

## 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

Bonnors 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**  
**Bonnors Ferry City Hall**  
**7232 Main Street**  
**267-3105**  
**September 7, 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 HEARING

Fiscal year 2022 budget

### 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 August 17, 2021 Council meeting minutes
4. Electric – Consider authorizing the Mayor to sign the contract with Asplundh Tree Expert, LLC for tree trimming near electric lines (attachment)
5. Police – Consider authorizing the Mayor to sign the memorandum of understanding with the Boundary County School District for the School Resource Officer (attachment)
6. Police – Consider authorizing the Mayor to sign the contract with Second Chance Animal Adoption for fiscal year 2022 (attachment)
7. City – Consider authorizing the Mayor to sign the contract with Pass Word for one call services (attachment)
8. Electric – Consider authorizing the Mayor to sign Pay Request #3 for S & L Underground for the Moyie Dam Concrete Rehabilitation Project (attachment)

### OLD BUSINESS

### NEW BUSINESS

9. **City** – First Reading of Fiscal Year 2022 Appropriation Ordinance #599 by Title Only (attachment) {action item}
10. **City** – Suspend the Reading Rules and Adopt Fiscal Year 2022 Appropriation Ordinance #599 {action item}
11. **Police** – Consider the request for Electronic Tickets for the patrol vehicles (attachment) {action item}
12. **Electric** – Consider authorizing the Mayor to sign Change Order #1 for the Moyie Dam Concrete (attachment) {action item}
13. **Sewer** – Consider the request for the Lift Station #1 replacement (attachment) {action item}
14. **Planning** – Consider authorizing the Mayor to sign the contract with Reun-Yeager & Associates for planning services (attachment) {action item}
15. **City** – Consider the amended COVID Leave Policy (attachment) {action item}
16. **City** – Fee schedule workshop

### ADJOURNMENT

**MINUTES  
CITY COUNCIL MEETING  
Bonners Ferry City Hall  
7232 Main Street  
267-3105  
August 17, 2021  
6:00 pm**

Mayor Dick Staples called the Council meeting of August 17, 2021, to order at 6:00 pm. Present for the meeting were: Council Members Valerie Thompson Rick Alonzo and Ron Smith. Also, present were: City Engineer Mike Klaus, City Clerk/Treasurer Christine McNair, Economic Development Coordinator Dennis Weed and Police Chief Brian Zimmerman. Members of the public present were: Denise Crichton, Jerry Higgs, Dave Gray and David Clark.

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

**PLEDGE OF ALLEGIANCE**

**PUBLIC COMMENTS**

Dave Gray said there were 468 visitors in July to the museum from New Hampshire, Virginia, Idaho, Washington, Oregon, California, Montana, Alaska, Michigan, Minnesota, Utah, Delaware, Florida, Texas, Nevada, Arizona, Hawaii, Oklahoma, South Dakota, Colorado, Georgia, Ohio, New Mexico, Wisconsin, Kootenai Tribe of Idaho, Maryland, Indiana, Kansas, New Jersey, Arkansas. There are only 145 books (Small Town, Big Dreams) left.

David Clark asked about the IDEQ water quality money that may be available for water and sewer projects. He is hoping the public might be brought up to date about where we are with water in the City.

**REPORTS**

Valerie spoke regarding David Clark's comment. The City is waiting for more information regarding the ARPA funds to find out what is eligible for capital projects.

City Engineer Mike Klaus said the Garden Lane project is going well. Ron asked where the stop signs will be. Mike said he will look at the plans and let them know. The concrete preparation has been started. Ron asked where the paved path will be. Mike said the paved path will be by the soccer field. Ron asked about the trees by Garden Lane. Mike said the contractor flexed the pipe around the roots. The Moyie Hydro project is still in the demolition phase. Schedule C is complete and Schedule A is being worked on now. The west side of the spillway surface is being removed to an approximate depth of five inches. The concrete test samples came back extremely well. Myrtle Creek flow rate is about 1900 gallons per minute flow rate. The Dakota Street well provides 450 gallons per minute. The river pumps provide 950 gallons per minute. There will be work done on the intake at Myrtle Creek and the main source will then be the river pumps. Mike has looked into calcium treatment options for the Dakota Street well. Ron asked about another supply line from Myrtle Creek. Mike said he doesn't believe that is possible with the water right. Valerie asked about the overages on the Moyie Hydro project. Mike is working with another engineer to help reduce the overages.

Economic Development Coordinator Dennis Weed said the Canadian border is still closed. There are visitors coming from all over the United States. Ron asked if the old Harvest Foods building is going to be occupied. Dennis said the lease payment is cost prohibitive.

Urban Renewal District Dennis said the next meeting will be next Monday.

**CONSENT AGENDA – {action item}**

1. Call to Order/Roll Call
2. Approval of Bills and Payroll
3. Approval of the July 27, 2021 Special Council meeting minutes, August 3, 2021 Council meeting minutes
4. Treasurer's Report
5. Electric – Consider authorizing the Mayor to sign the contract with Palouse Power for wire installation for Phase 2 of the Highway 95 Project (attachment)

Rick Alonzo moved to approve the consent agenda. Ron Smith seconded the motion. The motion passed. Valerie Thompson – yes, Rick Alonzo – yes, Ron Smith – yes

## OLD BUSINESS

## NEW BUSINESS

6. **Golf** – Consider donating the green fees to the Friends of Mirror Lake from the Friends of Mirror Lake Tournament {action item}

Dave Anderson said the Friends of Mirror Lake (FOML) appreciates the generous offerings of the City. Dave mentioned several of the projects the FOML have completed at the golf course. The projects are completed at a fraction of the cost since Valerie Thompson moved to donate the green fees from the Friends of Mirror Lake Tournament to the Friends of Mirror Lake for continued investment in the golf course. Rick Alonzo seconded the motion. The motion passed. Valerie Thompson – yes, Rick Alonzo – yes, Ron Smith – yes

7. **Electric** – Consider match fund commitment for the Riverside Project (attachment) {action item}

Mike asked if there were any questions regarding the memo. Mayor Staples asked if the City will be reimbursed for our costs to move the poles. Mike said yes. Rick Alonzo moved to authorize the match fund commitment for the Riverside Project in the amount of \$36,700.00. Ron Smith seconded the motion. The motion passed. Valerie Thompson – yes, Rick Alonzo – yes, Ron Smith – yes

8. **Street** – Consider authorizing the Mayor to sign Change Order #1 for the Garden Lane Extension Project (attachment) {action item}

Mike said this change order is actually removing parts of the project. The overall deduction is \$11,684. Valerie Thompson moved to authorize the Mayor to sign Change Order #1 for the Garden Lane Extension Project. Rick Alonzo seconded the motion. The motion passed. Valerie Thompson – yes, Rick Alonzo – yes, Ron Smith – yes

9. **City** – Consider Proposed Budget for Fiscal Year 2022 and Authorize the Publication of Proposed Budget for Fiscal Year 2022 {action item}

Valerie Thompson moved to authorize the publication of the proposed budget for Fiscal Year 2022. Ron Smith seconded the motion. The motion passed. Valerie Thompson – yes, Rick Alonzo – yes, Ron Smith – yes

## ADJOURNMENT

The meeting adjourned at 6:35 pm.

## INDEPENDENT CONTRACTOR AGREEMENT

AGREEMENT made between the CITY OF BONNERS FERRY, a political subdivision of the state of Idaho, herein "ENTITY" and ASPLUNDH TREE EXPERT, LLC, herein "CONTRACTOR",

THE PARTIES AGREE AS FOLLOWS:

1. **CONTRACT:** ENTITY hereby employs CONTRACTOR as an independent contractor to complete and perform power line tree trimming system wide at the direction of the Electric Department.

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

2. **TIME OF PERFORMANCE AND TERMINATION:** Parties agree that CONTRACTOR shall complete the project by September 30, 2022.

3. **COMPENSATION:** ENTITY agrees to pay CONTRACTOR as per Attachment 1 in an amount not to exceed \$50,000 without prior approval by Council.

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 to the extent such is caused by the negligent 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. **CERTIFICATION CONCERNING BOYCOTT OF ISRAEL:** Pursuant to Idaho Code section 67-2346, if payments under the Contract exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.

