxes that may be payable by reason of the provision of the Network Services, and Client will pay all such taxes which may become due in connection with the Services.

3. Term and Termination

Unless terminated as provided herein, this Agreement will extend for a period of **12 Months** and will automatically renew from year to year thereafter. Provider may terminate this Agreement without cause upon sixty (60) days written notice, and Client may terminate this Agreement without cause upon thirty (30) days written notice. In the event of termination by either party without cause, Client will pay Provider for all of the Services performed up to the date of termination. Either party may terminate this agreement upon written notice for material breach, provided, however, that the terminating party has given the other party at least fourteen (14) days written notice of and the opportunity to cure the breach. Termination for breach will not alter or affect the terminating party's right to exercise any other remedies for breach. Termination prior to the **6th Month** anniversary constitutes early termination and will cause forfeiture of all discounted rates provided by this agreement. Payment for the difference of full rate fees and contracted discounts will be due **30 Days** from cancellation.

4. Obligations of Client

A. Client will immediately notify Provider upon learning of any significant problem with the performance of the network.

B. Client will cooperate with Provider in connection with its performance of the Services by providing access to Client's physical premises as reasonably necessary from time to time.

Boundary Computer Solutions • PO Box 449, Bonners Ferry, ID 83805 • 208-267-1000 • www.boundarycomputer.com

C. Client will, from time to time, purchase such software and hardware as may be reasonably necessary for the effective operation of its network.

D. Client will notify Provider within a commercially reasonable time regarding any change in the identity of client's Network Administrator.

5. Confidential Information

A. All information relating to Client that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by Provider and will not be disclosed or used by Provider except to the extent that such disclosure or use is reasonably necessary to the performance of Provider's Work.

B. All information relating to Provider that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by Client and will not be disclosed or used by Client except to the extent that such disclosure or use is reasonably necessary to the performance of Client's duties and obligations under this Agreement.

C. These obligations of confidentiality will extend for a period of **12 Months** after the termination of this agreement, but will not apply with respect to information that is independently developed by the parties, lawfully becomes a part of the public domain, or of which the parties gained knowledge or possession free of any confidentiality obligation.

D. Provider agrees to comply with all current and future federal labor, and security regulations including the signing of mandated business associate agreements.

6. Warranty and Disclaimer

Client acknowledges that no computer system or software can be made completely stable or secure, and that Provider cannot guarantee the stability, safety or security of client's network or data. Provider warrants that the Network Services will be provided in a workmanlike manner, and in conformity with generally prevailing industry standards and the time frame, if any, set forth in the description of Network Services herein. Client is solely responsible for implementing and monitoring appropriate operational and security procedures, and for making appropriate backup copies of all data. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS OR STATEMENTS MADE ON OR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT.

7. Limitation of Liability

In no event will Provider be liable for any loss of profit or revenue by Client, or for any other consequential, incidental, indirect or economic damages incurred or suffered by Client arising as a result of or related to the Network Services, whether in contract, tort, or otherwise, even if Client has advised of the possibility of such loss or damages. In no event will Provider be liable for any loss of data that may occur, regardless of the cause of such loss of data. The total liability of Provider for all claims of any kind arising as a result of or related to this Agreement, or to any act or omission of Provider, whether in contract, tort or otherwise, will not exceed an amount equal to the amount actually paid by Client to Provider for the Network Services during the twelve (12) month period preceding the date the claim arises.

8. Indemnification

Client will indemnify and hold Provider harmless against any claims by third parties, including all costs, expenses and attorneys' fees incurred by Provider therein, arising out of or in conjunction with Client's performance under or breach of this Agreement.

9. Relation of Parties

The performance by Provider of its duties and obligations under this Agreement will be that of an independent contractor, and nothing herein will create or imply an agency relationship between Provider and Client, nor will this Agreement be deemed to constitute a joint venture or partnership between the parties.

10. Employee Solicitation/Hiring

During the period of this agreement and for twelve (12) months thereafter, neither party will directly or indirectly solicit or offer employment to or hire any employee, former employee, subcontractor, or former subcontractor of the other. The terms "former employee" and "former subcontractor" will include only those employees or subcontractors of either party who were employed or utilized by that party on the Effective Date of this Agreement.

