

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
CITY COUNCIL MEETING
Bonners Ferry City Hall
7232 Main Street
267-3105
January 19, 2021
6:00 pm

Join video Zoom meeting: <https://zoom.us/j/17672764>
Meeting ID: 176727634
Join by phone: 253-215-8782

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

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

REPORTS

Police/Fire/City Administrator/City Engineer/Economic Development Coordinator/Urban Renewal District/SPOT/Golf

CONSENT AGENDA – {action item}

1. Call to Order/Roll Call
2. Approval of Bills and Payroll
3. Approval of the January 5, 2021 meeting minutes, January 12, 2021 Special Council meeting minutes, January 14, 2021 Special Council meeting minutes

OLD BUSINESS

NEW BUSINESS

4. **Electric** – Consider authorizing the Mayor to sign the Network Operating Agreement with Bonneville Power Administration (attachment) {action item}
5. **Electric** – Consider authorizing the Mayor to sign the On-Call/Task Order Agreement with Financial Consulting Solutions Group, Inc (attachment) {action item}
6. **City** – Consider the draft City logo (attachment) {action item}
7. **Street** – Consider the purchase of a Kubota Tractor (attachment) {action item}
8. **City** – Consider authorizing the Mayor to sign the contract with Innovate for mapping assistance (attachment) {action item}
9. **City** – Discuss administrative approval of contracts (attachment) {action item}
10. **City** – Discuss the Visitors Center cleaning position {action item}
11. **City** – Consider authorizing the closure of City Hall for training January 25, 2021 – January 28, 2021 {action item}

ADJOURNMENT

**MINUTES
CITY COUNCIL MEETING
Bonners Ferry City Hall
7232 Main Street
267-3105
January 5, 2021
6:00 pm**

Council President Rick Alonzo called the Council meeting of January 5, 2021 to order at 6:00 pm. Present for the meeting were: Council Members Adam Arthur, Valerie Thompson and Ron Smith. Also present were: City Engineer Mike Klaus, City Attorney Andrakay Pluid, City Clerk/Treasurer Christine McNair, City Administrator Lisa Ailport. Jerry Higgs, Marciavee Cossette, David Clark, Victor Martinez, Rose, Fay Almond, Carolyn Testa and John Birrell.

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PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

Jerry Higgs spoke regarding the Presidential election results of November 3, 2020.

REPORTS

No reports were given.

CONSENT AGENDA – {action item}

1. Call to Order/Roll Call
 2. Approval of Bills and Payroll
 3. Approval of the December 15, 2020 Council meeting minutes, December 17, 2020 Special Council meeting minutes
- Adam Arthur moved to approve the consent agenda. Ron Smith seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo – yes, Ron Smith – yes

OLD BUSINESS

NEW BUSINESS

4. **Electric** – Consider authorizing the Mayor to sign the contract with JUB Engineering for Moyie Hydro spillway project (attachment) {action item}
Mike said the contract is for \$99,500 and broken into three components. The first component is to get through the bidding process. The second component is construction administration, structural engineering support and special inspections. The third component is construction observation, which Mike will do most of. Ron asked if this contract is for the three years. Mike said this is only for the first year. Ron asked if we will go out for bids every year of the project. Mike said the whole construction contract will be bid this year. Ron Smith moved to authorize the Mayor to sign the contract with JUB Engineering for the Moyie Hydro Spillway project in the amount of \$99,500. Valerie Thompson seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo – yes, Ron Smith – yes
5. **City** – Consider the extension and revision of the City employee COVID Leave policy (attachment) {action item}
Lisa said this is a revision/extension of the previous policy. The paid part of the Families First Act, Emergency Family Medical Leave Act of the previous policy has been removed. Ron asked why would we remove anything. Lisa said it was a federal mandate previously and that mandate has been removed. Lisa said the COVID leave time is not budgeted and comes out of contingency. Ron feels it should be left the way it is. Valerie said it is important to protect the employees, but she wants to only allow use of the COVID time when the PTO/Sick time has been used. Adam feels it may not be equal for all employees if PTO/Sick time use is required before using COVID leave. Rick asked if the new one passed is covering anything. Lisa said the public sector is not being covered. Adam Arthur moved to extend and revise the City employee COVID leave policy. Ron Smith seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo – yes, Ron Smith – yes
6. **City** – Consider authorizing the Mayor to sign the letter of participation and support of the pending update of the Boundary County Multi-Jurisdictional All-Hazard Mitigation Plan (attachment) {action item}
Christine said this was a request from Andrew the Emergency Management Coordinator. The letter is part of the update process that is being applied for from FEMA. Ron Smith moved to authorize the Mayor to sign the letter of participation and support of the pending update of the Boundary County Multi-Jurisdictional All-Hazard Mitigation Plan. Adam Arthur seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo – yes, Ron Smith – yes

ADJOURNMENT

The meeting adjourned at 6:31 pm.

**MINUTES
SPECIAL CITY COUNCIL MEETING
Bonners Ferry City Hall
7232 Main Street
267-3105
January 12, 2021
5:00 pm**

Mayor Dick Staples called the Special Council meeting of January 12, 2021 to order at 5:00 pm. Present for the meeting were: Council Members Rick Alonzo, Adam Arthur, Valerie Thompson and Ron Smith. Also present were: City Engineer Mike Klaus, City Attorney Andrakay Pluid and City Administrator Lisa Ailport.

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NEW BUSINESS

1. **Executive Session** – Executive Session pursuant to Idaho Code 74-206, Subsection 1 (b) to consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against a public officer, employee, staff member or individual agent, or public school student {action item}

Rick Alonzo moved to enter into Executive Session pursuant to Idaho Code 74-206, Subsection 1 (b) to consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against a public officer, employee, staff member or individual agent, or public school student. Ron Smith seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo – yes, Ron Smith – yes

Entered Executive Session at 5:01 pm.
Executive Session ended at 6:54 pm with no action taken.

ADJOURNMENT

The meeting adjourned at 6:54 pm.

**MINUTES
SPECIAL CITY COUNCIL MEETING
Bonners Ferry City Hall
7232 Main Street
267-3105
January 14, 2021
5:00 pm**

Mayor Dick Staples called the Special Council meeting of January 14, 2021 to order at 5:00 pm. Present for the meeting were: Council Members Rick Alonzo, Adam Arthur and Ron Smith. Also present were: City Engineer Mike Klaus, City Attorney Andrakay Pluid, City Administrator Lisa Ailport and City Clerk/Treasurer Christine McNair.

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

1. City – Consider a reduction in the workforce relating to the mapper/meter reader position (attachment) {action item} Rick Alonzo moved to authorize the removal of the position and direct staff to bring forward a plan on how to address our future needs in these areas. Ron Smith seconded the motion. The motion passed. Adam Arthur – yes, Rick Alonzo – yes, Ron Smith – yes

ADJOURNMENT

The meeting adjourned at 5:01 pm.



MEMO

CITY OF BONNERS FERRY
CITY ENGINEER

Date: January 12, 2021
To: City Council
From: Mike Klaus, City Engineer
Subject: **Electric Department - BPA - Network Operating Agreement**

The City has an agreement with BPA that focuses on how power is delivered to its customers. The City of Bonners Ferry is considered a Network Transmission (NT) customer; a term that you will see referenced several times in the attached information and agreement. This agreement deals directly with network operations and is not related to our transmission rates, as that is a separate agreement.

I recommend reading the attached document, *Talking Points - 2020 Network Operating Agreement*, to get a better feel for what the agreement is all about. Two signatures are required to complete the agreement, the primary agreement and Exhibit C. Signing Exhibit C eliminates it from the primary agreement, as it is no longer needed. I have reviewed the attached agreement and recommend that the Council Authorize the Mayor to sign the agreement and Exhibit C.

Please let me know if you have any questions.

Thank you,

A handwritten signature in cursive script that reads "Mike".

Mike

Talking Points

2020 Network Operating Agreement

Background

As part of the TC-20 Settlement Agreement, finalized on March 1, 2019, BPA and its long-term transmission customers agreed to revise Attachment G of BPA's Open Access Transmission Tariff (OATT). Prior to the Settlement Agreement, Attachment G contained BPA's Network Operating Agreement (NOA), applicable to customers with Network Integration Transmission (NT or NITS) contracts.

FERC's *pro forma* Attachment G is blank. This allows Transmission Providers and Network Customers to determine requirements, mechanisms and operational needs for the provision of NT service. In TC-20, BPA and customers agreed to replace Attachment G with a list of topics to be addressed in NOAs with individual customers. BPA then developed a template NOA by working with NT customers who chose to participate in the Network Operating Committee (NOC). Details of the NOC are available in [NOC Charter](#).