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

12. **ATTORNEY FEES:** Reasonable attorney fees shall be awarded to the prevailing party in any action to enforce this Agreement or to declare forfeiture or termination of this Agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

ENTITY:

CITY OF BONNERS FERRY

By: \_\_\_\_\_  
James R. Staples, Mayor

ATTEST:

\_\_\_\_\_  
Christine McNair, Clerk

CONTRACTOR:

By: \_\_\_\_\_

Its: \_\_\_\_\_

WITNESS:

\_\_\_\_\_

# ASPLUNDH

## Bonnerrys Ferry Electric - Rate Sheet 2021

2021 Rates Effective January 1, through December 31, 2021

	Straight	Overtime	Double Time
Foreman	\$ 80.77	\$ 107.99	\$ 134.98
J. Trimmer	\$ 72.30	\$ 96.46	\$ 120.58
Groundman	\$ 55.00	\$ 73.37	\$ 91.72
Apprentice 4	\$ 65.74	\$ 93.62	\$ 117.02
Apprentice 3	\$ 63.04	\$ 89.76	\$ 112.20
Apprentice 2	\$ 60.35	\$ 86.03	\$ 107.53
Apprentice 1	\$ 57.65	\$ 82.13	\$ 102.66
Operator	\$ 80.77	\$ 107.99	\$ 134.98
55' Lift	\$ 15.10		
Chip/Dump	\$ 10.35		
Self Feeding Chipper 12"	\$ 4.95		
60'/70' Elevator Lift	\$ 20.61		
102' Man Lift-Double Bucket	\$ 102.04		
Skidsteer Package (w/Operator & Grndman, 4x4)	\$ 248.49		
Slashbuster Package (w/Opp & Grndman, 4x4)	\$ 267.68		
Jarraff Package - (w/Support 4x4 p/u)	\$ 70.70		
Garlon 25%	\$ 38.57		



<u>Sample Crew</u>	
Foreman	\$ 80.77
J. Trimmer	\$ 72.30
Groundman	\$ 55.00
55' Lift	\$ 15.10
Chip/Dump	\$ 10.35
Self Feeding Chipper 12"	\$ 4.95
<b>TOTAL</b>	<b>\$ 238.46</b>

Approved By: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Title: \_\_\_\_\_

**MEMORANDUM OF UNDERSTAND BETWEEN  
BOUNDARY COUNTY SCHOOL DISTRICT AND  
CITY OF BONNERS FERRY POLICE DEPARTMENT**

This Memorandum of Understanding (hereinafter "MOU") is made and entered into by and between the City of Bonners Ferry Police Department and Boundary County School District effective September 1, 2021.

**SECTION 1. PURPOSE OF MOU**

The MOU formalizes the relationship between the participating entities in order to foster an efficient and cohesive program that will build a positive relationship between law enforcement and the youth of our community, with the goal of reducing crime committed by juveniles and young adults.

This MOU delineates the mission, organizational structure, and procedures of the School Resource Officer Program (hereinafter the "SRO Program") as a joint cooperative effort between the Boundary County School District and the City of Bonners Ferry Police Department. The success of this program relies upon the effective communication between all involved employees, the principal of each individual Boundary County school, and other key staff members of each organization.

**SECTION 2. TERM**

The term of this MOU shall begin on September 1, 2021 and end on August 31, 2022, unless terminated earlier as provided herein. The parties may renew this MOU only by separate written agreement or addendum hereto, which must be executed by both parties.

**SECTION 3. MISSION, GOALS, AND OBJECTIVES**

The mission of the SRO Program is the reduction and prevention of school-related violence and crime committed by juveniles and young adults. The SRO Program aims to create and maintain safe, secure and orderly learning environments for students, teachers and staff. This is accomplished by assigning a Law Enforcement Officer employed by the City of Bonners Ferry Police Department (hereinafter referred to as "SRO") to Boundary County School District facilities on a permanent basis.

Goals and objectives are designed to develop and enhance rapport between youth, police officers, school administrators and parents. Goals of the SRO Program include:

1. Reduce incidents of school violence.
2. Maintaining a safe and secure environment on school grounds.
3. Reduction of criminal offenses committed by juveniles and young adults.
4. Establish a rapport between the SRO and the student population.
5. Establish rapport between the SRO and parents, faculty, staff, and administrators.

Moreover, the SRO will establish a trusted channel of communication with students, parents and teachers. The SRO will serve as a positive role model to instill in students good moral standards, good judgment and discretion, respect for other students, and a sincere concern for the school community. The SRO will promote citizen awareness of the law to enable students to become better informed and effective citizens, while empowering students with the knowledge of law enforcement efforts and obligations regarding enforcement as well as consequences for violations of the law.

#### SECTION 4. ORGANIZATIONAL STRUCTURE

- A. **Composition.** The City of Bonners Ferry Police Department shall assign one (1) full time law enforcement officer to serve as SRO. The City of Bonners Ferry Police Department shall retain the exclusive right to exercise the customary functions of management. The SRO will be certified by the State of Idaho and meet all requirements as set forth by the Idaho Peace Officer Standards and Training. The Bonners Ferry Police Department reserves the right to remove the SRO at any time if Police Department staffing levels fall below acceptable norms or police response is necessary elsewhere in the City of Bonners Ferry.
- B. **Supervision.** The day to day operation and administrative control of the SRO Program will be the responsibility of the Police Department. Responsibility for the conduct of the SRO, both personally and professionally, shall remain solely with the City of Bonners Ferry Police Department. The SRO is employed and retained by the City of Bonners Ferry Police Department, and in no event will be considered an employee of the Boundary County School District. The Police Department and the School District shall each name a contact person who will monitor the program. Each principal will designate a contact person for the school to facilitate communication.

#### SECTION 5. PROCEDURES

- A. **Selection.** The SRO position will be filled per Police Department directives and selection process. The City of Bonners Ferry Police Department will make the final selection of any SRO vacancy.
- B. **SRO Program Structure.** The SRO is first and foremost a law enforcement officer for the providing law enforcement agency. The SRO shall be responsible for carrying out all duties and responsibilities of a law enforcement officer and shall remain at all times under the control, through the chain of command, of the law enforcement agency. All acts of commission or omission shall conform to the guidelines of the providing law enforcement agency directives. School officials should ensure that non-criminal student disciplinary matters remain the responsibility of school staff and not the SRO. Enforcement of the code of student conduct is the responsibility of teachers and administrators. The SRO shall refrain from being involved in the enforcement of disciplinary rules that do not constitute violations of law, except to support staff in maintaining a safe school environment.



The SRO is not a formal counselor or educator, and will not act as such. However, the SRO may be used as a resource to assist students, faculty, staff, and all persons involved with the school. The SRO can be utilized to help instruct students and staff on a variety of subjects, ranging from alcohol and drug education, to formalized academic classes. The SRO may use these opportunities to build rapport between the students and the staff. The Bonners Ferry Police Department recognizes, however, that the Boundary County School District shall maintain full, final, and plenary authority over curriculum and instruction in the School District, including the instruction of individual students. The parties recognize and agree that classroom instruction is the responsibility of the classroom teacher, not the Police Department or its employees, and the Police Department and its employees shall not attempt to control, influence, or interfere with any aspect of the school curriculum or classroom instruction except in emergency situations.

## SECTION 6. DUTIES AND RESPONSIBILITIES

- A. SRO: The responsibilities of the SRO will include but are not be limited to:
- a. Enforce criminal law and protect the students, staff, and public at large against criminal activity. The SRO shall follow the chain of command as set forth in the policies and procedures manual of the Bonners Ferry Police Department. School authorities and the parents of any child involved shall be notified as quickly as possible when the SRO takes any direct law enforcement action involving a student, on campus or off campus, during school hours.
  - b. Complete reports and investigate crimes committed on campus.
  - c. Coordinate, whenever practical, investigative procedures between law enforcement and school administrators. The SRO shall abide by all applicable legal requirements concerning interviews or searches should it become necessary to conduct formal law enforcement interviews or searches with students or staff on property or at school functions under the jurisdiction of the Boundary County School District. The SRO will not be involved in searches conducted by school personnel unless a criminal act is involved or unless school personnel require the assistance of the SRO because of exigent circumstances, such as the need for safety or to prevent flight. Formal investigations and arrests by law enforcement officials will be conducted in accordance with applicable legal requirements.
  - d. Take appropriate enforcement action on criminal matters as necessary. The SRO shall, whenever practical, advise the principal before requesting additional enforcement assistance on campus and inform the principal of any additional law enforcement responsibilities that may need to be undertaken.
  - e. The SRO will wear the Bonners Ferry Police Department issued uniform with all normal accessories and equipment, including a taser and firearm.

- f. The SRO shall be highly visible throughout the school district's campuses. For officer safety reasons, the SRO shall not establish any set routine, which allows predictability in their movements and their locations.
  - g. Confer with the principal to develop plans and strategies to prevent and/or minimize dangerous situations on or near the campus or involving students at school related activities.
  - h. Comply with all laws, regulations, and school board policies applicable to employees of the Boundary County School District, including but not limited to laws, regulations and policies regarding access to confidential student records and/or the detention, investigation, and searching of students on school premises, provided the SRO shall under no circumstances be required or expected to act or in a manner inconsistent with their duties as law enforcement officers. The use of confidential school records by the SRO shall be done only with the principal's approval and as allowed by law. Any existing rights or benefits of personnel assigned under this agreement shall not be abridged, and remain in full effect.
  - i. Provide information concerning questions about law enforcement topics to students and staff.
  - j. Develop expertise in presenting various subjects, particularly in meeting federal and state mandates in drug/alcohol abuse prevention education, and provide these presentations at the request of the school personnel in accordance with the established curriculum.
  - k. Prepare lesson plans necessary for approved classroom instruction.
  - l. Provide supervised classroom instruction on a variety of law related education and other topics deemed appropriate and approved by the SRO's agency supervisor and a school administrator.
  - m. The SRO shall attend school special events as needed (for example: sporting events), dependent upon scheduling and funding availability.
  - n. SRO will occasionally make themselves available for attendance at Boundary County School Board meetings upon request.
  - o. Attend law enforcement agency in service training as required. Reasonable attempts will be made to schedule such training to minimize his/her absence from school on an instructional day.
- B. SRO SUPERVISOR:** The responsibilities of the SRO supervisor will include but are not limited to:
- a. Coordinate work assignments of the SRO.
  - b. Ensure SRO compliance with Police Department directives.
  - c. Coordinate scheduling and work hours of the SRO.
  - d. Work with the schools to make any needed adjustments to the SRO program throughout the school year.
- C. SCHOOLS:** The responsibilities of the Schools will include but are not limited to:
- a. The Boundary County School District shall provide the SRO with a private, appropriately furnished office at the High School that can be secured and is reasonably acceptable to the City of Bonners Ferry Police Department.
  - b. The School District shall provide the SRO with a set of master keys for all schools served by the SRO.