11. Non-assignment

Neither party will assign this Agreement, in whole or in part, without the prior written consent of the other party. This Agreement will inure to the benefit of, and be binding upon the parties hereto, together with their respective legal representatives, successors, and assigns, as permitted herein.

12. Arbitration

Any dispute arising under this Agreement will be subject to binding arbitration by a single Arbitrator with the American Arbitration Association (AAA), in accordance with its relevant industry rules, if any. The parties agree that this Agreement will be governed by and construed and interpreted in accordance with the laws of the State of Idaho. The arbitration will be held in Boundary County, ID. The Arbitrator will have the authority to grant injunctive relief and specific performance to enforce the terms of this Agreement. Judgment on any award rendered by the Arbitrator may be entered in any Court of competent jurisdiction.

13. Attorneys' Fees

If any litigation or arbitration is necessary to enforce the terms of this Agreement, the prevailing party will be entitled to recover reasonable attorneys' fees and costs from the other party.

14. Severability

If any term of this Agreement is found to be unenforceable or contrary to law, it will be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will remain in full force and effect.

15. Force Majeure

Neither party will be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay is caused by events or circumstances beyond the delayed party's reasonable control.

16. No Waiver

The waiver by any party of any breach of covenant will not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing, and signed by the party waiving its rights. This Agreement may be modified only by a written instrument executed by authorized representatives of the parties hereto.

17. Entire Agreement

This Agreement together with any attachments referred to herein constitute the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

Provider: **Boundary Computer Solutions**

Client: **City of Bonners Ferry**

By: _____

By: _____

Title: _____

Title: _____

EXHIBIT A: STATEMENT OF WORK

TABLE OF CONTENTS

	Preamble
1.0	Scope
2.0	Price and Payment
3.0	Expenses and Taxes

PREAMBLE

This Statement of Work accompanies an Agreement that has been executed by the parties. All statements of fact contained in this Statement of Work are subject to the terms and conditions set forth in such Agreement. The terms and conditions set forth in the Agreement control in the event of any inconsistency between such terms and conditions and the matters set forth in this Statement of Work.

1.0 Scope

1.1 **Executive Leadership** – Align technology infrastructure with the client's business goals. Services include Technology Road mapping, IT Budgeting, Business Continuity Planning, IT Strategic Planning, Security Planning, Systems Implementation Planning, IT Auditing, IT Asset Management, Vendor Management and Sourcing. Services can be provided in via an internally titled role (i.e. CIO).

1.2 **Initial Setup** – Network system design, installation and configuration. This service includes setup of printers, scanners, DSL and dial-up accounts, e-mail setup and general consumer applications. May also include transfer of documents, bookmarks and settings from previous systems.

1.3 **General Maintenance & Repair** – Routine hardware checks, network monitoring, server monitoring, software updates, OS updates and file-structure related services.

1.4 **Hardware & Software Installation** – On-site installation of hardware and application software. This service includes RAM upgrades, hard-drives, internal cards and peripherals. Some specialty hardware and industry specific software may require custom pricing. This potential billing scenario will be discussed on a case-by-case basis.

1.5 **Hardware & Software Troubleshooting** – Isolate the cause of the problem(s) in the computing environment. Note: In some rare situations (such as hardware failure or incompatible hardware or software), issues may not be resolved. The client is still responsible for the time-related fee. This potential billing scenario will be discussed on a case-by-case basis.

1.6 **Needs Assessment** – Custom support regarding hardware or software purchases to accomplish specific tasks or business goals.

1.7 **Systems Integration** – Installation of hardware into an existing computing environment. Services include setup of any necessary software or hardware.

1.8 **Network Security** – Installation of hardware and/or software to provide reasonable network security and virus protection. Note: network security and virus protection services are provided on a best-effort basis and are not guaranteed to prevent network intrusions or virus attacks. See section 6.0 of the Network Services Agreement.

1.9 **Data Backup & Data Recovery** – Develop and implement a backup strategy. Data recovery services are also available. Note: In some situations (such as complete hardware failure, media failure or total data corruption) Boundary Computer Solutions • PO Box 449, Bonners Ferry, ID 83805 • 208-267-1000 • www.boundarycomputer.com

data may not be recoverable. The client is still responsible for the time-related fee. Costs for data-recovery services will be discussed on a case-by-case basis.