Key Information

- BPA worked collaboratively with customers to revise Attachment G through the TC-20 process.
- BPA then worked closely with customers over the course of nearly a year, and through multiple NOC meetings, to draft, review, and revise the NOA in several cycles. The template agreement was finalized in spring of 2020.
- BPA staff reviewed a variety of large utility examples and found this approach to be a good fit to meet its needs with customers.
- The new NOA template seeks to memorialize operational terms and conditions related to NT service.
- When they chose to take NT service, customers agreed to adhere to the NT Service requirements (e.g., OATT, Business Practices, Policies, etc.), even when requirements change.
- The NOA is a requirement for NT Service under the OATT. This was an identified change in the TC-20 Settlement that all customers signed.

Q&A

In a nutshell, what is the NOA?

- An agreement that describes how BPA will interact operationally with NT customers.
- Definition in BPA's Open Access Transmission Tariff:
 - **1.24 Network Operating Agreement:**
 - An executed agreement that contains the terms and conditions under which the Network Customer shall operate its facilities and the technical and operational matters associated with the implementation of Network Integration Transmission Service under Part III of the Tariff.
- The NOA is a requirement of taking NT service, spelled out in the OATT Section III, 29.1(iv) "the Eligible Customer executes a Network Operating Agreement with the Transmission Provider pursuant to Attachment G."

What's in it for customers?

- An opportunity to cross-check operational information between the parties to capture customer-specific details in a unified way and ensure that BPA and customers are up-to-date.
- The new NOA template provides an updated set of operational terms and conditions related to NT service.
- The NOA allows some customization (in the exhibits) for individual customer needs to better align with BPA's operational requirements (vs. the blanket approach under the previous NOA in Attachment G).

How was the template created?

- BPA staff worked closely with NT customers and their representatives (e.g., NRU, PNGC, WPAG), over multiple meetings and cycles of redlines through the Network Operating Committee over the better part of a year to develop the template.
- The new NOA template is a result of a collaborative effort with customers and representatives that reflects the interests of both BPA and its NT customers.

Do customers served by (only) Transfer service still need to sign a NOA?

- Yes. The NOA is a requirement of taking NT service, spelled out in the OATT Section III, 29.1(iv) “the Eligible Customer executes a Network Operating Agreement with the Transmission Provider pursuant to Attachment G.”
- BPA considered adding language specific to Transfer service provisions but concluded that it was an overstep to speculate how another Transfer Service provider may address their own operational requirements via a NOA (or other agreement) or to spell out requirements for a third party.
- The NOA recognizes that “Part of the power and energy being delivered under this Agreement and the Service Agreement may flow through such other systems rather than through the Transmission Provider’s facilities.” It’s inherent that provisions of the NOA are in effect where applicable. Further, the NOA includes provisions for BPA and NT customers beyond interconnected facilities.

What if customers want to make changes?

- The body of the agreement (terms and conditions) is intended to remain consistent across customers to the extent possible. The Exhibits are intended to capture unique requirements.
- BPA is collecting customer feedback for consideration in future reviews of the NOA through the NOC.
- BPA’s goal is to provide consistency among NT customers, and to consider future template changes through a collaborative and transparent process (the NOC).

How often might this agreement be revised?

- There is no current schedule for revising the template agreement.
- Customers have flexibility to revise as needed should requirements change in the Exhibits.
- The term of the NOA matches the NT Service Agreement and is subject to review upon renewal.

What if customers already have an embedded NOA?

- The new NOA is a standalone agreement rather than an exhibit; it now allows for customization per each customer in its exhibits, and is associated with a customer’s NT service agreement.
- BPA will draft a revision to NT Service Agreements with embedded NOAs to remove the related language.



Department of Energy

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

TRANSMISSION SERVICES

January 8, 2021

In reply refer to: TSE/TPP-2

Ms. Lisa Ailport, City Administrator
City of Bonners Ferry
7232 Main Street
Bonners Ferry, ID 83805

Dear Ms. Ailport:

As part of the TC-20 Settlement Agreement, the Bonneville Power Administration (BPA) committed to execute a Network Operating Agreement (NOA) with Network Integration Transmission (NT) Service customers. Accordingly, enclosed for signature is one signed original of NOA, Contract No. 20TX-17009 between BPA and City of Bonners Ferry (Bonners Ferry).

Pursuant to Attachment G of BPA's Open Access Transmission Tariff, the NOA sets forth the terms and conditions under which the NT customer will be required to operate its facilities as well as technical and operational matters associated with the provision of NT.

Also enclosed for signature is Exhibit C, Revision No. 1 (Revision) of NT Service Agreement, Contract No. 01TX-10411. The Revision makes the NOA provisions of the Exhibit "Not Applicable."

Please electronically sign all flagged signature fields of the enclosed document, and return by email to txsalescontracts@bpa.gov by Close of Business on January 25, 2021. Alternatively, Bonners Ferry may print, sign, date, and scan the documents into a PDF file and return by email or send a paper copy of the documents to my attention at one of the following addresses by the date stated above:

First Class Mail

Bonneville Power Administration
Mail Stop: TSE/TPP-2
P.O. Box 61409
Vancouver, WA 98666-1409

Overnight Delivery Service

Bonneville Power Administration
Mail Stop: TSE/TPP-2
905 NE 11th Avenue
Portland, OR 97232

NETWORK OPERATING AGREEMENT
executed by the
UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY
acting by and through the
BONNEVILLE POWER ADMINISTRATION
and
CITY OF BONNERS FERRY
Index of Sections

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Exhibit A	Related Agreements
Exhibit B	Other Operational or Technical Requirements
Exhibit C	Remedial Action Schemes and Relay Schemes

This NETWORK OPERATING AGREEMENT (Agreement) is entered into by the UNITED STATES OF AMERICA, Department of Energy, acting by and through the BONNEVILLE POWER ADMINISTRATION (Transmission Provider) and CITY OF BONNERS FERRY (Network Customer), hereinafter referred to individually as "Party" and collectively as "Parties."

The Transmission Provider provides Network Integration Transmission Service under the Transmission Provider's Open Access Transmission Tariff (Tariff) as it may be amended or replaced from time to time.

The Parties have entered into a Service Agreement for Network Integration Transmission Service (Service Agreement), on June 20, 2001, and amended or replaced from time to time, under which the Transmission Provider provides Network Integration Transmission Service to the Network Customer.

The provision of Ancillary Services will be addressed in the Service Agreement.

The Network Customer shall either: (1) operate as a Balancing Authority Area under applicable requirements of NERC, WECC, and NWPP, and satisfy its own Balancing Authority Area Requirements, including all necessary Ancillary Services; (2) satisfy its Balancing Authority Area requirements, including all necessary Ancillary Services, by contracting with the Transmission Provider; or (3) satisfy its Balancing Authority Area requirements, including all necessary Ancillary Services, by contracting with another entity which satisfies the applicable reliability requirements of NERC, WECC, and NWPP.

The Parties recognize that the Transmission Provider's Transmission System is directly or indirectly interconnected with transmission systems owned or operated by others and the flow of power and energy between such systems shall be controlled by the physical and electrical characteristics of the facilities involved and the manner in which they are operated.

Part of the power and energy being delivered under this Agreement and the Service Agreement may flow through such other systems rather than through the Transmission Provider's facilities.

The Transmission Provider has established technical standards, guidelines, policies, and procedures (Standards) for planning, construction, maintenance, and operation of the Transmission Provider's grid, interties, and interconnections in accordance with the Tariff. Standards are available from the Transmission Provider and may be amended from time to time. Standards include, but are not limited to, the following documents or their successors:

- Technical Requirements for Interconnection to the BPA Transmission Grid;
- Metering Application Guide (MAG);
- Responsibilities and Technical Requirements Guide for Transmission Customer Owned Meters;
- BPA's Facility Ownership and Cost Assignment Guidelines; and
- BPA Outage Planning and Coordination Policy.

The Transmission Provider has established business practices (Practices) in accordance with the Tariff. Practices are available on the Transmission Provider's Website. Practices may be amended from time to time in accordance with the Transmission Provider's business practice process.

There is a need to identify operational requirements related to Network Integration Transmission Service over the Transmission Provider's Transmission System.

The Parties therefore agree as follows:

1. TERM OF AGREEMENT

This Agreement will be effective at 0000 hours on the date that this Agreement has been signed by both Parties (Effective Date), and shall remain in effect through the term of the Service Agreement.