- c. The School District shall provide reasonable opportunity to address students, teachers, school administrators, and parents about the SRO program, goals and objectives. Administrators shall seek input from the SRO regarding criminal justice problems relating to students and site security issues.
- d. When school personnel discover weapons, drugs, alcohol, or the illegal contraband on school property, the SRO shall be notified as soon as reasonably possible. If no juvenile or criminal charges are to be filed and no administrative action is to be taken by the Schools, the contraband shall be confiscated by the SRO according to Police Department policy and properly disposed of.
- e. School personnel shall timely notify the SRO with the names of specific individuals who are not allowed on school property, and shall notify the SRO of any anticipated parental problems resulting from disciplinary action taken against a student.
- f. Work cooperatively with the Police Department to make any needed adjustments to the SRO program throughout the year.
- g. Provide the Police Department with updated copies of all laws, rules, regulations, and school board policies applicable to employees of the School, including but not limited to laws, rules, regulations and policies regarding access to confidential student records and/or the detention, investigation, and searching of students on school premises.
- h. The School District shall work cooperatively with the City of Bonners Ferry to ensure continued, adequate funding of the SRO program.

#### SECTION 6. ENFORCEMENT

Although the SRO has been placed in a formal educational environment, he/she are not relieved of the official duties as an enforcement officer. The SRO shall intervene when it is necessary to prevent any criminal act or maintain a safe school environment. Citations shall be issued and arrests made when appropriate and in accordance with Idaho state law and department policy.

The SRO and the Bonners Ferry Police Department will have the final decision on whether criminal charges shall be filed. The Bonners Ferry Police Department will reserve the right to temporarily remove the SRO in the event that additional officers are needed during an incident or natural disaster.

#### SECTION 7. TERMINATION

This Agreement may be terminated by either party, with or without cause, upon sixty (60) day written notice to the other party.

#### SECTION 8. HOLD HARMLESS

Each party agrees to hold harmless, defend, and indemnify each other including its officers, agents, and employees against all claims, demands, actions and suits (including

all attorney fees and cost) arising from the indemnitors performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of that party.

The Boundary County School District and the City of Bonners Ferry Police Department mutually covenant and agree that neither party will insure the actions of the other, and each party will assume its own responsibility in connection with any claims made by a third party against the City of Bonners Ferry Police Department and/or the Boundary County School District subject to the provisions of this section.

SECTION 9. NOTICE

Any notice, consent or other communication in connection with this Agreement shall be in writing and may be delivered in person, by mail or by email. If hand delivered, the notice shall be effective upon delivery. If by email, the notice shall be effective when sent. If served by mail, the notice shall be effective three (3) business days after being deposited in the United States Postal Service by certified mail, return receipt requested, addressed appropriately to the intended recipient as follows:

Boundary County School District  
Jan Bayer, Superintendent  
7188 Oak Street  
Bonners Ferry, ID 83805  
[jan.bayer@mail.bcsd101.com](mailto:jan.bayer@mail.bcsd101.com)

City of Bonners Ferry  
Brian Zimmerman, Chief of Police  
7232 Main Street  
PO Box 149  
Bonners Ferry, ID 83805  
[bzimmerman@bonnersferry.id.gov](mailto:bzimmerman@bonnersferry.id.gov)

This has been agreed to in cooperation with the City of Bonners Ferry Police Department and the Boundary County School District. As agreed to and in partnership with:

BOUNDARY COUNTY SCHOOL DISTRICT:

 \_\_\_\_\_

Date: 8/16/21 \_\_\_\_\_

CITY OF BONNERS FERRY:

\_\_\_\_\_  
Brian Zimmerman, Chief of Police

Date: \_\_\_\_\_

\_\_\_\_\_  
James R. Staples, Mayor

Date: \_\_\_\_\_

## **AGREEMENT FOR SHELTER SERVICES**

This Agreement is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between SECOND CHANCE ANIMAL ADOPTION (hereinafter "SCAA"), a non-profit corporation, and the CITY OF BONNERS FERRY (hereinafter "CITY"), a municipal corporation of the State of Idaho.

### **1. CONSIDERATION**

As consideration for this Agreement, SCAA agrees to provide the services of its Animal Shelter to CITY as described below. In exchange, CITY agrees to compensate SCAA in fees as provided below.

### **2. FEES**

CITY shall compensate SCAA on a monthly basis continuing for the duration of this Agreement. Payment shall be made by the 10<sup>th</sup> day of the month following the services rendered at the rate of \$939.47 per month.

### **3. SERVICES**

A. CITY may impound dogs at SCAA's Animal Shelter (hereinafter "Shelter"), located at 6647 LINCOLN ST., BONNERS FERRY, ID 83805. CITY officers shall have access to the holding pens of the Shelter twenty-four (24) hours per day for placement of CITY collected dogs.

B. The Shelter shall be open to the public during the Shelter's normal business hours. The exception shall be for recognized Federal holidays when the Shelter may be closed.

C. SCAA shall maintain its shelter in a humane manner and shall keep its shelter in a sanitary condition at all times. All services provided by SCAA shall be provided in accordance with local laws and the laws of the State of Idaho. SCAA shall use humane methods in the care, euthanasia, and disposition of any dog under its jurisdiction.

D. This Agreement pertains only to dogs received from City Police and dogs released to City residents.

### **4. ANIMAL CONFINEMENT—IMPOUND TIME REQUIREMENTS**

The following minimum holding periods are established. For all impoundment periods, the day after impoundment is considered the first day of impoundment.

A. Lost or Stray Dogs

SCAA shall hold a lost or stray CITY collected dog for not less than five (5) days (except for dogs which may be disposed of pursuant to paragraph 5C). During the five (5) day holding period the owner of the dog may pick up the animal after first paying the impound fees as stated in 6A of this Agreement and obtaining a City dog tag if the animal is not currently licensed. Owners are also required to show rabies vaccination certificate if the dog does not have a current rabies tag affixed to its collar as required by City ordinance 5-3C-3. If the dog does not have a current rabies tag or the owner does not have the required proof of rabies vaccination, they shall be informed of the City ordinance requiring such. SCAA shall inform the City Police of any dog released that does not have a current rabies tag or vaccination certificate. The City Police will follow up with the owner to make sure the dog receives the required vaccination.

B. Quarantined Dogs

A dog placed in quarantine for observation for rabies symptoms shall be impounded for a period of ten (10) days. If, at the conclusion of the impoundment period, the animal has not exhibited any symptoms of rabies, the dog may be returned to the owner. Arrangements will be made to have a City Police officer at the shelter when the dog is released to address any restrictions that may be required of the owner in regard to I.C. § 25-2805(2). Regular impound fees will apply for each day the dog is impounded. The owner will be held to the same requirements in regard to providing proof of current rabies vaccinations as outlined in section 4A.

**5. DISPOSITION**

- A. SCAA may humanely dispose of, transfer to a new owner or any other no kill organization, any impounded animal not claimed by its owner or custodian within the prescribed holding period.
- B. Owners wishing to relinquish a dog shall contact SCAA for consideration in its adoption program or other disposition.
- C. Injured, sick, or diseased dogs will be medically cleared by a veterinarian or considered for humane disposition prior to being impounded in SCAA. Any veterinary expenses (up to \$100) incurred prior to impoundment will be the responsibility of the CITY (expenses over \$100 must have the prior approval of the Chief of Police). Newborns unable to feed themselves, injured, sick, or diseased dogs may be considered for humane disposition without regard to the prescribed holding period in order to alleviate suffering or to protect other impounded animals from exposure to a contagious disease. For these purposes, a disease, sickness, or injury is a condition causing great threat or harm to the animal or other animals or causing unnecessary suffering or pain. Animals exhibiting disease or injury should be provided appropriate medical treatments, or in extreme cases, considered for other disposition.

- D. Any CITY collected dog becomes the responsibility of SCAA when it is delivered to SCAA and becomes property of SCAA at the completion of the five (5) day holding period.

**6. IMPOUND AND LICENSE FEES**

- A. Anyone claiming a CITY impounded animal during the minimum holding period shall pay any relevant fees established by SCAA in accordance with City ordinances. Fees other than City dog license fees shall be retained by SCAA.
- B. SCAA shall provide CITY with a current list of all fees charged by SCAA for services provided including impound fees. SCAA also agrees to provide CITY with an updated copy of any changes in the fee schedule within ten (10) days of amendment in the future.
- C. SCAA shall verify a current license on all claimed dogs. SCAA shall verify that the license is current or a new license is purchased from the City before a dog can be released.
- D. CITY shall inform SCAA of any change of ordinance concerning license or impound fees to allow SCAA to remain in compliance with City ordinances.

**7. RECORD KEEPING**

- A. SCAA shall maintain an accounting of all dogs received from CITY and all fees collected. Receipts shall be issued by SCAA for all fees received on behalf of CITY.
- B. SCAA shall maintain CITY records on a monthly basis. CITY reserves the right to review all records and conduct an audit. SCAA shall do a yearly inventory and supply CITY with a report of all dogs impounded at the shelter, due no later than October 31 of each year.

**8. TERM**

This Agreement will remain effective in one-year installments beginning annually on October 1<sup>st</sup>, 2021, renewed automatically. Should one party wish to terminate the Agreement, the procedure shall be as outlined below in 10A and 10B of this Agreement.