1.10 Rapid-Response Service – General on-site services are usually delivered within a 12- to 48-hour timeframe. Rapid-response service is delivered within a one- to four-hour timeframe as available. Additional fees may be billed for special circumstances that require temporary loan of hardware or other items. Specific details are discussed at time of service request. Additional fees may be billed for rapid-response services.

1.11 24-Hour Emergency Service – After-hours onsite service is from 6pm to 8am, Monday through Friday and All day Saturday and Sunday, and is delivered within a one- to four-hour timeframe. Additional fees may be billed for 24 Hour Emergency Services.

1.12 Training -- End user instruction and training for supported hardware and/or software. Includes scheduled and as needed requests.

1.13 Locations – Services will be provided to a single campus location by on-site visit, remote administration and via telephone assistance. Services required at off-campus locations will incur published GSA travel charges.

2.0 Price and Payment – Provider is being hired on an hourly basis to perform the Services and provide the Deliverables according to this Statement of Work. This Statement of Work is subject to a nonbinding estimate of total labor costs to complete this work. Client accepts that a stable scope of work is critical to achieving the price estimates. Testing and debugging work is considered a normal part of work performed under this Statement of Work at the rates specified. Provider will maintain daily records of hours and tasks performed, which will be submitted to Client upon request. All work schedules will be considered reasonably accurate estimates, subject to revision.

2.1 Rates

The monthly contract rate for the "**Level IV**" is **\$1,100.00** which includes **20** hours of service. The additional hourly rate for this statement of work is **\$60.00**. Emergency After-Hours Service rate is **\$95.00** per hour.

2.2 Invoices

Services will be invoiced monthly.

2.3 Payment

Payment is due thirty (30) days after date of invoice. Client may not withhold any amounts due hereunder and Provider reserves the right to cease work without prejudice if amounts are not paid when due. Any late payment will be subject to any costs of collection (including reasonable legal fees) and will bear interest at the rate of one and one half (1.5) percent per month or fraction thereof until paid.

3.0 Expenses and Taxes

Prices quoted for Services do not include and Client will reimburse Provider for its reasonable and necessary cost of travel and out-of-pocket costs for photocopying, overnight courier, unusual long distance telephone and the like. All non-local trips must be approved by Client before commencing. Any applicable sales tax is to be paid by Client.



August 30th, 2013

Greetings:

Enclosed you will find the Computer Arts, Inc. 2013-2014 Addendum A to the *Master IT Services Agreement* for the upcoming fiscal year. The enclosed pricing addendum specifies IT support and services provided to your agency.

Addendum A, PC/Networking Support Fees requires you to **complete the number of support hours requested** and the associated discounted rate. For your information, there are historical figures included to aid in determining the number of PC/Networking Support hours that your agency may need. If you have any questions or need any assistance with determining these hours, please contact CAI management.

Please execute both copies of the Addendum and return the original to CAI **prior to October 1st, 2013**. We appreciate your patronage and thank you very much for your continued business.

If you have any questions regarding the contracts, please contact one of the following at (208)385-9335:

Shane Harris
President
sharris@gocai.com

Mitch Cromwell
Vice President
mcromwell@gocai.com

Karolyn Reid
General Manager
kreid@gocai.com



COMPUTER ARTS, INC. MASTER IT Services Agreement

THIS IT SERVICES AGREEMENT (the "Agreement") is entered into as of the 1st day of October, 2013 (the "Effective Date") by and between COMPUTER ARTS, INC. ("CAI"), an Idaho corporation with its principal offices located at 320 SW 5th Ave, Meridian, Idaho 83642 hereinafter referred to as "CAI" and City of Bonners Ferry, with its principal offices located at 7232 Main Street, Bonners Ferry, Idaho hereinafter referred to as ("CUSTOMER").