In the event that the Agreement is terminated, all liabilities incurred hereunder are hereby preserved until satisfied.

2. EXHIBITS

The following Exhibits are hereby incorporated as part of this Agreement:

- (a) Exhibit A Related Agreements
- (b) Exhibit B Other Operational or Technical Requirements
- (c) Exhibit C Remedial Action Schemes (RAS) and Relay Schemes

3. OBLIGATIONS OF THE PARTIES

The Parties to this Agreement shall:

- (a) Agree to adhere to Good Utility Practice as defined in the Tariff, including all applicable reliability criteria as observed in the region;
- (b) Determine methods and take appropriate actions to assure capability for delivery of power and energy at the points of receipt and delivery, and at additional or alternate points of receipt and delivery as established by the Parties;
- (c) Operate and maintain equipment necessary for interconnecting the Network Customer with the Transmission Provider's Transmission System including, but not limited to, remote terminal units, metering, communications equipment and relaying equipment. Each Party is expected to maintain their own equipment unless otherwise agreed to;
- (d) Transfer data as required to maintain reliability of the Transmission Provider's Transmission System;

- (e) Use software programs required for data links and constraint dispatching for operational needs;
- (f) Exchange data on forecasted loads and resources, and technical data necessary for planning and operation; and
- (g) Address other technical and operational considerations required for Tariff implementation, including scheduling protocols.

4. **DEFINITIONS**

Unless otherwise defined herein, capitalized terms refer to terms defined in the Tariff, Rate Schedules, or *Glossary of Terms Used in NERC Reliability Standards* in effect at the time.

- (a) “NERC” means North American Electric Reliability Corporation, or its successor.
- (b) “NWPP” means the Northwest Power Pool, or its successor.
- (c) “Operational Constraints” means limitations on the ability of the Transmission Provider’s Transmission System to operate due to any system emergency, loading condition, or maintenance outage on the Transmission Provider facilities, or on facilities of an interconnected utility, that makes it prudent to reduce Transmission Provider’s Transmission System loadings, whether or not all facilities are in service.
- (d) “WECC” means the Western Electricity Coordinating Council, or its successor.

5. **INTERCONNECTED FACILITY REQUIREMENTS¹**

(a) **Ownership**

- (1) Equipment and facilities owned by one Party and installed on the property of the other Party shall remain the property of the owner, except as noted in this Agreement.
- (2) A Party must identify its equipment and facilities installed on the other Party’s property. Identification of ownership must be made by affixing suitable markers with the owner’s name. The Parties may jointly prepare an itemized list of the aforementioned equipment and facilities.

¹ See Exhibits for additional customer-specific agreements or requirements.

- (3) Each Party agrees to be responsible for the cost of complying with all applicable Federal, State, and local environmental laws for its own equipment and facilities.

(b) **Safety Design**

The Transmission Provider requires clearance of equipment during maintenance, modification, and testing. In accordance with the Transmission Provider's Standards and Practices, facility interconnections between the Transmission Provider and the Network Customer are to be designed and constructed to allow clearance of equipment using isolation devices. Isolation devices must produce a visible air gap between the energized facilities and the equipment to be maintained, modified, or tested. Any operating procedures associated with this interconnection must comply with OSHA Standard 29 CFR 1910.269(m) and also the ANSI/IEEE National Electric Safety Code as amended or replaced from time to time.

(c) **Access**

- (1) Each Party grants permission, subject to site requirements, to the other to enter its property to perform operations, maintenance, meter reading, inspection, or removal of their respective equipment and facilities installed on the other Party's property.
- (2) If unescorted access is prohibited, the Parties shall allow escorted access during normal business hours. Unescorted access shall be facilitated through separate agreement.
- (3) Within the limitations of applicable law, in accessing equipment or facilities on the property of another, each Party is responsible for injury or damage to person or property from the intentional actions or negligent acts of its own employees and agents.

6. RESOURCE AND INTERCONNECTION PRINCIPLES AND REQUIREMENTS

(a) **Plan, Construct, Operate and Maintain Facilities**

The Network Customer shall plan, construct, operate and maintain its facilities and system that interconnect with the Transmission Provider's Transmission System in accordance with Good Utility Practice, including, but not limited to, all applicable requirements of (1) NERC, WECC, NWPP, and any other applicable reliability authority; and (2) the Transmission Provider's Standards and Practices.

(b) **System Protection**

The Parties acknowledge their obligations to respond to contingencies on the Transmission Provider's Transmission System and on systems directly and indirectly interconnected with the Transmission Provider's Transmission System, in accordance with the Transmission Provider's Tariff, Standards, and Practices. The Parties intend to meet this obligation by implementing

RAS or other relay schemes which may be identified in the attached Exhibit C.

7. CUSTOMER INFORMATION REQUIREMENT

Network Customer shall provide annually to the Transmission Provider, plans of any expansions of, or upgrades to, its owned generation or transmission facilities (lines, transformers, reactive equipment, load forecasts, etc.) for each of the subsequent ten years.

Requested information may include:

(a) Annual and Ongoing Data Coordination Requirements:

- (1) Annual updates of load and resource forecasts.
- (2) Any additional information required from the Network Customer as required by applicable reliability standards, or specified by the Transmission Provider's Tariff, Standards, and Practices.

(b) Annual Data Exchange Technical Data Details:

The Network Customer shall review, validate, and respond to the Transmission Provider's annual data exchange requests that are applicable to the Network Customer:

- (1) The Network Customer must respond on or before the reasonable deadlines set by the Transmission Provider.
- (2) Technical data requirements may include the following:
 - (A) Steady-State, Dynamics, Geomagnetic Induced Current (GIC), and Short Circuit data.
 - (B) One lines, facility ratings, facility rating methodology.
 - (C) Date of data validation, notification of latest version of files on record.
 - (D) Other information reasonably requested for modeling purposes.

8. POWER QUALITY

Requirements and information regarding Power Quality can be found in the Transmission Provider's Standards and Practices.

9. SERVICE INTERRUPTIONS

Outage Coordination

Parties must request and coordinate outages in accordance with the Tariff and the Transmission Provider's Standards and Practices.

10. EMERGENCY PLANNING AND OPERATION

- (a) The Transmission Provider shall be responsible for planning, coordinating, and implementing emergency operation (NERC EOP) schemes including Disturbance Reporting (EOP-4), System Restoration (EOP-5), Geomagnetic Disturbances (EOP-10), and the Emergency Operating Plan (EOP-11). There may be additional schemes that meet the NWPP, WECC, and applicable reliability authority planning objectives. If the Transmission Provider identifies reliability objectives beyond the NWPP, WECC, and applicable reliability authority planning objectives, they shall be communicated to the Network Customer.
- (b) **The Network Customer shall:**
 - (1) Participate in the development and implementation of Load Shedding programs for system security;
 - (2) Install and maintain the required Load Shedding relays, including under-frequency and under-voltage relays as reasonably determined by the Transmission Provider to meet compliance obligations, provided, that the Network Customer can instead request that the Transmission Provider install such relays on the Transmission Provider's facilities that serve the Network Customer; and
 - (3) Participate in system restoration planning.
- (c) Additional information regarding Emergency Planning and Operation can be found in the Transmission Provider's Standards and Practices.

11. METERING INFORMATION, COSTS, AND REQUIREMENTS

- (a) The Network Customer shall review information and follow requirements related to metering found in the Transmission Provider's Standards and Practices.
- (b) **Metering of Existing Facilities:**

The Transmission Provider shall be responsible for costs of all Transmission Provider-required new meter installation or meter replacements at a Network Customer facilities existing on the Effective Date of this Agreement. The Network Customer may assume this responsibility by mutual agreement of the Parties.

The Network Customer shall be responsible for the costs of:

- (1) Any meter replacement or new installation at points of delivery which are not required to achieve the best overall plan of service (convenience points of delivery as defined in the Transmission Provider's Standards and Practices);

- (2) Any meters needed because the Network Customer changes Balancing Authorities or is displacing transmission from the Transmission Provider;
 - (3) Any meters requested by the Network Customer; and
 - (4) The supporting equipment to the metering system associated with supplying the Transmission Provider funded meter, including, but not limited to the instrument transformers for voltage potential and current flow (potential transformers and current transformers) and associated interconnected cabling, terminal blocks, and switches.
- (c) Network Customer is required to notify the Transmission Provider if there are any changes to the supporting equipment to the metering system (instrument transformers specifically), or to any meter the customer has assumed responsibility for, that may affect the meter readings in any way prior to installing the new components so that updated billing arrangements can be implemented.
- (d) **Metering of New Network Customer Facilities:**
The Transmission Provider shall be responsible for costs associated with installation of Transmission Provider-approved metering at new facilities established after the Effective Date of this Agreement that are connected to the Transmission Provider's Transmission System.