## **9. TERMINATION**

- A. Either party may terminate this Agreement for any reason upon sixty (60) days written notice to the other party. Within sixty (60) days of the effective date of termination, each party shall forward to the other party any and all billings due and owing.
- B. In the event that SCAA fails to provide services or follow City procedures and practice as required by this Agreement, CITY shall provide written notice to SCAA of such failure to provide services or follow City procedures and practices. SCAA shall be given thirty (30) days from the date of the written notification by CITY to provide the required services or follow City procedures and practices. In the event SCAA fails to provide the required services or follow City procedures or practices after thirty (30) days from receipt of written notification, CITY may terminate this Agreement upon thirty (30) days written notice.

## **10. INSURANCE**

SCAA agrees to obtain and keep in force during the term of this Agreement, a comprehensive general liability insurance policy in the minimum amount of \$1,000,000.00, which shall name and protect SCAA, all SCAA's employees, CITY 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 SCAA's acts. SCAA shall provide proof of liability coverage with a new certificate yearly and require insurer to notify SCAA ten (10) days prior to cancellation of said policy.

## **11. INDEMNIFICATION**

- A. To the fullest extent permitted by law, CITY and SCAA agree to save, indemnify, defend, and hold harmless each other from any and all liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, or any injury or damage of any kind whatsoever, whether actual, alleged, or threatened, actual attorney's fees, court costs, interest, defense costs and expenses associated therewith, including the use of experts, and any other costs of any nature without restriction incurred in relation to, as a consequence of, or arising out of, the performance of this Agreement, and attributable to the fault of the other. Following a determination of percentage of fault and/or liability by Agreement between the Parties or a court of competent jurisdiction, the Party responsible for liability to the other will indemnify the other Party to this Agreement for the percentage of liability determined as set forth in this section.



- B. When a CITY impounded dog becomes in the control of SCAA, SCAA waives, releases, and holds harmless the CITY against any and all claims of action resulting from or as a result of the dog delivered to SCAA.

**12. SEVERABILITY**

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion shall be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement shall continue in full force and effect.

**13. LAWS OF THE STATE OF IDAHO**

This contract is to be determined and construed under the laws of the State of Idaho.

**14. CERTIFICATION CONCERNING BOYCOTT OF ISRAEL**

Pursuant to Idaho Code section 67-2346, if payments under the Contract exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.

**15. TOTAL AGREEMENT**

No changes or amendments are to be considered valid regarding this contract unless in writing and signed by both Parties. This contract is to be considered the total Agreement between the parties unless changed as state above.

IN WITNESS HEREOF, the Parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF BONNERS FERRY

SECOND CHANCE ANIMAL ADOPTION

BY: \_\_\_\_\_  
James R. Staples, Mayor

BY: \_\_\_\_\_

ATTEST:

WITNESS:

\_\_\_\_\_  
Christine McNair, Clerk

\_\_\_\_\_

**NEW AGREEMENT FOR ONE-CALL SERVICE**

Pass Word, Inc.

1303 W. First Avenue  
Spokane, WA 99201

THIS AGREEMENT entered into as of this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between Pass Word, Inc. (hereinafter referred to as the "Company"); and \_\_\_\_\_ (hereinafter referred to as the "Customer").

**WITNESSETH:**

WHEREAS, the Customer owns, operates or conducts activities affecting underground facilities in Counties designated in Exhibit G, and desires to protect its underground facilities from damage, interruption or interference by anyone who intends to move or otherwise displace earth, rock, or other material in the ground by any means including, but not limited to explosives, and

WHEREAS, the Company operates or shall establish a service by which anyone who intends to move or otherwise displace earth, rock, or other material in the ground by any means including, but not limited to explosives, in Counties designated in Exhibit G, may call a single telephone number to (i) notify all Customers of the proposed excavation and (ii) to seek Customer's assistance in locating their respective underground facilities, and Customer wishes to participate therein;

WHEREAS, Company and Customer previously entered into the old Agreement for One-Call Service with Coeur d'Alene Answering Service, Inc., an associated company of Pass Word, Inc., which has been absorbed into Pass Word, Inc., and Company and Customer have continued to perform the respective obligations of each under the old Agreement;

WHEREAS, the old Agreement has been extended on a month-to-month basis and is currently in effect on that basis;

WHEREAS, Company and Customer wish to enter into this new Agreement which shall be effective upon execution, at which time preparation for service under this new Agreement shall begin, and service under this new Agreement shall begin November 1, 2021; and

WHEREAS, Company and Customer wish that the old Agreement shall remain in effect and govern provision of service until November 1, 2021, when service shall begin under this new Agreement;

NOW, THEREFORE, in consideration of the mutual promises and agreements herein set forth, the sufficiency of which is acknowledged by both parties hereto, it is agreed as follows:

- I. DUTIES OF COMPANY:** Company agrees to:
  - A. General. Establish and operate a service company for Counties designated in Exhibit G, which service company shall provide the following services ("One-Call Services") to wit:

- a) Receive from the public, contractors, utilities and other persons, reports ("Locate Requests") of planned or emergency construction, excavation or demolition activities (the work);
- b) Enable the Customer to define an Area of Interest (AOI) encompassing its underground facilities for the purpose of specifying which Locate Requests it wishes to receive; and
- c) Forward such Locate Requests to the Customer when the location of the work is within its Notification Area.

B. Specific Description of One-Call Services. The Company shall:

- a) Maintain a staff with adequate knowledge of the counties in Exhibit G to perform locate functions.
- b) Operate twenty-four (24) hours a day, seven days a week (including holidays);
- c) Install and maintain the necessary telephone, email, and Internet equipment to receive such of the Locate Request information shown on Exhibit "A" as is made available by the excavator. Locate Requests shall be received at the telephone, email, and Internet addresses indicated on Exhibit "B" on this Agreement.
- d) Company shall implement 811 Abbreviated Dialing in compliance with applicable Federal Communications Commission (FCC) Orders. Locate Requests may also be received at computer access numbers or addresses to be defined. Company shall arrange with PelicanCorp for OneCallAccess (POCA) Software as a Service (SaaS) and shall arrange conversion of its database to PelicanCorp's platform. All commercially reasonable efforts shall be made to convert the existing TeIDig System to POCA on or before November 1, 2021.
- e) Maintain a voice recording of all incoming calls concerning a Locate Request. The Company shall maintain this record for a minimum period of five (5) years or as required by Idaho Statutes. The record shall identify the date and time of each such recording. The recording shall be available to Customer upon request at no charge to Customer.
- f) Maintain a copy of all Locate Requests for a minimum period of five (5) years. The copy shall be available to Customer upon request at no charge to Customer.
- g) Maintain a base map database sufficient in nature to facilitate identifying the location of proposed work and comparing it to Customer's Area(s) of Interest. Company

shall make every reasonable effort to provide compatibility with generally available systems such as ARC View™ and MapInfo™ which Customer may use for such purpose. Company shall maintain Customer-provided data within Company's system; update it within five business days of receiving changes in the data from Customer.

- i. Company shall make every commercially reasonable effort to keep such base map data as accurate and current as possible, recognizing that the sources of such data may be city, county, and other government agencies over which it has no control.
  - ii. Company shall structure its database so that it is compatible with Geographic Information Systems (GIS) and latitude and longitude coordinates provided by Geographic Positioning System (GPS) receivers and shall continue to promote and support the use of GIS coordinates.
  - iii. Company shall assist Customer in utilizing free GIS software to define its AOI, if the Customer does not have such software of its own.
- h) Install and maintain the necessary equipment to be able to automatically transmit Locate Requests to Customer via email or other method compatible with the POCA System and mutually agreed upon by the parties. Locate Requests shall be transmitted to Customer when received by the Company, or at specified transmission times agreed to by the parties.
- j) Transmit Locate Requests back to a Customer submitting a Locate Request in its area, unless that Customer ordinarily receives locate requests by voice or has signed Exhibit "C" of this Agreement.
- k) Classify Locate Requests as Emergency, or Routine as defined in Exhibit "D" to this Agreement.
- l) Process Emergency Locate Requests when received by Company on an expedited basis.
- m) Maintain a high quality of service by handling all Locate Requests promptly and minimizing hold time.
- n) Comply with applicable federal, state, and local regulations including, but not limited to, One-Call legislation.

C. Notification Procedure. Establish the following notification procedures:

- a) The Company's operator receiving the Locate Request shall enter the information provided by the caller into the POCA system while the call is in progress. A video monitor shall prompt the operator as to the information needed. The Company shall assign a ticket number to each Locate Request and maintain such number in the Company's computer. The Company shall provide the ticket number to the caller for future reference, as well as the identification of the Customer(s), which shall be notified.
- b) Company shall determine from the computer database whether the work is within Customer's Area of Interest (AOI) and if so, promptly transmit the Locate Request to the Customer.
- c) Company shall promptly transmit Locate Request to the Customer via email or other method compatible with the POCA system and mutually agreed-upon by the Parties. Company's responsibility for such transmission shall be solely limited to the proper transmission of the Locate Request. Company's daily audit list shall be considered proof of such transmission.
- d) If a Locate Request is identified as of an emergency nature, the Company shall promptly attempt to confirm the Customer's receipt of the Locate Request by voice over telephone either manually or by automated means or other methods compatible with the POCA system and mutually agreed to by the parties.
- e) Company's first transmission after 12:01 a.m., local time, on any Calendar Day shall be an audit list of the previous day's transmissions. The daily audit list shall state the total number of tickets transmitted to Customer during the previous day including the ticket numbers assigned.