IN CONSIDERATION of the mutual terms, covenants and conditions contained herein, the parties mutually agree as follows:

I. DEFINITION OF SERVICES

CAI is a full IT service organization that provides a variety of computer IT services to multiple CUSTOMERS. Under the terms and conditions of this AGREEMENT, Customer shall have unrestricted access to CAI support personnel during normal business hours (8:00am-5:00pm M-F) for any IT computer related issue. After hours support (5:00pm-8:00am M-F, Holidays and Weekends) is available "as-needed" and shall be billable at the "after hour" support rate as specified in this addendum. CAI agrees to make regular visits to Customer's place of business, as deemed necessary by CAI and Customer to maintain adequate system operations. Computer Arts agrees to make every reasonable effort to provide Customer with timely and acceptable IT solutions and services. An example of support services may include any or all of the following:

- Technology planning assistance
- Bid and purchase assistance
- Hardware installation, setup and troubleshooting
- Building infrastructure services (such as cabling recommendations and specifications)
- Education & training
- Project management
- Routine maintenance
- Network diagnostics & support
- Internet, Intranet, routers, firewalls and other security devices
- Third party software installation, configuration

2. AGREEMENT TERMS

The parties hereto agree that CAI will provide IT technical support services to CUSTOMER as hereinafter outlined. Unless this Agreement is otherwise amended, said services shall include, but are not limited to the following:

A. SUPPORT USAGE

Customer shall have reasonable access to CAI PC/Networking personnel as defined in this agreement for any IT support issue. For typical support services, reasonable response time is expected to be within one (1) business day for normal operations or within four (4) hours for emergency response. Acceptable methods of support shall be through the use of the following:

- Help Desk Telephone support. (Toll free 800 number access to CAI headquarters)
- Computer-to-computer or network-to-network secure communications (VPN).
- On-site service at Customer's computer site.

NOTE – ON-SITE and VPN support requires security authorization and access to Customer's premise equipment by Customer to CAI support personnel. Additional security and communication equipment may be required.

B. SCHEDULING

CUSTOMER shall be responsible for defining the service that is required and to establish a scheduled time with CAI technicians on an "as needed/as-available" basis. Customer shall designate a point of contact to prioritize and track work orders. CAI technicians shall work with this individual closely to ensure that timely service is being provided.

1. On-site services shall be available during normal business hours from the time of 8:00am to 5:00pm Monday through Friday during the terms of this AGREEMENT excluding holidays and weekends.
2. CUSTOMER shall have access to a 7x24x365 toll free number for "After Hours" emergency support. This support shall be provided as requested and shall be subject to availability of CAI resources. This support and any associated expenses shall be invoiced separately at the "After Hours" rate specified in addendum A.
3. CAI personnel shall be allowed a reasonable lunch break while working on-site not to exceed one hour.
4. Under certain circumstances such as personal emergencies, illness, scheduled company meetings, scheduled vacation etc... CAI personnel may be unable to be on-site; CAI will notify CUSTOMER at least by 8:30am of the scheduled day to make arrangements for replacement personnel or to postpone the scheduled visit as agreed upon by both parties.
5. Under certain circumstances, CUSTOMER may need to change a scheduled visit. CUSTOMER shall notify CAI at least 8 hours in advance.

C. HARDWARE SUPPORT AND SALES

CAI agrees to assist CUSTOMER at their request with the support of hardware systems, by both working with CUSTOMER and the manufacturer (if necessary) to get the hardware/software operational or by helping CUSTOMER find other qualified support assistance. As certain hardware models tend to change frequently, CAI will not be responsible for selling or supporting any discontinued manufacture hardware. CAI agrees to assist Customer in purchasing "known brand" hardware by making best in class recommendations. CAI may provide quotes to Customer as requested by Customer. Payment terms for any hardware purchases from CAI shall be NET Twenty (20) days.

CAI will provide CUSTOMER with support for hardware by performing the following functions:

1. **HARDWARE PURCHASES** Computer hardware purchasing decisions shall remain at the sole and exclusive discretion of CUSTOMER. However, CUSTOMER may consult with CAI prior to ordering or purchasing any significant computer or network hardware in order to:
 - a. Ensure compatibility with existing and planned computer hardware and software;
 - b. Maintain consistent purchasing procedures within the Customer's environment;
 - c. Provide a hardware and software environment in which CAI is able to fulfill its responsibilities under this agreement.



COMPUTER ARTS, INC. MASTER IT Services Agreement

CUSTOMER acknowledges that computer hardware purchased without consultation with CAI, or contrary to recommendations from CAI, may limit the ability of CAI to fulfill its responsibilities under this agreement and agrees to hold CAI harmless for any such inability in the event that such purchases are made.

2. **HARDWARE SUPPORT** Hardware support is hereby extended to include assistance in the installation and configuration of PC/Networking hardware for use by CUSTOMER. This includes, but is not limited to, the connection of PCs and peripheral devices to a PC network.