The Network Customer shall be responsible for the costs of the Transmission Provider approved metering for:

- (1) All points of resource integration;
- (2) All Automatic Generation Control (AGC) interchange points; and
- (3) All other points of electrical interconnection, including convenience points of delivery.

12. COMMUNICATIONS

Requirements and information regarding communications can be found in the Transmission Provider's Standards and Practices.

13. NETWORK OPERATING COMMITTEE

(a) **Membership**

The Network Operating Committee shall be composed of at least one representative from each participating Network Customer and the Transmission Provider or their designated agents.

- (b) **Responsibilities**
The Network Operating Committee shall meet at least once per year to coordinate operating criteria and other technical considerations required for implementation of Network Integration Transmission Service under Part 3 of the Tariff.

14. STANDARD PROVISIONS

- (a) **Notices**
Notices or requests made by either Party regarding these provisions shall be made to the representative of the other Party as indicated in the Service Agreement.
- (b) **Administration of the Provisions**
The Tariff and Service Agreement, as they are amended from time to time, are incorporated herein and made a part hereof, and are to be read together with this Agreement to determine the rights of the Parties. In the event of any irreconcilable differences between the Tariff and this Agreement, the language of the Tariff shall govern.
- (c) **Amendments**
Except where this Agreement explicitly allows one Party to unilaterally amend a provision or revise an exhibit, no amendment or exhibit revision to this Agreement shall be of any force or effect unless set forth in a written instrument signed by authorized representatives of each Party.
- (d) **Assignment**
This Agreement is binding on any successors and assigns of the Parties. Neither Party may otherwise transfer or assign this Agreement, in whole or in part, without the other Party's written consent. Such consent shall not be unreasonably withheld.
- (e) **Dispute Resolution**
Disputes arising under this Agreement are subject to the dispute resolution procedures set forth in the Tariff.
- (f) **Entire Agreement**
This Agreement, including documents expressly incorporated by reference, constitutes the entire agreement between the Parties. It supersedes all previous communications, representations, or contracts, either written or oral, which purport to describe or embody the subject matter of this Agreement.
- (g) **Freedom of Information Act (FOIA)**
The Transmission Provider may release information provided by the Network Customer to comply with FOIA or if required by any other Federal law or court order. Prior to releasing any such information, the Transmission Provider shall follow its then applicable procedures for notifying Parties that their information is subject to a FOIA request. For information that the

Network Customer designates in writing as proprietary or marks as Critical Energy/Electric Infrastructure Information (CEII) according to applicable rules and regulations, the Transmission Provider will limit the use and dissemination of that information within the Transmission Provider to employees who need the information for purposes of this Agreement.

(h) **Governing Law**

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

(i) **No Third Party Beneficiaries**

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

(j) **Section Headings**

Section headings and subheadings appearing in this Agreement are inserted for convenience only and are not to be construed as interpretations of text.

(k) **Uncontrollable Forces**

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

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

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

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

If an Uncontrollable Force prevents a Party from performing any of its obligations under this Agreement, such Party shall: (1) immediately

notify the other Party of such Uncontrollable Force by any means practicable and confirm such notice in writing as soon as reasonably practicable; (2) use its best efforts to mitigate the effects of such Uncontrollable Force, remedy its inability to perform, and resume full performance of its obligation hereunder as soon as reasonably practicable; (3) keep the other Party apprised of such efforts on an ongoing basis; and (4) provide written notice of the resumption of performance. Written notices sent under this section shall be made as indicated in the Service Agreement.

(l) **Waivers**

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

15. SIGNATURES

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

CITY OF BONNERS FERRY

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

By: _____

By: **ADELLE HARRIS** Digitally signed by ADELLE HARRIS
Date: 2021.01.08 09:30:05 -08'00'

Title: _____

Title: Transmission Account Executive

If opting out of the electronic signature:

By: _____

Name: _____
(Print / Type)

Title: _____

Date: _____

**EXHIBIT A
RELATED AGREEMENTS**

This Exhibit A identifies agreements between the Parties which may contain additional obligations related to this Network Operating Agreement. Agreements identified in this exhibit are for reference only.

Table 1 Related Agreements

Related Agreement	Contract No.
Network Integration Transmission Service (NT) Agreement	01TX-10411
Temporary & Emergency Operations Agreement	09TX-14475

EXHIBIT B
OTHER OPERATIONAL OR TECHNICAL REQUIREMENTS

This Exhibit B identifies additional requirements and obligations that may be unique to the Network Customer.

Operational and Technical Requirements

DSO 310 - Operation of Kalispel Area System

EXHIBIT C
REMEDIAL ACTION SCHEMES AND RELAY SCHEMES

This Exhibit C identifies RAS and Relay Schemes that the Network Customer participates in.

Exhibit C, RAS and Relay Schemes, is not applicable at this time because Network Customer is not included in a Transmission Provider RAS or Relay Scheme.

Transmission Provider will provide written notice to Network Customer of any future RAS or Relay Scheme requirements as system conditions warrant, and Network Customer will comply with those requirements.

**EXHIBIT C, REVISION NO. 1
NETWORK OPERATING AGREEMENT**

This Exhibit C, Revision No. 1 (Revision) replaces Exhibit C in its entirety and updates Exhibit C to "not applicable at this time. Network Operating requirements are identified in Network Operating Agreement No. 20TX-17009.

This Exhibit C is not applicable at this time.

SIGNATURES

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

CITY OF BONNERS FERRY

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

By: _____

By: **ADELLE
HARRIS** Digitally signed by ADELLE HARRIS
Date: 2021.01.08 09:31:18 -08'00'

Title: _____

Title: Transmission Account Executive

If opting out of the electronic signature:

By: _____

Name: _____
(Print / Type)

Title: _____

Date: _____

ON-CALL/TASK ORDER AGREEMENT

BETWEEN

FINANCIAL CONSULTING SOLUTIONS GROUP, INC.

Redmond Town Center
7525 – 166th Ave. NE, Suite D-215
Redmond, Washington 98052

AND

CITY OF BONNERS FERRY

7232 Main Street
Bonners Ferry, ID 83805

PROFESSIONAL SERVICES: Financial Consulting Services - On-call/Task Order Agreement.

THIS AGREEMENT combines all understandings between the Parties regarding professional services for the Professional Services named above and supersedes all prior proposals, quotations, solicitations, negotiations, representations, agreements or understandings, whether written or oral.

The performance of the professional services described herein and authorized from time to time by the **City of Bonners Ferry**, as well as payment for such services, shall be in accordance with the terms and conditions presented in this On-Call/Task Order Agreement and the following Sections and Exhibits which are attached and incorporated by reference which, taken together, shall constitute the whole Agreement.

- Section I - Relationship of the Parties**
- Section II - Contract Provisions**
- Exhibit A - Calendar Year Standard Fee Schedule**

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this _____ day of _____, 20__.

APPROVED:

FINANCIAL CONSULTING SOLUTIONS GROUP, INC.

APPROVED:

CITY OF BONNERS FERRY

Angie Sanchez Virnoche
Vice President

Date: _____

Name: James R. Staples
Title: Mayor

Date: _____

ATTEST:

Name: Christine McNair
Title: Clerk/Treasurer

SECTION I: RELATIONSHIP OF THE PARTIES

The City of Bonners Ferry ("Client"), desires to retain a qualified professional consulting firm for on-call, task order specific services related to Financial Consulting Services ("Consulting Services"). In furtherance of this objective, the Client hereby contracts with **Financial Consulting Solutions Group, Inc.** ("FCS GROUP") to perform the professional consulting services, the Client may request from time to time through Task Order addendum mutually agreed upon in writing. All services shall be performed under the joint supervision of the Client's Representative, **Mike Klaus, City Engineer**, or a designee or designees identified in writing to FCS GROUP by the Client's Representative.

This Agreement shall inure to the benefit of and be binding upon successors, assigns, and legal representatives of each of the Parties hereto. Any assignment or transfer of an interest in this Agreement by either Party without the written consent of the other shall be void.

SECTION II: CONTRACT PROVISIONS

1. Scope of Work: FCS GROUP shall perform the service for the Client as defined in each Task Order addendum added to this Agreement.