**II. DUTIES OF CUSTOMER:** Customer agrees to:

- A. Cooperate and coordinate with, and furnish information to, Company as required for the implementation of the service and this Agreement.
- B. Specify the Area of Interest (AOI) within which it wishes to receive Locate Requests in accordance with Company's database and provide the data defining such Notification Area to Company. Customer may specify the AOI in terms of Geographic Information System (GIS) coordinates or a shape file compatible with the POCA system. The Customer shall be responsible for notifying Company of any changes in its AOI.
- C. Furnish, operate and maintain all communication equipment required to interface with the Company. This equipment could include telephone,

computer, Internet access, and email address. The email address shall be operational on a twenty-four (24) hour per day, seven (7) day a week basis. Customer shall complete Exhibit "F" to this Agreement to provide Company with Member Subscription information. Exhibit F may be provided separately and subsequently to execution of this Agreement.

- D. Comply with applicable federal, state, and local regulations including, but not limited to, One-Call legislation.
  - E. Promptly pay monthly billing for services in accordance with Section 4 of this agreement. All payments shall be made to Company at such place as it may, from time to time, in writing, designate.
  - F. Ensure the proper reception of Locate Requests transmitted by Company in accordance with Paragraph I.C.c of this Agreement and to verify that locates on a day's audit list have been received (unless the audit list has been declined).
- III. **"800 NUMBER"**: The primary and only advertised number for the Company to receive Locate Requests shall be 800-626-4950, until 811 Abbreviated Dialing becomes available as mandated by the FCC. This "800 number" shall be provided by, advertised by, owned by and controlled by the Bonner/Boundary Utilities Coordinating Council (BBUCC). The Company shall select the long-distance carrier and shall pay any toll charges associated with this number. When 811 Abbreviated Dialing becomes available, 811 shall be advertised in accordance with applicable FCC Rules.
- IV. **SCHEDULE OF PRICES**: Prices are specified in Exhibit "E" to this Agreement. Payment of Company's invoice is due upon the invoice date, which shall ordinarily be the first day of the calendar month. Customer may take a 2% Prompt-Payment Discount for payment received by Company by the tenth of the calendar month. Customer must indicate taking the Discount along with its payment and any previous balance must be paid in full. Customer shall pay Company a four percent (4%) late charge on any amount, which remains unpaid on the 25th of the calendar month or the next business day if the 25th is not a business day.
- V. **GENERAL**:
- A. Insurance. Company shall secure and maintain during the term of this Agreement, Errors and Omissions insurance for two million dollars (\$2,000,000.00) and Comprehensive General Liability Insurance for eight million dollars (\$8,000,000). Certificates evidencing such insurance shall be on file at the Company office.
  - B. Indemnity.
    - a) Customer shall indemnify the Company from and against all liabilities arising directly or indirectly out of any negligent action or inaction of the Customer in connection with the Company's Service, including but not limited to, Customer's response or failure to

respond to a locate request received by Customer.

- b) Company shall indemnify the Customer from and against all liabilities arising directly or indirectly out any negligent action or inaction of the Company in connection with the Company's Service. Company shall promptly notify Customer of any problems related to the request for the notification of affected Customers. Company shall be responsible for using its best efforts to locate a reported site from information provided to it and to notify affected Customers.

C. Term of Agreement.

- a) This Agreement shall become legally binding and effective upon execution. Preparation for service under this Agreement shall begin upon execution, and service under this Agreement shall begin on November 1, 2021 (the start date), and shall continue in full force and effect until three years from the start date, unless terminated by Company or Customer. At the end the term, this Agreement shall be extended on a month-to-month basis unless terminated by either party's 180 days' written notice to the other party.

- b) Either party may terminate this Agreement if the other party fails to fulfill its obligations under this Agreement. The non-breaching party must provide the other party written notice specifying the act of default or breach. Such written notice must be sent thirty (30) days prior to the effective termination date. A notice of termination shall not become effective if the default or breach is cured within the thirty- (30) day period.

- c) This Agreement may be terminated by the BBUCC at the end of the three-year period in accordance with its by-laws and upon 180 days written notice by the BBUCC to both the Company and the Customer.

D. Contingency. Neither Customer nor Company shall be held responsible for any delay or failure in performance hereunder caused by the following unforeseeable events: including but not limited to, fire, embargo, civil or military authority, war, acts of God, natural disaster or other acts beyond such party's control.

E. Entire Agreement. This Agreement sets forth the entire agreement among these parties and supersedes any and all prior agreements between these parties regarding One-Call service.

F. Amendment or Modification. This Agreement may not be amended or modified except in writing signed by an authorized representative of Company and Customer.

- G. Enforceability. If any provision of this Agreement is found for any reason to be unenforceable, the remainder of the Agreement, to the extent allowed, shall remain in full force and effect and continue to bind the parties.
- H. Authority. All parties signing this Agreement and any amendments or modifications, represent and warrant that they have the power and authority to execute this Agreement and bind the company or entity which they indicate as representing.
- I. Assignment. Neither party may assign the benefits of this Agreement without the prior written consent of the other party, which consent shall not unreasonably be refused, conditioned or delayed.
- J. Independent Contractor.
- a) In the performance of the work under this Agreement, it is understood and agreed that Company shall be and remain an independent contractor. Nothing herein contained shall be construed as creating the relationship of employer and employee between the Customer and the Company, or between the Customer and any persons employed by the Company.
  - b) All persons furnished by Company, including subcontractors, shall be considered solely Company's employees or agents. Company shall be responsible for compliance with all laws, rules, and regulations involving, but not limited to, employment of labor, hours of labor, working conditions, payment of wages and payment of taxes, including applicable contributions from such persons when required by law.
- K. Costs of Suit. In the event of any controversy, claim or action made, filed or instituted between the parties to this Agreement, the prevailing party shall be entitled to receive from the other party all costs, expenses, and reasonable attorney's fees, incurred by the prevailing party, whether or not such controversy or claim is litigated or prosecuted to judgment.



L. Governing Law. It is mutually agreed and understood that the laws of Idaho both as to interpretation and performance shall govern this Agreement. Venue shall be Counties designated in Exhibit G. Terms not defined in this Agreement take on the meaning or definition provided by Idaho Code, Chapter 22, Title 55. In the event of conflict between terms defined in this Agreement and Idaho Code, Idaho Code shall govern.

COMPANY

CUSTOMER

Pass Word, Inc.

\_\_\_\_\_

By \_\_\_\_\_  
Authorized Signature

By \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**AGREEMENT FOR ONE-CALL SERVICE**

**EXHIBIT "A"**

**LOCATE REQUEST INFORMATION**

The Company operators shall ask the following information of callers:

1. Caller ID#: \_\_\_\_\_

2. Phone #: \_\_\_\_\_

3. Start Date: \_\_\_\_\_

4. Type of Work: \_\_\_\_\_

5. County/City: \_\_\_\_\_

6. Job Location: \_\_\_\_\_

7. Nearest Cross Street: \_\_\_\_\_

Second Nearest Cross Street \_\_\_\_\_

8. Occupant: \_\_\_\_\_

9. Special Marking Instructions: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

10. Remarks: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**AGREEMENT FOR ONE-CALL SERVICE**

**EXHIBIT "B"**

**CONTACT NUMBERS AND ADDRESS FOR ONE-CALL SERVICE**

Telephone: 811 Federal Communication Commission-mandated number for abbreviated dialing to One-Call Centers

1-800-626-4950. BBUCC shall provide and own this number, however, Company shall pay the toll charges for it and shall have the right to select the Inter-Exchange Carrier, i.e., long distance company, providing toll service associated with this number.

1-208-769-6000 (provided by Company)

Internet Access (URL) [www.passwordinc.com](http://www.passwordinc.com)

Manual Fax for Other 1-208-664-2346 (provided by Company)

Address: 1303 W. First Avenue  
Spokane, WA 99201

1. Company retains authority to change Company-provided address, telephone and fax numbers, email and Internet addresses upon written notice to Customer.
2. Company agrees not to advertise Company-provided address, telephone or fax numbers with respect to BBUCC One-Call Service.

**AGREEMENT FOR ONE-CALL SERVICE**

**EXHIBIT "C"**

**CUSTOMER DECLINES TO RECEIVE ITS OWN LOCATE REQUESTS**

\_\_\_\_\_ (Name of Customer) hereby declines to receive back any Locate Requests that it generates, provided such Locate Request is within the Customer's regular AOI.

Customer: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**AGREEMENT FOR ONE-CALL SERVICE**

**EXHIBIT "D"**

**LOCATE REQUEST CLASSIFICATIONS**

Emergency: per Idaho Code, 55-2202 (5) ""Emergency" means any sudden or unforeseen condition constituting a clear and present danger to life, health or property, or a customer service outage, or the blockage of roads or transportation facilities that requires immediate action."

Routine: notice received not less than two (2) full business days, nor more than ten (10) business days before the scheduled date for commencement of excavation.