CUSTOMER agrees to allow CAI the ability to access their network via a Virtual Private Network (VPN). This will provide a secure environment to enable CAI to perform both diagnostic and administrative service remotely. Month to month reoccurring internet charges will be the responsibility of the CUSTOMER.

CUSTOMER agrees to designate a central point of contact for CAI network technicians. This person shall assist in scheduling, work load supervision and coordinating as needed. This person will be responsible for prioritizing requests to be serviced by CAI technician. These requests will need to be approved by management in order to insure completion.

D. PHYSICAL AND LOGICAL ACCESSIBILITY

CUSTOMER agrees to supply CAI personnel with all appropriate and necessary access to CUSTOMER's premises, network, and computer equipment and any other areas or resources as necessary in order for CAI to satisfy the terms of this agreement.

E. PROJECT PLANNING AND BUDGETING ASSISTANCE

CAI will assist CUSTOMER with computer planning and budgeting and will meet and work with CUSTOMER as may be reasonably necessary. Further, CAI will participate and assist as requested in any current projects being managed by CUSTOMER's existing IT staff.

F. CONSULTING

CAI agrees to provide CUSTOMER with computer consulting services, including but not limited to long-range computer planning studies, cost projections, scheduling, new applications evaluations, facilities planning, etc., as requested by CUSTOMER.

G. SECURITY

CAI will provide CUSTOMER with procedures and instructions necessary to maintain adequate system security and to copy and secure data files and software. CUSTOMER shall authorize CAI personnel to appropriate sensitive areas of computer hardware, software, networking etc... necessary to satisfy the terms of this agreement.

CAI agrees that all PC/Networking support technicians shall complete an approved security background check. In addition, each CAI support employee shall comply with the Idaho State Police security authorization protocols. Each CAI PC/Networking technician shall comply with all CAI security and policy procedures as outlined by the CAI personnel manual.

H. OTHER SERVICES

CAI will provide CUSTOMER with such other and further computer-related services as agreed to by both parties. If additional technicians are required from time to time on special projects, within reason the CUSTOMER will be responsible for any additional travel expenses incurred. This Agreement may be amended in any written form, as deemed necessary, and agreed upon, by both parties to reflect such other services.

3. WRITTEN NOTIFICATION OF ADDITIONAL COMPUTER CONTRACTS

CUSTOMER agrees to provide CAI with written notification prior to contracting for computer support services from firms or individuals other than CAI during the term of this Agreement, excepting there from:

- A. Computer products or services provided to CUSTOMER by the United States Government, or the State of Idaho, or any agencies or sub-divisions, or sub-contractors thereof.
- B. Hardware repair services from vendor or third-party.

4. SERVICE RATES & PRICING

Customer may select the number of "Pre-Paid" service hours required and the associated guaranteed rate as specified in Addendum A to this Agreement. CAI agrees to provide service at this guaranteed rate up to the number of hours selected. Any unused PC/Networking hours of the contracted amount within one year of execution of this agreement shall be forfeited and payment for these hours will be due in full. Any PC/Networking hours used above and beyond the annual contracted amount by the Customer shall be billed monthly at the standard "Non Pre-Paid" rate as specified in Addendum A to this Agreement.

- A. CUSTOMER may purchase network services support from CAI on a guaranteed hourly rate. Rates are listed in Addendum A to this agreement. CUSTOMER agrees to pay all invoices in full within net thirty (30) days of service unless otherwise noted in an addendum to this agreement. Should the CUSTOMER default in payment, the CUSTOMER shall be assessed late penalties and interest at current rates. Should collection be referred to a collection agency, the CUSTOMER shall be responsible for all reasonable collection charges and pay all costs, expenses and all reasonable legal costs incurred by CAI, for the purpose of collection of payment.
- B. CAI shall guarantee all rates quoted in the Contract Addendum A for a period of approximately twelve (12) months. Any rate changes may be adjusted annually at time of contract renewal.
- C. CUSTOMER shall be invoiced monthly for services and related expenses provided.
- D. Any hours used beyond the initial contracted amount as specified in Addendum A by the CUSTOMER will be billed monthly at the additional hours used rate stated in Addendum A of this agreement.
- E. "After Hours" charges and expenses will be billed separately on a monthly basis at the rates specified in Addendum A.
- F. Any other additional charges such as hardware purchases, supplies or other materials will be billed monthly to CUSTOMER as charges are incurred.
- G. Travel Expenses shall include "actual" expenses and the standard mileage rate allowable by the IRS unless otherwise notified in an addendum to this agreement.
- H. Travel Time one way from the nearest CAI support office shall be billed at the rate specified in Addendum A.