2. Time for Completion: The Scope of Work for each Task Order as set forth above is anticipated to be completed by FCS GROUP within a mutually agreed upon time frame.

FCS GROUP agrees to perform the work described in each Task Order according to the approved schedule and interim timelines. Any delays shall be agreed upon by FCS GROUP and Client prior to agreed upon due dates. Changes in the schedule caused by Client delays may require additional compensation and a change order.

If FCS GROUP is delayed in the performance of services by conditions which are beyond their control, or by a change in the scope of work defined by a Task Order, the schedule may be revised. Any revision thereto shall be submitted in writing to the Client for review and approval by the Client Representative. If FCS GROUP's services are temporarily suspended by the Client in the interest of the Assigned Task Order and with written notice to FCS GROUP, and the suspensions last longer than 90 consecutive days, FCS GROUP shall be compensated for any additional labor and direct expenses incurred due to the interruption and resumption of services.

3. Payment: FCS GROUP will be paid by the Client on a time and materials basis as outlined in accordance with the standard calendar year billing rates attached hereto as Exhibit A, and as updated for each subsequent calendar year. FCS GROUP agrees to perform the level of services as set forth in each Task Order Addendum at a total fee and expense cost not to exceed the agreed upon Task Order budget unless a budget adjustment is approved in writing approval by the Client.

Payment to FCS GROUP for services set forth in each Task Order Addendum shall be an amount equal to FCS GROUP's standard billing rates as set forth in Exhibit A for the calendar year multiplied by the actual hours worked. Should any unforeseen delays in said work, not caused by FCS GROUP, and/or any requested amendments to the original Task Order scope of services, cause this contract to extend more than 90 days past the original contracted schedule date, any work and/or amendments to the work shall be billed at the standard billing rates in effect for the period of time the work is being performed. If said change in billing rates will cause the Task Order fees and out-of-pocket expenses to exceed the amount stated in the preceding paragraph, a Task change order will be prepared and signed by both parties.

Direct expenses will not be charged except as identified in Exhibit A. Payment shall be made monthly within 30 days of Client receipt and approval of FCS GROUP's invoice.

4. Supplemental Task Order Addendum: Supplemental Task Order Addendum may be entered into upon mutual written agreement that would increase or decrease the scope and associated costs and payment.

5. Work to be Accomplished: All work accomplished will be performed under the direction of the Client Representative or his/her Designee.

6. Termination: This Agreement may be terminated by the Client by giving FCS GROUP written notice of such termination no fewer than fifteen (15) days in advance of the effective date of said termination. FCS GROUP shall be entitled to terminate this Agreement only in the case of a material breach by the Client, and upon failure of the Client to remedy said breach within fifteen (15) days of said notice. In the event that the Agreement is terminated before completion, FCS GROUP shall be paid for the services to date on the basis set forth in Paragraph 3, plus 10% of the total compensation earned to time of termination to compensate for FCS GROUP's rescheduling adjustments, reassignment of personnel, and related costs incurred due to termination. The Client shall notify FCS of termination or abandonment in writing.

7. Indemnity: FCS GROUP shall comply with all Federal Government, State and local laws and ordinances applicable to the work to be done under this Agreement.

FCS GROUP hereby agrees to hold the Client harmless from and shall process and defend at its own expense, specific claims, demands or suits at law or equity, arising from FCS GROUP's negligent performance of the provisions of this Contract Agreement; provided that if the Client and FCS GROUP are concurrently negligent, FCS GROUP shall be required to indemnify and defend only in proportion to negligence of FCS GROUP. These indemnity provisions shall not require FCS GROUP to defend or indemnify the Client against any action based solely on the alleged negligence of the Client.

8. All Work Produced is Joint Property of FCS GROUP and the Client: The materials, computer programs, reports, calculations, analyses, etc., generated by FCS GROUP under this Contract Agreement including documentation shall be the joint property of the Client and FCS GROUP. FCS GROUP may retain copies thereof for work paper documentation and their own use unless specifically restricted in writing by the Client as to use.

Computer models use generally available software, such as Microsoft® Excel, and FCS GROUP does not intend or imply any warranty of those software programs.

9. Intended Use and Users of the Work Product: The work products provided under this Agreement are intended for the use of the Clients for the purposes described in the Scope of Services of each Task Order. No other users or uses are intended or implied. FCS GROUP is not a Municipal Advisor as defined by the US Securities and Exchange Commission ("SEC") and the Municipal Securities Rulemaking Board ("MSRB"). Clients will not represent the work products provided under this Agreement as Municipal Advice within the legal definitions represented by the SEC and the MSRB.

The information used in developing the forecast assumptions may be derived from published information and other sources FCS GROUP considers appropriate. However, FCS GROUP cannot assume responsibility for the accuracy of such material. Moreover, forecasts are subject to many uncertainties as to the future; therefore, FCS GROUP cannot represent that the projected economic and financial results will be representative of the results that actually occur. FCS GROUP will endeavor to include appropriate comments drawing the readers' attention to these matters and as appropriate to the scope of each Task Order.

10. Integrated Agreement: This Agreement together with attachments and referenced addendum represents the entire and integrated agreement between the Client and FCS GROUP supersedes all prior negotiations, representations, or agreements written or oral. This Agreement may be amended by written instrument signed by both the Client and FCS GROUP.

11. Independent Contractor: The parties intend that an independent Contractor/Client relationship will be created by this agreement. No agent, employee, or representative of FCS GROUP shall be deemed to be an agent, employee, or representative of the Client for any purpose. FCS GROUP shall be solely responsible for all acts of its agents, employees, representatives, and subcontractors during the performance of this Agreement.

12. Equal Opportunity: FCS GROUP is committed to the principles of providing equal employment opportunities for all employees. The performance and diversity of our employees will help us meet the challenges of the present and the future in serving our clients. This policy statement is a reaffirmation of our long-standing commitment to provide equal opportunity on the basis of individual merit and personal qualifications to employees and applicants for employment without regard to race, color, religious creed, sex, sexual orientation or preference, gender identity, genetic characteristics or information of employee or family, age, national origin, ancestry, marital status, citizenship, the presence of sensory, mental, or physical disability, pregnancy/childbirth or related condition, medical condition, membership in the military service, veteran's status, political ideology or any other basis protected by applicable federal, state, or local laws.

13. Notices: Notices to the Client shall be sent to the following address:

City of Bonners Ferry
Attention: Mike Klaus, City Engineer
7232 Main St.
Bonners Ferry, WA 83805
208.2670357
mklaus@bonnersferry.id.gov

Notices to FCS GROUP shall be sent to the following address:

Financial Consulting Solutions Group, Inc.
Attention: Angie Sanchez Virnoche, Vice President
Redmond Town Center
7525 – 166th Ave. NE, Suite D-215
Redmond, Washington 98052
425.336.4157
angies@fcsgroup.com

EXHIBIT A: CALENDAR YEAR 2021 STANDARD FEE SCHEDULE**LABOR¹**

<u>POSITION/TITLE</u>		<u>BILLING RATE</u>
Principals	Standard Rate	\$270
Senior Project Manager	Standard Rate	\$205 - \$220
Project Manager III	Standard Rate	\$195
Project Manager II	Standard Rate	\$185
Project Manager I	Standard Rate	\$175
Project Consultant	Standard Rate	\$165
Senior Analyst	Standard Rate	\$145
Analyst	Standard Rate	\$135

Administrative and Technical Support

Public Relations		\$155
Technical Writer/Graphic Artist		\$130
Administrative Support		\$ 90

DIRECT EXPENSES

Major direct expenses, such as travel, mileage, and lodging, will be charged at cost. Other expenses will not be directly charged unless by mutual agreement of the client and FCS GROUP and specific terms will be established in advance prior to expenditure and billing.

SUBCONSULTANTS

When applicable, subconsultants will be charged at invoiced cost plus 10%.

¹ *Litigation rates are 150% of standard hourly rates for services in support of litigation, settlement negotiations, arbitration and/or mediation processes.*

Task Order No. 1

Project Name: Idaho Forest Group (IFC) True-Up Assistance

The City of Bonners Ferry ("Client") hereby requests and authorizes FCS Group ("FCS GROUP") to provide the professional services and described below.

A. PROJECT DESCRIPTION

- ✓ Provide third party QC to the IFC annual true-up.
- ✓ City to provide internally developed true-up and source documentation.
- ✓ FCS GROUP to review the internally developed true-up for accuracy – may require time to review backup information on the rate components reviewed.
- ✓ Email communication regarding review findings to City.
- ✓ Allowing for up to one hour of questions on review and/or second QC if items identified for correction.

