

Welcome to tonight's City Council meeting!

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

Vision Statement

Bonners Ferry, "The Friendliest City", strives to achieve balanced growth, builds on community strengths, respects natural resources, promotes excellence in Government, and values quality of life. We are a city that welcomes all people.

AGENDA
SPECIAL CITY COUNCIL MEETING
Bonners Ferry City Hall
7232 Main Street
267-3105
December 17, 2020
5:00 pm

Join video Zoom meeting: <https://zoom.us/j/17672764>

Meeting ID: 176727634

Passcode: 714097

Join by phone: 253-215-8782

NEW BUSINESS

1. **Electric** – Consider authorizing the Mayor to sign a contract with CDA Stump Grinding for tree removal on Comanche Street and Canyon Street (attachment) {action item}

ADJOURNMENT

INDEPENDENT CONTRACTOR AGREEMENT

AGREEMENT made between the City of Bonners Ferry, a political subdivision of the state of Idaho, herein "ENTITY" and CDA Stump Grinding 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: removal of three trees adjacent to Canyon Street, near the intersection at Comanche Street as directed by the electric department and as described in the attached quote.

CONTRACTOR agrees to provide all materials and services for the project.

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

CONTRACTOR shall complete the project by February 28, 2021.

3. **COMPENSATION:** ENTITY agrees to pay CONTRACTOR as compensation a total not to exceed \$7,200, as contemplated by the attached quote.

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 14th day of December, 2020.

ENTITY:

CITY OF BONNERS FERRY

CONTRACTOR:

By CDA Stump Grinding


By James R. Staples, Mayor

Its _____
(Title or Office)

ATTEST:

Christine McNair, Clerk

WITNESS:

(Signature of Witness or Notary Public)

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

Shawn Smith
1605 Crossport Rd
Bonners Ferry, ID 83805
ldirks.cdastump@outlook.com



ADDRESS

City Of BF / Shannel
Schuman
Corner of Comanche and
Canyon
Bonners Ferry, ID 83805

ESTIMATE # E- 1147 B
DATE 12/03/2020

DESCRIPTION	AMOUNT
Parcel: RPB0120006024AA	
City of Bonners Ferry Trees	
Take down 3 big Ponderosa pines over 3 phase power lines	7,200.00
Burn limbs	
Haul away larger unmarketable wood	
Haul marketable wood to mill	
Truck rate will be taken out of wood proceeds and paid by mill. Remainder of proceeds from wood will go to property owner.	
TOTAL	\$7,200.00

Accepted By

Accepted Date

Thanks, Shawn Smith