## AGREEMENT FOR ONE-CALL SERVICE

### EXHIBIT "E"

#### SCHEDULE OF PRICES

Emergency or Routine locate request	\$1.00 per locate request transmitted to Customer. This rate shall be increased upon each anniversary of the effective date of this Agreement by the percentage change in the Consumer Price Index (CPI-W) since the previous anniversary. The CPI shall be the U.S. Dept. of Labor, Urban Wage Earners and Clerical Workers, All Cities U.S. Average, All Items, Consumer Price Index, for September.
BBUCC fund:	This rate shall be determined by BBUCC, which has set it at \$0.10 per locate request transmitted to Customer, in addition to the fee above. Company shall collect this amount and remit it to BBUCC monthly. This amount may be revised by BBUCC, in which case the combined rate shall be revised accordingly.
Daily Audit List:	included in above rate
Other services	Other services and prices beyond those included in this agreement may be arranged between the parties by mutual agreement.

**AGREEMENT FOR ONE-CALL SERVICE**

**EXHIBIT "F"**

**Member Subscription Form**

**Please note: Contacts should be whoever is best to contact in case of an issue, question or problem with the company's subscription.**

CDC or Station Code: \_\_\_\_\_

Parent Company Name \_\_\_\_\_

Address Line 1: \_\_\_\_\_

Address Line 2: City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Operating Company Name: \_\_\_\_\_

Address Line 1: \_\_\_\_\_

Address Line 2: City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Primary Phone #: \_\_\_\_\_

Emergency Contact Phone #: \_\_\_\_\_

Authorized Contact Person for System Changes, Outages, Emergencies, etc.

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Authorized Contact Person for Changes in Member Subscription (contacts, AOs, etc.):

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_



IT Contact:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Online User Information for Positive Response:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Alternate Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Ticket Format Option: (Choose Option @ <https://passwordinc.com/idahoconversion> )  
Option 1      Option 2      Option 3

All Tickets 24/7 Notification Email: \_\_\_\_\_

Summary Report Emails: \_\_\_\_\_

EMERGENCIES/DAMAGES

OFC HRS Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Start Time    End Time

Mon: \_\_\_\_\_

Tues: \_\_\_\_\_

Wed: \_\_\_\_\_

Thurs: \_\_\_\_\_

Fri: \_\_\_\_\_

Sat: \_\_\_\_\_

Sun: \_\_\_\_\_

AFT HRS Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Start Day	Start Time	End Day	End Time
Mon:	_____	_____	_____
Tues:	_____	_____	_____
Wed:	_____	_____	_____
Thurs:	_____	_____	_____
Fri:	_____	_____	_____
Sat:	_____	_____	_____
Sun:	_____	_____	_____

Customer: \_\_\_\_\_

By: \_\_\_\_\_

Signature

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

**AGREEMENT FOR ONE-CALL SERVICE**

**EXHIBIT "G"**

**DESIGNATED COUNTIES**

BBUCC One-Call Service shall be provided for the following counties:

County	State
Bonner	Idaho
Boundary	Idaho

**Contractor's Application for Payment No. Three (03)**

Application Period: Work Accomplished Through <b>Aug 30, 2021</b>  From (Contractor): S & L Underground, Inc.  Contract Project Moyie Dam Concrete Rehabilitation Project  Owner's Contract No.:	Application Date: Aug 30, 2021  Via (Engineer): J-U-B ENGINEERS, Inc.  Engineer's Project No.: 20-17-072
--	---

**Application For Payment  
Change Order Summary**

Approved Change Orders	Number	Additions	Deductions
	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	9		
	10		
<b>TOTALS</b>		\$0.00	\$0.00
<b>NET CHANGE BY CHANGE ORDERS</b>		\$0.00	

1. ORIGINAL CONTRACT PRICE..... \$ 3,689,980.00
2. Net change by Change Orders..... \$0.00
3. Current Contract Price (Line 1 + 2)..... \$ 3,689,980.00
4. TOTAL COMPLETED AND STORED TO DATE  
(Column F on Progress Estimate)..... \$ 1,055,460.00
5. RETAINAGE:  
 a. 5% X \$ 1,055,460.00 Work Completed..... \$ 52,773.00  
 b. 5% X \$ - Stored Material..... \$ -  
 c. Total Retainage (Line 5a + Line 5b)..... \$ 52,773.00
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)..... \$ 1,002,687.00
7. LESS PREVIOUS PAYMENTS (Line 6 from p-or Application)..... \$ 493,924.00
8. AMOUNT DUE THIS APPLICATION..... \$ 508,763.00
9. BALANCE TO FINISH, PLUS RETAINAGE  
(Column G on Progress Estimate + Line 5 above)..... \$ 2,687,293.00

Payment of: \$508,763.00  
 is recommended by: *[Signature]* 8/30/21 (Date)  
 J-U-B ENGINEERS, Inc.  
 Payment of: \$508,763.00  
 is approved by: City of Bonners Ferry (Date)  
 Approved by: Funding Agency (if applicable) (Date)  
 Approved by: Funding Agency (if applicable) (Date)

**Contractor's Certification**

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Signature: *[Signature]* Date: 8/30/21  
 S & L Underground, Inc.

**Contract Day Summary**

Notice to Proceed Date \_\_\_\_\_  
 Original Contract Date for Subst. Compl. \_\_\_\_\_  
 Additional Calendar Days to Subst. Compl. with Change Orders \_\_\_\_\_  
 June 30, 2021 Application for Period Ending \_\_\_\_\_  
 Remaining Days to Subst. Compl. (from Application Period End Date) \_\_\_\_\_

Original Calendar Days after Subst. Compl. to Reach Final Compl. \_\_\_\_\_  
 Additional Calendar Days to Final Compl. with Change Orders \_\_\_\_\_  
 Revised Contract Date of Final Compl. \_\_\_\_\_

**Progress Estimate**

City of Bonners Ferry  
 Moyie Dam Concrete Rehabilitation Project - Schedules A, B, C and Additive Alternate No. 1  
 Application Number: Three (03)  
 Application Date: Aug 30, 2021

Contractor's Application

Item	Description	A			B			C			Work Completed		E	F	G
		Bid Qty	Unit of Mkt.	Total Price	Unit Price	Total Price	Qty Previous Applications	Qty This Period	D.2 Total Value To Date	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (D.2 + E)	% Complete (F / B)			
<b>BASE BID</b>															
<b>Schedule A - WEST SPILLWAY</b>															
02010.A	Mobilization, Bonding, Staging and Access	1	LS	\$110,000.00		\$110,000.00		1.00	0.00	\$	110,000.00		\$110,000.00	100.0%	\$0.00
02225.A	Hydro-Demolition	7468	SF	\$60.00		\$448,080.00		0.00	5,689.00	\$	408,540.00		\$408,540.00	91.6%	\$36,000.00
02374.A	Erosion Control and Mitigation	1	LS	\$60,000.00		\$60,000.00		0.20	0.20	\$	\$6,000.00		\$6,000.00	60.0%	\$24,000.00
SP-1.A	Work Plan	1	LS	\$5,000.00		\$5,000.00		1.00	0.00	\$	5,000.00		\$5,000.00	100.0%	\$0.00
SP-2.A	Concrete Rehabilitation (Plan Quantity)	154	CY	\$3,500.00		\$539,000.00		0.00	0.00	\$	-		\$0.00	0.0%	\$539,000.00
SP-2.A-1	Demolition and Rehabilitation Contingency	15	CY	\$3,500.00		\$52,500.00		0.00	0.00	\$	-		\$0.00	0.0%	\$52,500.00
<b>Schedule B - EAST SPILLWAY</b>															
02010.B	Mobilization, Bonding, Staging and Access	1	LS	\$170,000.00		\$170,000.00		0.00	0.00	\$	-		\$0.00	0.0%	\$170,000.00
02225.B	Hydro-Demolition	9517	SF	\$60.00		\$571,020.00		0.00	0.00	\$	-		\$0.00	0.0%	\$571,020.00
02374.B	Erosion Control and Mitigation	1	LS	\$90,000.00		\$90,000.00		0.20	0.20	\$	18,000.00		\$18,000.00	20.0%	\$72,000.00
SP-1.B	Work Plan	1	LS	\$5,000.00		\$5,000.00		1.00	0.00	\$	5,000.00		\$5,000.00	100.0%	\$0.00
SP-2.B	Concrete Rehabilitation (Plan Quantity)	255	CY	\$3,500.00		\$892,500.00		0.00	0.00	\$	-		\$0.00	0.0%	\$892,500.00
SP-2.B-1	Demolition and Rehabilitation Contingency	25	CY	\$3,500.00		\$87,500.00		0.00	0.00	\$	-		\$0.00	0.0%	\$87,500.00
<b>Schedule C - DAM FACE</b>															
02010.C	Mobilization, Bonding, Staging and Access	1	LS	\$60,000.00		\$60,000.00		1.00	0.00	\$	60,000.00		\$60,000.00	100.0%	\$0.00
02225.C	Hydro-Demolition	4382	SF	\$60.00		\$262,920.00		4,382.00	0.00	\$	262,920.00		\$262,920.00	100.0%	\$0.00
02374.C	Erosion Control and Mitigation	1	LS	\$50,000.00		\$50,000.00		0.60	0.20	\$	40,000.00		\$40,000.00	80.0%	\$10,000.00
02800.C	Site Restoration	1	LS	\$75,000.00		\$75,000.00		0.00	0.00	\$	-		\$0.00	0.0%	\$75,000.00
SP-1.C	Work Plan	1	LS	\$5,000.00		\$5,000.00		1.00	0.00	\$	5,000.00		\$5,000.00	100.0%	\$0.00
SP-2.C	Concrete Rehabilitation (Plan Quantity)	70	CY	\$3,500.00		\$245,000.00		0.00	0.00	\$	105,000.00		\$105,000.00	42.9%	\$140,000.00
SP-2.C-1	Demolition and Rehabilitation Contingency	10	CY	\$3,500.00		\$35,000.00		0.00	0.00	\$	-		\$0.00	0.0%	\$35,000.00
ADD ALT NO. 1															
SP-3	Drain Pipe Installation	20	EA	\$500.00		\$10,000.00		0.00	0.00	\$	-		\$0.00	0.0%	\$10,000.00
								0.00	0.00	\$	-		\$0.00	0.0%	\$0.00
											\$1,055,480.00		\$1,055,480.00	28.5%	\$2,344,520.00
	<b>Totals</b>														

AN ORDINANCE ENTITLED THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR, BEGINNING OCTOBER 1, 2021, APPROPRIATING THE SUM OF \$15,476,470 TO DEFRAY THE EXPENSES AND LIABILITIES OF THE CITY OF BONNERS FERRY, FOR SAID FISCAL YEAR, AUTHORIZING A LEVY OF SUFFICIENT TAX UPON THE TAXABLE PROPERTY AND SPECIFYING THE OBJECTS AND PURPOSES FOR WHICH SUCH APPROPRIATIONS ARE MADE.