B. PRICING

Estimated time to complete task: not to exceed \$2,500.

C. SCHEDULE OF DELIVERABLES

The parties expect the services under Task Order No. 1 to be completed by February 12, 2021.

The scope and services covered under this authorization shall be performed in accordance with all the terms and conditions in the On-call/Task Order Agreement dated _____, 20__ which is incorporated herein by reference.

APPROVED:

**FINANCIAL CONSULTING
SOLUTIONS GROUP, INC.**

APPROVED:

CITY OF BONNERS FERRY

Angie Sanchez Virnoche
Vice President/Principal

Date: _____

Name: James R. Staples
Title: Mayor

Date: _____



CITY OF BONNERS FERRY

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

TO: Mayor and City Council

FROM: Lisa Ailport, City Administrator

DATE: January 13, 2021

RE: **City Brand**

The attached versions of the brand are nearing final completion. Dan Seward and myself are excited to learn how Council feels about the final draft. With feedback from Council staff will work with Vigilante Studios to make any last suggested edits before receiving the final deliverable.

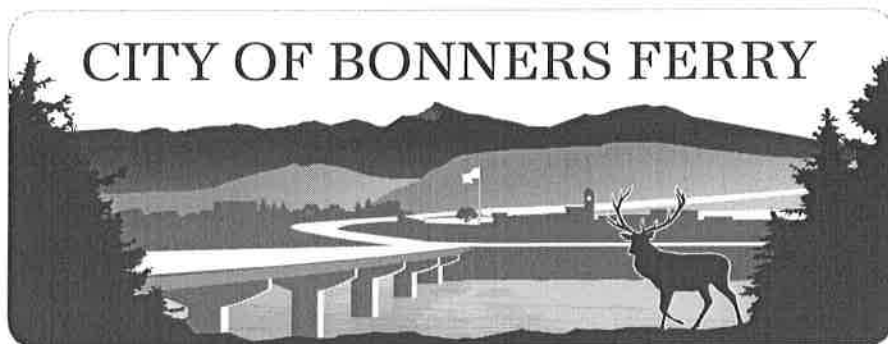
Please let me know if you have any questions.

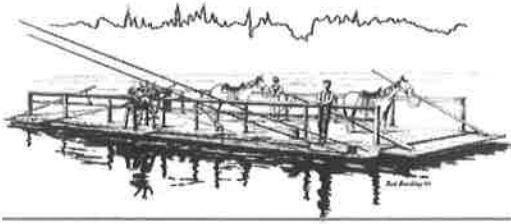
Thank you.

CITY OF BONNERS FERRY



CITY OF BONNERS FERRY





CITY OF BONNERS FERRY

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

TO: Mayor and City Council

FROM: Lisa Ailport, City Administrator

DATE: January 13, 2021

RE: **Kubota Tractor Purchase- Streets Department**

The attached quote is provided to us by Boundary Tractor to purchase a Kubota LX2610 HSDC model compact tractor.

The quote includes the following:

- LX2610 HSDC with factory cab, in cab air and heat, turf tires and rear chains
- 51" Commercial snowblower with hydraulic rotatable chute and deflector
- 63" Front broom



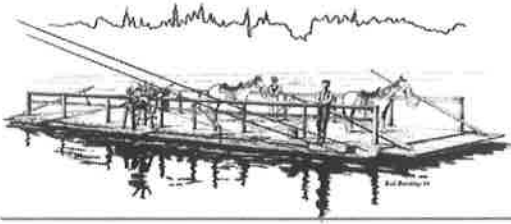
Total cost of purchase is \$33,870.00

The primary purpose of the purchase is to maintain the newly constructed sidewalks along Highway 95 and along our city streets. I recommend authorizing the expenditure.

FISCAL IMPACT STATEMENT:

The purchase will use general fund contingency dollars to pay for the equipment. This equipment is necessary and required for us to fulfill our contractual obligations with the state for the maintenance of the public facilities along highway 95. We anticipate this same equipment will be used on all portions of our maintenance agreement with the Idaho Transportation Department.

Please let me know if you have any questions.



CITY OF BONNERS FERRY

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

TO: Mayor and City Council

FROM: Lisa Ailport, City Administrator

DATE: January 13, 2021

RE: **Innovate Contracting Services**

The attached Master Service Agreement with Innovate, is presented to Council for consideration along with two initial task orders. It is my recommendation that Innovate be consulted with to review and provide guidance on our mapping needs for the indeterminant future.

Innovate's regional lead project manager and staff live in Northern Idaho, from Coeur d'Alene to Bonners Ferry. If, for whatever reason, we need hands on assistance we will have access to local competent staff. Should a particular circumstance arise which requires more knowledge, Innovate's depth in mapping services is far reaching with employees across the county who can assist.

I have full confidence in the local lead project manager, Dan Spinosa, as he is a former co-worker as well as the first director of GIS services for Bonner County. Under his leadership, I am confident our mapping needs will be addressed in a pragmatic and efficient way.

The attached MSA and tasks define the objectives and deliverables the city will receive as part of the contract.

The first task, if approved, will be to provide "As-Directed, As Needed" Mapping services. This includes zone map amendments, review of legal descriptions and any exhibits for city files and records. Innovate has placed a cap on this task at \$9,000.00. Which means we would be back to discuss with Council should additional funding be needed.

The second task authorizes Innovate to review and make recommendations on our existing GIS files, including those produced in the past 3 years. Recommendations from this task will be used to develop a path forward for our future mapping needs. I expect that a deliverable from this task would include a plan for mapping based on our desired outcomes. This task is also capped at \$9,000.00.

Based on the above tasks and included MSA, I would recommend that Council authorize the Mayor to sign the contracts with Innovate, so that the City's mapping needs can be addressed immediately.

WORK ORDER
Pursuant to
Master Service Agreement

ISSUED BY: City of Bonners Ferry 7232 Main Street PO Box 149 Bonners Ferry, Idaho 83805	CONTRACTOR: Innovate! Inc. 6189 Cobbs Road Alexandria, VA 22310
EFFECTIVE DATE: January 20th 2021	PERIOD OF PERFORMANCE: 01/01/2021-12/31/2021
Work Order Not-To-Exceed Ceiling Value: \$9,000	WORK ORDER CONTRACT TYPE: Time and Materials

This **Work Order** (“**WO**”), by and between, City of Bonners Ferry, Idaho and Innovate! Inc. (“**Contractor**” or “**Innovate!**”) is entered under and pursuant to the **Master Service Agreement** between the parties dated January 20, 2021 (the “**MSA**”) and is subject to all the terms and conditions of that Contract and provision 2.0 of this **WO**.

1.0 Work Order Number & Title: WO001 – Mapping and GIS Support

2.0 Incorporated Documents

The documents listed below are hereby incorporated by reference. In the event of an inconsistency or conflict between or among the provisions of this **WO**, the inconsistency shall be resolved by giving precedence in the following order:

- WO001 – Mapping and GIS Support
- Master Service Agreement
- Any Referenced Specifications

3.0 Work Order Authorized Representatives

The following authorized representatives are hereby designated for this WO:

Technical	Contractual
(1) City Rep	(2) City Rep
(2) Dan Spinosa, Innovate!	(2) Frank Roberts, Innovate!

City of Bonners Ferry, Idaho indicates issuance of this Work Order and Innovate! indicates acceptance of the Work Order by the signatures of their authorized agents below.

City of Bonners Ferry, Idaho

Innovate! Inc.

By:

By:

Name:

Name: Lily Thomas

Title:

Title: President

Date:

Date:

Attachment A: Scope of Work

Innovate will provide general GIS support including but not limited to:

- Review of existing mapping systems. Provide assistance with utilizing existing mapping and data storage systems and data integration and analysis tasks.
- Develop custom maps for various City functions. Examples include Planning and Zoning exhibits, radius maps, and basic interactive maps for analysis and decision making.
- Assist with zoning map and comprehensive plan map amendments.

Requests for support should receive a first response by the following business day and could include an estimated time for coordinating support. Work will be performed remotely with occasional onsite visits when necessary.

The Contractor will use a combination of staff to accomplish project tasks in the most efficient and economical way possible to support GIS functions for the City of Bonners Ferry. See **Attachment B** for the rate schedule.