COMPUTER ARTS, INC.
MASTER IT Services Agreement

5. WARRANTY & REMEDIES

- A. CAI will not provide any additional warranties on Equipment beyond that of the Manufacturer warranties unless otherwise specified.
B. EXCEPT AS OTHERWISE PROVIDED HEREIN, CUSTOMER ACCEPTS AND AGREES THAT SERVICES OR SUPPORT AS PROVIDED BY CAI, INCLUDING (WITHOUT LIMITATION) NETWORKING SUPPORT, PC SUPPORT AND OTHER IT SERVICES AS CONTRACTED, ARE "AS-IS" AND WITH ALL FAULTS ACCEPTED, WITH NO WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND.
C. Limitation of Liability. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, CAI SHALL NOT BE LIABLE OR OBLIGATED WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR UNDER CONTRACT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY (i) FOR ANY SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR ANY LOST PROFITS, BUSINESS INTERRUPTION, COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY, SERVICES OR RIGHTS); (iii) FOR ANY MATTER BEYOND CAI'S REASONABLE CONTROL.
D. Indemnification, Customer shall defend, indemnify and hold harmless CAI and each of its officers, directors, employees and agents and the owner of the intellectual property herein licensed (collectively the "Indemnified Parties") against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, including, but not limited to, all reasonable costs and expenses incurred arising out of, resulting from or based upon any pending or threatened claim, action, proceeding or suit that an Indemnified Party may suffer based upon Customer's acts or omissions or upon any breach of any representation, warranty, undertaking or other obligation of Customer under this Agreement.

6. INSURANCE COVERAGE

CAI shall maintain insurance coverage as follows:

- A. Worker Compensation & Employer's Liability - Employers Compensation Insurance Co - Policy #EIG 1084590 02, 10/01/13 -10/01/14
B. General Liability and Property Coverage - St. Paul Fire and Marine Insurance Company, Policy #TT09402049, term - 3/15/13 - 3/15/14, General Liability Limit is \$2,000,000.
C. Automobile Liability - St. Paul Fire and Marine Insurance Company, Policy #TT09402049 - term 3/15/13 - 3/15/14, liability limit is \$1,000,000.

- 7. This Agreement shall be in effect upon execution of this agreement and shall remain in effect for not less than twelve (12) months, after which time this Agreement may be terminated and canceled by either party upon ninety (90) days written notice. This agreement automatically supersedes any prior related agreements between CAI and CUSTOMER except as documented in an addendum to this agreement. CUSTOMER agrees to pay to CAI all sums due and owing as of the date of termination.

This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho. If any provision of this Agreement is held to be invalid or unenforceable, the validity or enforceability of the other provisions shall remain unaffected. This Agreement shall be binding upon and inure to the benefit of CAI and CUSTOMER and their respective successors and assigns. This Agreement constitutes the entire agreement of the parties and supersedes any prior or contemporaneous oral or written agreements. This Agreement cannot be modified orally and can only be modified by a written instrument mutually agreed upon and executed by all parties to this agreement.

CUSTOMER acknowledges that it has read and understands this Agreement and any attachments hereto, and agrees to be bound by their terms, and further agrees that they are the complete and exclusive statement of the agreement between the parties, which supersede all proposals, oral or written, and all other communications between the parties relating to this service. If either party breaches this Agreement, it agrees to pay the prevailing party's reasonable attorney's fees, court costs and litigation expenses incurred in the enforcement of this Agreement.

IN WITNESS WHEREOF:

Customer.

By: _____
Signature
Printed Name
Title
Date

Computer Arts Inc

By:

Signature: [Handwritten Signature]
Printed Name: Shane D Harris
Title: CEO
Date: 8-29-13



ADDENDUM A
To
"MASTER IT Services Agreement"

This addendum takes effect October 1st, 2013 and supersedes all other Addenda to the "Master IT Services Agreement". It shall remain in effect for the period of 12 months. IT Service Fees described in this addendum shall be provided by Computer Arts, Inc. ("CAI") to Customer ("City of Bonners Ferry") by CAI Service personnel and/or other CAI staff as necessary. Other individual services or a combination of services are available on a per-hour basis at the Customer's discretion and may incur additional fees by separate agreement.