BE IT ORDAINED by the Mayor and City Council of the City of Bonners Ferry, Boundary County, Idaho

Section 1. That the sum of \$15,476,470 be and the same is hereby appropriated to defray the necessary expenses and liabilities of the City of Bonners Ferry, Boundary County, Idaho, for the fiscal year beginning October 1, 2021.

Section 2. That the objects and purposes for such appropriations are made as follows:

**Proposed General Government Fund Expenditures**

General Government	\$239,679	
Police Department & Police Grants	727,924	
Animal Control	11,674	
Fire Department	208,549	
Parks Department & Visitor Center	78,600	
Swimming Pool	77,778	
Golf Course	145,725	
Street Department	568,053	
South Hill Slough Grant	199	
D.A.R.E./School Resource Officer	54,063	
Economic Development Coordinator Grant	64,780	
Dike Maintenance	20,000	
Capital	0	
Inter-Department Contingency	517,796	
Total General Fund Expenditures		\$2,714,820

**Proposed Enterprise Fund Expenditures**

Electric Fund	8,342,495	
Water Fund	2,203,885	
Sewer Fund	2,053,308	
Garbage Fund	161,962	
Total Enterprise Expenditures		12,761,650
Total Expense Budget Fiscal Year 2021		<u>\$ 15,476,470</u>

Section 3. That the general levy of \$679,965 on all taxable property within the City of Bonners Ferry be levied in an amount allowed by law for general purposes for said City, for the fiscal year beginning October 1, 2021.

Section 4. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

Section 5. This ordinance shall take effect and be in full force on October 1, 2021, after its passage, approval and publication in the Bonners Ferry Herald, a newspaper of general circulation in the City of Bonners Ferry, and the official newspaper thereof.

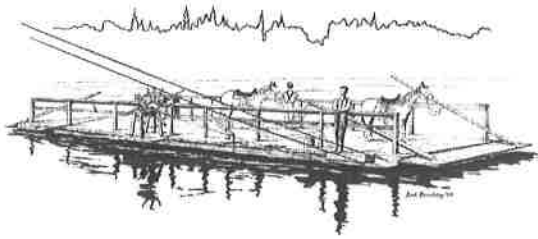
PASSED under suspension of the rules upon which a roll call vote was taken and duly enacted an ordinance of the City of Bonners Ferry at a convened meeting of the Bonners Ferry City Council held on September 7, 2021.

APPROVED by the Mayor on the 7th day of September, 2021.

\_\_\_\_\_  
James R. Staples, Mayor

ATTEST:

\_\_\_\_\_  
Christine McNair, City Clerk



## CITY OF BONNERS FERRY

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

### MEMO- POLICE DEPARTMENT

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**TO:** Mayor and City Council  
**FROM:** Brian Zimmerman, Police Chief  
**DATE:** August 30, 2021

**RE: Electronic Ticket (E-Ticket)**

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We have been offered a grant to purchase all the equipment necessary to utilize the E-Ticket systems for all of our patrol vehicles. The grant will come from the Office of Highway Safety (OHS) under the Idaho Transportation Department. The list of equipment includes an in-car laptop, a printer, scanner and a tower to mount the components. It also will include a desktop at city hall to dedicate to the entire process. They require the city to purchase the package for each vehicle and then they reimburse the entire costs within 30 to 60 days. Total cost estimate is about \$35,000.



# MEMO

CITY OF BONNERS FERRY  
CITY ENGINEER

---

Date: August 2, 2021  
To: City Council  
From: Mike Klaus, City Engineer  
Subject: **Electric Department - Moyie Dam Concrete Rehabilitation Project  
Change Order #1**

The spillway rehabilitation project at the Moyie dam is going well and I believe the contractor is on schedule to complete two of the three phases of the project this year.

As I have mentioned to Council at previous meetings, the amount of existing concrete that is being removed is exceeding what was originally expected. Some areas of weak concrete was removed in the course of completing the hydro demolition work, creating larger voids than expected. City staff and the contractor have found it difficult to determine the exact volume of the extra concrete required to replace what was removed because of the variable profile of the concrete.

City staff met with the contractor and JUB engineers to find an equitable means of estimating the additional volume. The three parties came to an agreement on estimated percentages of overage and developed the attached Change Order #1 for \$77,000. I believe that Change Order #1 represents an equitable resolution for the City and the contractor and recommend approval.

The change order represents approximately 3% of the total project, and falls within the amount the City has budgeted for this project.

Please let me know if you have any questions.

Thank you,

Mike



# Change Order

No. 01

Date of Issuance: 8/31/21

Effective Date: 8/30/21

Project: Moyle Dam Concrete Rehabilitation Project	Owner: City of Bonners Ferry	Owner's Contract No.: N/A
Contract: Moyle Dam Concrete Rehabilitation Project – Schedules A, B, C, and Additive Alternative No. 1.		Date of Contract: 02/17/2021
Contractor: S&L Underground, Inc.		Engineer's Project No.: 20-17-072

**The Contract Documents are modified as follows upon execution of this Change Order:**

**Description:**

Contractor and Owner agree that Concrete Rehabilitation (Item SP-2) quantities estimated for Schedule C and A will exceed bid quantities, based on concrete quality and removal depths to date in these Schedules. Contractor and Owner further agree that in-place measuring of cubic yardage is impractical and unsafe for workers on the dam, and that dry bag quantity estimating is not preferred. Accordingly, per a meeting held 8/30/21 at City Hall with the Owner, Engineer and Contractor, the Owner agrees to compensate Contractor for bid quantities of SP-2.A and SP-2.A-1, plus an additional 5% (8 cubic yards) for SP-2.A (Schedule A) and for bid quantities of SP-2.C and SP-2.C-1, plus an additional 20% (14 cubic yards) for SP-2.C (Schedule C). The Contractor agrees that no additional quantity is due for Concrete Rehabilitation or Hydro-Demolition items for Schedule A or Schedule C work.

**Attachments (list documents supporting change):**

Change Order 1 Breakdown

**CHANGE IN CONTRACT PRICE:**

**CHANGE IN CONTRACT TIMES:**

Original Contract Price:

\$ 3,699,980.00

{Increase} {Decrease} from previously approved Change Orders No. \_\_\_\_\_ to No. \_\_\_\_\_;

\$ N/A

Contract Price prior to this Change Order:

\$ 3,699,980.00

{Increase} {Decrease} of this Change Order:

\$ 77,000.00

Contract Price incorporating this Change Order:

\$ 3,776,980.00

Original Contract Times:  Working days  Calendar days

— Substantial completion (days or date): \_\_\_\_\_

— Ready for final payment (days or date): \_\_\_\_\_

{Increase} {Decrease} from previously approved Change Orders No. \_\_\_\_\_ to No. \_\_\_\_\_;

— Substantial completion (days): \_\_\_\_\_

— Ready for final payment (days): \_\_\_\_\_

Contract Times prior to this Change Order:

— Substantial completion (days or date): \_\_\_\_\_

— Ready for final payment (days or date): \_\_\_\_\_

{Increase} {Decrease} of this Change Order:

— Substantial completion (days or date): \_\_\_\_\_

— Ready for final payment (days or date): \_\_\_\_\_

Contract Times with all approved Change Orders:

— Substantial completion (days or date): \_\_\_\_\_

— Ready for final payment (days or date): \_\_\_\_\_

**RECOMMENDED:**

By:   
Engineer (Authorized Signature)

Name: Angela Comstock, P.E.

**ACCEPTED:**

By: \_\_\_\_\_  
Owner (Authorized Signature)

Name: \_\_\_\_\_

**ACCEPTED:**

By:   
Contractor (Authorized Signature)

Name: Shem Johnson

**Moyie Dam Concrete Rehabilitation Project - Change Order 1 Breakdown**

**Prepared by Angela Comstock, P.E. 8/31/21**

<b>Item</b>	<b>Description</b>	<b>Bid Quantity</b>	<b>CO Quantity</b>	<b>Bid Price</b>	<b>Net Change</b>
SP-2.A	Schedule A - Concrete Rehabilitation (Plan Quantity)	154 CY	8 CY	\$3,500	\$28,000
SP-2.C	Schedule C - Concrete Rehabilitation (Plan Quantity)	70 CY	14 CY	\$3,500	<u>\$49,000</u>
				<b>Change Order 1 Total</b>	<b>\$77,000</b>



# MEMO

CITY OF BONNERS FERRY  
CITY ENGINEER

---

Date: August 2, 2021  
To: City Council  
From: Mike Klaus, City Engineer  
Subject: Sewer Department - Lift Station #1

The City has budgeted for the replacement of Lift Station #1 (LS1) and sewer department staff has begun building the access to the new station site. I still believe that the amount originally budgeted for this project is valid at \$225,000. I have included the budget breakdown for the project with this memo. It should be noted that the pumps have already been purchased based on a prior Council approval, so the rest of the anticipated expenses total \$200,000.