Attachment B: Rate Schedule

Table 1. Commercial Rate Schedule

Labor Category	Hourly Rate
Sr. IT Analyst	\$144.61
Emerging Technology Expert	\$118.25
Applications Programmer	\$109.02
Journeyman IT Analyst	\$100.89
IT Analyst II	\$87.26
IT Analyst I	\$58.21
Technician	\$49.53

CONTRACT AGREEMENT

THIS AGREEMENT is made and entered into as of this 19th day of January, 2021 (the "Effective Date"), by, the City of Bonners Ferry, Idaho, (hereinafter referred to as "Customer") with its principal place of business located at 7232 Main Street, Bonners Ferry, Idaho 83805 and Innovate! Inc. (Contractor), with its principal place of business located at 6189 Cobbs Road, Alexandria, Virginia 22310-1626. In consideration of the mutual promises and covenants contained herein, these parties agree as follows:

1. The Agreement.

This Agreement is to establish the terms upon which the Contractor shall furnish labor, materials, equipment, and services as described in each task order awarded under this agreement. Contractor agrees that this Agreement and all attachments incorporated herein shall constitute the complete agreement between the parties hereto and be subject to change only by an instrument in writing prepared and signed by Customer and accepted by Contractor. Contractor shall perform such services using due diligence, best efforts and commercially reasonable judgment.

2. Recitals.

The Customer wishes to contract with the Contractor who possesses the skills and expertise to successfully complete tasks requested. The foregoing recitals are hereby incorporated into and made an integral part of this Contract.

3. Statement of Work.

The Contractor shall furnish the labor, materials, equipment and services to perform the work described in task orders awarded under this Agreement ("the Work"). The Work shall be performed in accordance with, and the rights and obligations of the parties shall be governed by, the additional terms and conditions set forth herein, which terms and conditions together with all Work described in each task order awarded in these agreements are incorporated herein by reference. The Contractor shall perform the required work in accordance with each task orders awarded under this agreement in the most expeditious and professional manner possible.

4. Authorized Representatives.

Authorized representatives for this Subcontract Agreement as follow:

Customer's Contract Representative		Customer's Technical Representative	
Name:	Lisa Ailport	Name:	Brian Errett
Phone:	208-267-3105	Phone:	208-267-3105
Email:	lailport@bonnersferry.id.gov	Email:	itmanager@bonnersferry.id.gov

Innovate!'s Contract Representative		Innovate!'s Technical Representative	
Name:	Frank Roberts	Name:	Dan Spinosa
Phone:	(208) 699-2712	Phone:	(208) 290-4124
Email:	froberts@innovateteam.com	Email:	dspinosa@innovateteam.com

5. **Location of Work and Representations.**

All Work under this Agreement shall be performed at such place or places as shall be designated in any work described in *each task order* of this Agreement and at such other place or places as may be required for the performance hereof.

6. **Period of Performance.**

Time is of the essence and the Contractor shall diligently pursue the performance of the Work undertaken at the time this contract is fully executed. This agreement is valid from the date of execution for one year afterwards. This agreement can be extended with a bi-lateral modification.

7. **Contract Type and Payment.**

This is a Time and Material Agreement. The Contractor will provide the appropriately skilled personnel to perform the Work described in each task order and shall invoice the Customer according to the Rate Schedule presented in Attachment B of this Agreement. The rate schedule will be updated every 12 months and incorporated into the Agreement through a bilateral modification.

The Contractor shall be reimbursed for travel and other direct costs (ODCs) on an actual cost basis following the Generally Accepted Accounting Principles (GAAP) applied consistently. The Contractor will work closely with the Customer to ensure that such costs are minimized, and all travel expenses approved by the Customer.

The Contractor shall be reimbursed for General and Administrative (G&A) costs on travel and ODCs at a rate of five (5) percent. The Contractor shall be reimbursed for local travel by automobile. The Contractor shall submit documentation for reimbursement of any travel or other direct cost exceeding \$25. The Contractor will invoice the Customer monthly.

Each invoice submitted by the Contractor shall identify the Agreement under which the Contractor has performed the Work. Customer shall pay the Contractor for each invoice within thirty (30) days of Customer's receipt of Contractor's invoice sent to the following address:

City of Bonners Ferry
Attention: Accounts Receivable
PO Box 149, Bonners Ferry, Idaho 83805
Email: lailport@bonnersferry.id.gov

8. **Form of Payment**

ACH is the preferred form of payment. The Contractor will not accept credit card payments. A penalty of \$500 will be applied to any payments returned due to non-sufficient funds (e.g: bounced check).

9. **Late Payment.**

The Customer will communicate to the Contractor as early possible that a payment will be delayed past 45 days. A 1.5% fee per month will be applied to unpaid balance exceeding 45 days.

10. **Independent Contractor.**

The Contractor shall act solely as an independent Contractor in performing Work, and nothing

herein shall at any time be construed to create the relationship of employer and employee, partnership or joint venture between the Customer and the Contractor or the Customer's and the Contractor's officers, directors, employees or agents. Contractor and its employees shall have no right or authority to act for the Customer and shall not attempt to enter into any contract, commitment, or agreement, or incur any debt or liability, of any nature, in the name of or on behalf of the Customer.

11. Cancellation.

The Customer or the Contractor may cancel this Agreement, or the Work described in task orders awarded under his Agreement at any time with a fifteen (15) day notice and pay the agreed upon price for the proportionate part of the work performed.

12. Work Rules and Laws.

The Contractor shall comply with all applicable Federal, State and local laws applicable for the Work and shall obtain and pay for all permits, bonds, licenses or fees applicable to such Work by the Contractor.

13. Changes.

The Customer may at any time, by written order, make changes to the Work described in awarded task order(s) of this Agreement. Suppose any such change causes an increase in the cost or the time required for the performance of any part of the Work under this Agreement. In that case, the Customer and Contractor shall negotiate an equitable adjustment in the Rate Schedule, funding level, and delivery schedule, and shall modify the Agreement by a written instrument executed by both parties. Failure to agree to any adjustment shall be a dispute under the Arbitration article.

14. Assignment.

The Contractor agrees not to assign this Contract or any amounts due or to become due and not to subcontract the whole or any portion of this Agreement without the prior written consent of the Customer.

15. Liability.

The Contractor agrees to hold harmless and indemnify, to the extent allowed by law, the Customer from and against any and all actions or causes of actions, including but not limited to, any and all costs, expenses, legal fees, and liabilities incurred for property damage or destruction, any violation of governmental laws, regulations, or orders, or personal injuries or death caused in whole or in part by either (I) Contractor's breach of any term or provision of this agreement; or (II) from the negligent or willful act or omission of Contractor and its employees.

The Customer agrees to hold harmless and indemnify, to the extent allowed by law, Contractor from and against any and all actions or causes of actions, including but not limited to, any and all costs, expenses, legal fees, and liabilities incurred for property damage or destruction, any violation of governmental laws, regulations, or orders, or personal injuries or death caused in whole or in part by either (I) Customer's breach of any term or provision of this agreement; or (11) from the negligent or willful act or omission of Customer and its employees.

In no event shall either party be liable for any incidental, special or consequential damages whatsoever (including but not limited to lost profits or interruption of business) arising out of or related to the services provided under this Agreement, even if advised of the possibility of

such damages. The total liability of either the Contractor or the Customer shall be capped at the insurance policy and coverage of each party's insurance policy.

16. Successors and Assigns.

Each of the parties hereto hereby binds itself, its partners, successors, assigns and legal representatives to the other party and its partners, successors, assigns or legal representatives.

17. Effect of Agreement.

This Agreement and Attachment A represents the entire and complete agreement between the parties and supersedes all prior agreements between them, whether written or oral, and may be amended only by a written instrument modifying this Agreement and executed by both parties.

18. Confidentiality.

"Confidential Information" means all information disclosed by one party to the other party relating to the disclosing party's business or affairs, including without limitation, information that relates to hardware, software, computer peripherals, designs, product specifications and plans, databases, technical plans, forecasts, operating results, costs, prices, marketing plans, business opportunities and strategies, financial information, training procedures, pricing, strategic alliances and partners, personnel information, research, development, know-how, trade secrets, the identity of potential and actual customers, and suppliers and all documentation related thereto provided by one party to the other.

Confidential Information shall not include any information (i) previously known to either party without an obligation of confidentiality; (ii) that has been, or which becomes publicly known, through no wrongful act of either party; or (iii) which is received from a third party who is not under an obligation of confidence. Each party acknowledges that it may acquire Confidential Information of the disclosing party.