Hourly Rate and Pricing Table

PC Hours	Guaranteed Hourly Rate
Non Pre-Paid Hours	\$90.00
51 to 100	\$80.00
101 to 500	\$68.00
501 to 999	\$58.00
After Hours Support (5:00pm-8:00am M-F, holidays, weekends)	\$100.00

Contract Addendum History Table

Fiscal Year 2011-2012 Purchased	Fiscal Year 2012-2013 Purchased	Fiscal Year 2013-2014 Recommended
0	175 (Exceeded)	312

Guaranteed Hours Calculation for new Fiscal Year

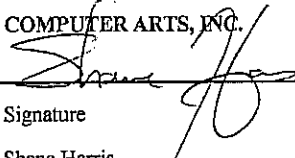
Select number of hours purchased	312
Multiply by guaranteed rate (see chart above) (Special Negotiated Rate Incls all Travel Expenses)	*78.00
New annual PC/Network Service Contract Price	\$24,336.00

Travel Expenses associated with on-site PC/Network support

Travel Time (one way only) \$50.00 p/hr p/Tech	Included
Travel Expense Mileage (round trip \$0.565 p/mile)	Included
Travel Expense Meals - Actual	Included
Travel Expense Lodging - Actual	Included

Summary of Payment terms:

- CUSTOMER shall be invoiced for the total contract amount in equal monthly payments for the term of this AGREEMENT.
- Any unused hours of the contracted amount within one year of execution of this agreement shall be forfeited and payment for these hours will be due in full.
- Any hours and/or expenses used above and beyond the initial contracted amount by the CUSTOMER will be billed monthly at the "Non pre-paid" rate of this addendum.
- Any hours and applicable expenses requested and serviced as "After Hours" shall be invoiced separately at the "After Hours" rate of this addendum.
- CUSTOMER is responsible to pay in full for all hours used for the billing time period.
- Equipment, supplies or other materials shall be invoiced at date of delivery and are due upon receipt for their portion of payment. Multiple invoices may be generated based upon delivery schedule.
- The terms for payment shall be net thirty (30) days of the invoice date. If payment is not received within the terms specified, penalties and interest will apply.
- Travel Expenses and travel time will be billed monthly at the standard mileage rate allowable by the IRS plus actual expenses as specified in the table above.

CUSTOMER		COMPUTER ARTS, INC.	
1			9-12-13
Signature	Date	Signature	Date
2		Shane Harris	
Signature	Date	Printed Name	
3		CEO	
Signature	Date	Title	



Making History in Salmon Protection

Something historic is happening in the salmon world that we should all take time to celebrate: returns of adult fall Chinook salmon are fast approaching the 1-million mark and will likely exceed that later this week. This is the largest return of fall Chinook since fish counting began at Bonneville dam back in 1939. Even sweeter, four of the five highest returns of fall Chinook have occurred in the past decade.

The amazing returns provide proof positive that the Northwest's collective restoration effort by federal and state agencies and tribes -- as well as the families and businesses who are shouldering the costs of this massive effort -- are paying off. As The Oregonian's Editorial Board noted this week, "the Columbia River and its tributaries are a testing ground for the largest and most expensive wildlife stewardship in the history of the United States."

The federal salmon plan that the agencies and tribes are implementing to protect salmon listed for protection under the Endangered Species Act is by far the largest and most costly plan anywhere in the country, so it is most gratifying to see that hard work providing dividends. Good ocean conditions also are a huge factor in these fantastic returns. Salmon spend relatively little time in the Columbia and Snake rivers as they move downstream (on the order of 20 days or less) but live up to four years in the ocean.



Despite all the obvious progress, fish conservation and commercial fishing groups have indicated once again that they will challenge in court the federal salmon plan (Biological Opinion) that is the foundation for all this headway. In fact, they suggest that it is precisely because of the plan that they will be *forced* to litigate. When the plan is clearly working, one has to ask: Why? What or who is dragging them into the courtroom?