For the term of this Agreement and for five (5) years thereafter, the receiving party agrees (i) to hold all Confidential Information of the disclosing party in strict confidence in the same manner and with at least the same level of protection as the receiving party maintains its own proprietary and Confidential Information; (ii) to use the Confidential Information of the disclosing party solely to perform its obligations under this Agreement; (iii) to make the Confidential Information of the disclosing party available only to the receiving party's employees who have a need to know such information for purposes of performing the receiving party's obligations or exercising the receiving party's rights under this Agreement, and such employees shall have a legal obligation to the receiving party not to disclose such information to third parties and to use such information only for the purposes of this Agreement; and (iv) not to disclose the Confidential Information of the disclosing party to third parties without the prior written consent of the disclosing party.

These obligations of confidentiality will not apply to (a) disclosure or use as is otherwise necessary to perform this Agreement (but only on a confidential basis satisfactory to Customer), and (b) disclosure or use compelled by law.

19. Arbitration.

All claims, disputes and other matters in question between Customer and Contractor arising out of, or relating to, this Agreement or the breach thereof, shall be decided by arbitration in accordance with the Rules of the American Arbitration Association, unless the parties mutually

agree otherwise. The foregoing agreement to arbitrate and any other agreement to arbitrate with an additional person or persons duly consented to by the Customer and Contractor shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

Notice of the demand for arbitration shall be filed in writing with the other party and with the American Arbitration Association. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen and in no event shall it be made after the date when institutional, legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

20. Governing Law.

This Agreement and the rights, obligations and responsibilities of the parties hereunder shall be governed and construed in accordance with the laws of the Commonwealth of Virginia.

21. Contractor Intellectual property.

All copyrights, intellectual property, patents as well as source code developed or acquired by the Contractor inside of Customer billable hours will be sole and exclusive property of the Customer.

22. Non-Solicitation.

During the term of this Agreement and for one year thereafter, neither party shall solicit for employment any person employed by the other party and working under this Agreement. This paragraph shall not restrict in any way the right of either party to solicit or recruit generally in the media, and shall not prohibit either party from hiring an employee of the other who answers any advertisement or who otherwise voluntarily applies for hire without having been personally solicited by the hiring party.

23. Rights to Work Product.

Contractor agrees that all work performed by Contractor pursuant to this Agreement, including, without limitation, any ideas, concepts, expertise, programs, systems, methodologies, data, techniques, methods, processes, formula, improvements, inventions, discoveries, or other materials that Contractor develops or acquires pursuant to this Agreement (hereinafter, the "Work"), will be the sole and exclusive property of the Customer, in whatever stage of development or completion, and the Customer shall hold exclusive worldwide right, title, and interest in and to the Work. Contractor shall promptly disclose to the Customer all Work created by Contractor during the term of this Agreement.

With respect to any of the Work that is copyrightable, Contractor agrees that all such works will be prepared as "work-for-hire" within the meaning of the Copyright Act of 1976, as amended (the "Act"), of which the Customer will be the "author" within the meaning of the Act. In the event (and to the extent) that any of the Work, or any part or element of the Agreement, is found as a matter of law not to be a "work-for-hire" within the meaning of the Act, Contractor assigns to the Customer the sole and exclusive right, title and interest in and to all such work, and all copies of any of them, without further consideration, and agrees, to the extent reasonable under the circumstances, to cooperate with the Customer to assist in the registration, and from time to time to enforce, all current and future trademarks, patents and patent rights, moral rights, utility models, copyrights, trade secrets, and other rights and protections relating to such works in any and all countries.

To that end, Contractor agrees to execute and deliver all documents requested by the Customer in connection with the foregoing, and Contractor irrevocably designates and appoints the Customer as Contractor's agent and attorney-in-fact to act for and on Contractor's behalf to execute, register and file any such applications, and to do all other lawfully permitted acts to further the registration, protection and issuance of patents, copyrights or similar protections with the same legal force and effect as if executed by Contractor.

The Customer will reimburse the Contractor for all reasonable costs and expenses incurred by the Contractor pursuant to this paragraph. Prior approval by the Customer is required before any expenses are incurred by the Contractor.



IN WITNESS WHEREOF, the parties have caused this Agreement as of the day and year first shown above.

City of Bonners Ferry
CITY ADMINISTRATOR

INNOVATE! INC

BY:

BY:

NAME: James R. Staples

NAME: Lily Thomas

TITLE: Mayor

TITLE: President

DATE: 1/20/2021

DATE:

WORK ORDER
Pursuant to
Master Service Agreement

ISSUED BY: City of Bonners Ferry 7232 Main Street PO Box 149 Bonners Ferry, Idaho 83805	CONTRACTOR: Innovate! Inc. 6189 Cobbs Road Alexandria, VA 22310
EFFECTIVE DATE: January 20, 2021	PERIOD OF PERFORMANCE: 01/01/2021-12/31/2021
Work Order Not-To-Exceed Ceiling Value: \$9,000	WORK ORDER CONTRACT TYPE: Time and Materials

This **Work Order** (“WO”), by and between, City of Bonners Ferry, Idaho and Innovate! Inc. (“Contractor” or “Innovate!”) is entered under and pursuant to the **Master Service Agreement** between the parties dated January 20, 2021 (the “MSA”) and is subject to all the terms and conditions of that Contract and provision 2.0 of this WO .

1.0 Work Order Number & Title: WO002 – System Design 2021

2.0 Incorporated Documents

The documents listed below are hereby incorporated by reference. In the event of an inconsistency or conflict between or among the provisions of this WO, the inconsistency shall be resolved by giving precedence in the following order:

- WO002 – System Design 2021
- Master Service Agreement
- Any Referenced Specifications

3.0 Work Order Authorized Representatives

The following authorized representatives are hereby designated for this WO:

Technical	Contractual
(1) Brian Errett / Lisa Ailport	(1) Lisa Ailport
(2) Dan Spinosa, Innovate!	(2) Frank Roberts, Innovate!

City of Bonners Ferry, Idaho indicates issuance of this Work Order and Innovate! indicates acceptance of the Work Order by the signatures of their authorized agents below.

City of Bonners Ferry, Idaho

Innovate! Inc.

By:

By:

Name:

Name: Lily Thomas

Title:

Title: President

Date:

Date:

Attachment A: Scope of Work

Innovate will provide direction and support for developing a mapping program for the City. This will include at a minimum:

- Review of existing mapping programs, subscriptions, templates, and on-premise and cloud infrastructure (servers, computers, network, etc).
- Review existing mapping projects and workflows. Document current goals and pain-points and provide guidance on best practices.
- Work with the City team to develop a road map for future GIS and mapping efforts.
- Identify several high return-on-investment projects and create project plans that align with the GIS Road map and best practices developed in the previous steps.

Innovate recommends using a combination of onsite and virtual meetings to accomplish the above objectives.

The Contractor will use a combination of staff to accomplish project tasks in the most efficient and economical way possible to develop a plan for a robust and functional GIS for the City of Bonners Ferry. See Attachment B for the rate schedule.

Attachment B: Rate Schedule

Table 1. Commercial Rate Schedule

Labor Category	Hourly Rate
Sr. IT Analyst	\$144.61
Emerging Technology Expert	\$118.25
Applications Programmer	\$109.02
Journeyman IT Analyst	\$100.89
IT Analyst II	\$87.26
IT Analyst I	\$58.21
Technician	\$49.53



CITY OF BONNERS FERRY

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

TO: Mayor and City Council

FROM: Lisa Ailport, City Administrator

DATE: January 13, 2021

RE: Administratively Approved Contracts

Staff would like to start a conversation about whether council would support administratively approving certain contracts and spending limits and not requiring those to go to council for approval. Other cities in Idaho have provided their Administrative staff authorization to enter contracts with pre-approved spending limits or sideboards.

The intent behind this discussion is to strike a balance between efficiency and oversight. Staff recognizes and is very sensitive to the oversight that Council brings to contractual discussions and approval. Currently all contracts are brought to council for authorization of the Mayor to sign. However, many times our contracts are for services that are necessary and immediate. In some instances, our contracts do not require a financial obligation but rather are administrative, such as with our BPA contracts. Additionally, there are numerous contracts that are using allocated budgets, such as with our tree trimming services.

With clarity around this issue in the form of an adopted policy, staff would not be required to bring every contract to council for approval, rather only those that are stipulated in the policy. Adopting a policy will provide clear and understandable sideboards as to when authorization or approval is necessary by Council, thereby making city council meetings more concise and productive as well as city daily business.

At the January 19th meeting, staff is hoping to gain some direction with council on what interest there is in this type of approval and what initial sideboards would be best. I have sought feedback from other cities have approved for their staff and I am hopeful by Tuesday I will have more information to share with Council.

Thank you.