Consider the facts: the federal hydro system has undergone a \$1.6 billion overhaul in the past dozen years, retrofitting the dams with new passage technologies that are getting young fish through the dams downstream at very high levels of survival. Hydro operations also have been radically changed to help salmon migrate downstream by "spilling" water through the dams, which means we are generating a lot less clean renewable energy. The states and tribes are halfway through implementing a \$1 billion habitat restoration program on major tributaries to the Columbia and Snake rivers that is improving habitat for salmon rearing and spawning. That this has all been accomplished in just a few years can be attributed both to the strength of the measures in the plan and the collaborative way in which they are being implemented.

The only thing that doesn't seem to change is the fish groups' desire to litigate. If there is lack of progress anywhere it would appear to be in their unchanging eagerness to go back to court. They suggest that even while the fall Chinook are experiencing a fantastic run, other populations are not doing as well. This is easily explained by simply applying some common sense. Salmon in the Columbia Basin come from many different tributaries with different habitat characteristics, go to different places in the ocean, return at different times of year and face different commercial, tribal and sport fishing harvest seasons. Some runs will do better some years than others. That is their nature.

Here's why we all keep being dragged back into the courtroom: The litigants have been quite clear that the only salmon plan they will accept is one that includes the removal of the Snake River dams. This myopic attitude is discouraging because the odds of the Snake River dams coming out anytime soon are slim to none. It would take an Act of Congress, which is highly unlikely – one of the only issues the Congress has been able to agree on in a bipartisan fashion is legislation promoting development of more clean renewable hydropower. And, Congress is well aware of the other irreplaceable benefits the dams bring to the Northwest, including the irrigation, trade and commerce that underpin our economy.

People want and support a balance between helping our iconic salmon and sustaining our economy and quality of life in the Northwest, and that's exactly what we have achieved with this salmon plan. They also consistently and overwhelmingly oppose drastic measures such as Snake River dam removal. It's time to accept these facts and put all our efforts behind implementing a solid plan that is the best bet for salmon restoration. And, let's not forget to celebrate the results as evidenced with this historic run of fall Chinook.



Terry Flores is Executive Director of Northwest River Partners, an alliance of farmers, utilities, ports and large and small businesses that relies on and promotes the economic and environmental benefits of the Columbia and Snake Rivers as well as fish policies and programs based on sound science.

For more information, please visit www.nwriverpartners.org.

FY 2014 LHTAC Workshops

The Local Highway Technical Assistance Council (LHTAC) will be presenting a workshop overview of the following programs. These one day FREE workshops are beneficial for LHJ's and Consultants.

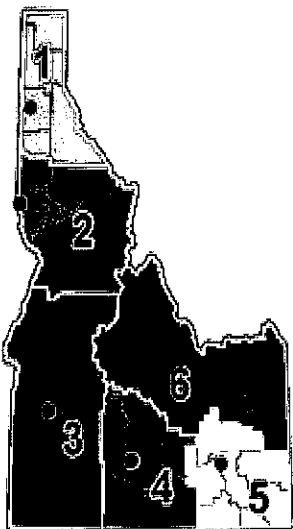
- Local Federal-Aid Programs — Rural, Urban, Bridge, Construction
- Local Highway Safety Improvement Program (LHSIP)
- Local Rural Highway Investment Program (LRHIP)
- Informational Items
 - Americans with Disabilities Act (ADA) Compliance & Title VI
 - Functional Classification
 - 129,000 pound Truck Routes

Registration is not required.



Schedule by Districts

- ◆ **District 1** **October 23 at 9 a.m.**
Idaho Transportation District Office, 600 West Prairie, Coeur d'Alene
- ◆ **District 2** **October 24 at 9 a.m.**
Idaho Transportation District Office, 2600 Frontage Road, Lewiston
- ◆ **District 3** **October 8 at 9 a.m.**
Idaho Transportation District Office, 8150 Chinden Blvd, Boise
- ◆ **District 4** **October 9 at 9 a.m.**
Idaho Transportation District Office, 216 South Date St, Shoshone
- ◆ **District 5** **October 29 at 9 a.m.**
Idaho Transportation District Office, 5151 South 5th Street, Pocatello
- ◆ **District 6** **October 30 at 9 a.m.**
Idaho Transportation District Office, 206 N. Yellowstone Highway, Rigby



Local Highway Technical Assistance Council
3330 Grace Street, Boise, ID 83703
208-344-0565 or 1-800-259-6841
www.lhtac.org