Since this project is being completed mostly by City staff, I am asking that the Council authorize staff to spend up to \$200,000 to complete this project. Some of the purchasing will require contracts that need to be signed by the Mayor.

I request that the Council approve staff to spend up to \$200,000 on the project and authorize the Mayor to sign any contracts required for procurement of equipment, goods and services, in accordance with Idaho purchasing and procurement laws.

Please let me know if you have any questions.

Thank you,

Mike

## **Lift Station #1**

*Engineer's Estimate*

<b><u>Item</u></b>	<b><u>Units</u></b>	<b><u>\$/Unit</u></b>	<b><u>Quantity</u></b>	<b><u>Total</u></b>	
Pumps	EA	\$ 12,500	0	\$ -	Already purchased
Pump Basin	LS	\$ 110,000	1	\$ 110,000	
Electric and Controls	LS	\$ 20,000	1	\$ 20,000	
Back-up Generator	LS	\$ 20,000	1	\$ 20,000	
Piping, Valving & Manholes	LS	\$ 40,000	1	\$ 40,000	
Site Work	LS	\$ 10,000	1	\$ 10,000	
<b>Total</b>				<b>\$ 200,000</b>	



***RUEN-YEAGER & ASSOCIATES, INC.***  
*ENGINEERS ♦ PLANNERS ♦ SURVEYORS*

May 17, 2021

Lisa Ailport  
City Administrator  
City of Bonners Ferry  
P.O. Box 149  
Bonners Ferry, Idaho 83805

**Re: Contract Land Use Planner Rate Increase**  
**Project No.: S133016**

Dear Mrs. Ailport:

Ruen-Yeager & Associates, Inc. (RYA) would like to provide advance notice to you during your 2022 fiscal budgeting process that RYA is requesting a rate adjustment for its planning services.

RYA is proud of the quality planning services we have been providing to you and appreciate the cooperative relationship we have with you. The company successfully bridged the 2020 COVID-19 shutdown without any work stoppage because we invested in a cloud file service that allowed us to work from home or office and continue to process permits and address your needs.

RYA has been providing municipal contract land use planner services, which include experienced planners, clerical support, mapping and processing programs, electronic file storage, and office equipment. Since 2012, the services have been charged at a below market rate of:

Senior Planner \$65.00/hour  
Assistant Planner \$50.00/hour  
Permit Technician \$40.00/hour

RYA has maintained this consistent rate among all of our municipal clients in order to provide a uniform service to all of our communities.

Please accept this letter as notification of a rate adjustment to our contract planning services, effective October 1, 2021.

Senior Planner \$85.00/hour  
Assistant Planner \$60.00/hour  
Permit Technician \$45.00/hour  
Clerical (requested scanning and copying): \$35.00/hour plus cost of paper copies

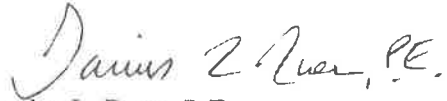
The adjustment is a result of increasing costs in providing quality responsive contract planning services.

Ruen-Yeager has added staff to meet the demands of our municipal clients and a growing Land Use Planning Department. We are confident in the value of our services and appreciate your understanding that this rate increase means we can continue to provide you with quality responsive services for the coming year.

*Contract Land Use Planner Rate Increase*  
*Project No. S133016*  
May 17, 2021  
Page 2

We value you as a client and want to continue serving you. If you have any questions or concerns about this increase, please don't hesitate to call.

Sincerely,  
**RUEN-YEAGER & ASSOCIATES, INC.**

A handwritten signature in cursive script that reads "Darius L. Ruen, P.E.".

Darius L. Ruen, P.E.  
Principal



**RUEN-YEAGER & ASSOCIATES, INC.**  
ENGINEERS ♦ PLANNERS ♦ SURVEYORS

**SUPPLEMENTAL AGREEMENT BETWEEN CLIENT AND CONSULTANT**

**PROJECT NAME:** City of Bonners Ferry Planning Services

**PROJECT NO:** S133016      **SUPPLEMENTAL NO:** 1

**DATE:** September 2, 2021      **PROJECT MANAGER:** CMM

**CLIENT:** City of Bonners Ferry  
P.O. Box 149, Bonners Ferry, Idaho 83805

**CONTACT:** Lisa Ailport, City Administrator      **PHONE:** \_\_\_\_\_

**DESCRIPTION OF CHANGES:**

Rate change effective October 1, 2021, in accordance with attached Contract Land Use Planner Rate Increase letter dated, May 17, 2021.

Time & Materials

Lump Sum

*THIS DOCUMENT WILL BECOME A SUPPLEMENT TO THE CONTRACT AND ALL PROVISIONS WILL APPLY HERETO.*

\_\_\_\_\_  
CLIENT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
RUEN-YEAGER & ASSOCIATES, INC.

\_\_\_\_\_  
DATE

## **Interim Employee Leave Policy Relating to the COVID-19 Pandemic**

The City of Bonners Ferry would like to address the areas of paid leave available to employees who need to be away from work during the COVID-19 pandemic. There have been some concerns with how an employee's PTO and/or sick bank time may be affected as we navigate COVID-19.

### **Eligibility:**

This policy is available to all full time hourly and salaried employees. ~~Additionally, seasonal or part time employees will benefit from portions of this policy as well.~~

This policy shall remain available to employees from the date of adoption by City Council through \_\_\_\_\_ City Council may, at their discretion, extend this policy to a future date. Council may also retract this policy, provided changes in the condition around the virus change.

### **I. Employees who Exhibit Flu Like Symptoms:**

Employees who exhibit symptoms of influenza-like illness at work are recommended to seek medical attention and strongly advised to be tested for COVID-19. Additionally, those employees, who exhibit symptoms of influenza-like illness during work, should leave the workplace and remain at home until they are symptom-free for at least 72 hours and/or provide medical clearance to the city. Further quarantining may be necessary and the employee, working with their Supervisor, shall determine the proper time frame for returning to work.

If an employee exhibits any of the following symptoms the city may recommend that the employee seek medical attention and strongly advise the employee to be tested for the COVID-19 (based on CDC website):

- Fever;
- Cough;
- Shortness of breath

### **II. Policy for use of Paid Time Off during COVID-19 Pandemic**

The following summarizes the varying degrees in which the COVID-19 virus will affect employees PTO and sick bank time.

- 1. Employees who are diagnosed with COVID-19:** This section is offered to any employee who is subject to a COVID-19 quarantine or isolation order. Any employee who is diagnosed with the COVID-19 and can demonstrate such diagnosis through proper medical testing is eligible for paid time off for a maximum 80 hours or 10 days to recover. ~~The city will not require the employee to use their PTO or sick bank time as part of this policy.~~



- a. **Exhaust all accrued PTO and Sick Bank time:** Employees are required to exhaust all PTO time and any banked sick time prior to being eligible for use of the additional 10 days of covid.
- b. **Returning to Work:** Employees who have contracted COVID-19 should remain at home until they are symptom-free for at least 72 hours ~~and provide medical clearance to the city.~~ Communication with the City shall occur via email or phone, as the employee is not encouraged to return to their place of work until compliance with this section.

## 2. Employees who are not diagnosed with COVID-19, but are not able to work.

Employees who are not diagnosed with a confirmed case of COVID-19, but unable to work under the following scenarios are granted two weeks of paid time off, or ten (10) working days away from their positions. ~~and the city will not require the employee to use their PTO or sick bank time.~~

~~This policy applies to both full time hourly employees, salaried employees, part time and seasonal employees. Part time employees shall receive a prorated share of time off that is reflected of their typical scheduled hourly week:~~

- Employee who have symptoms of the flu, but waiting on results for COVID-19 testing;
- Employee who have symptoms of the flu, but are not positive for COVID-19;
- Employees who are responsible for care giving for someone who has COVID-19;
- Employees who have come in contact with someone who is confirmed COVID-19;
- Employees who have been advised by a health care provider to self-quarantine due to COVID-19 concerns;
- An employee caring for a child whose school or place of care is closed or the child care provider of the child is unavailable, due to COVID-19 precautions.
- Employees who are quarantined at the direction of the city, via a Supervisor, City Administrator or the Mayor.
- Employees who provide written request for leave due to avoiding exposure to COVID-19 may be granted after approval by the Mayor.

### Confirmed COVID-19 Diagnosis

If during the time frame the employee does contract the COVID-19 then the employee shall be eligible for section 1 of this policy.

**Exhaust all accrued PTO and Sick Bank time:** Employees are required to exhaust all PTO time and any banked sick time prior to being eligible for use of the additional 10 days of covid.

**Returning to Work:** Employees who are exposed to someone who has COVID-19 and are not experiences symptoms must be symptom free for up to 72 hours prior to returning to work.

**3. Employees who are not diagnosed with COVID-19, but are not willing to work;**

Non-essential employees who choose not work due to personal choice or non-COVID related illness may use their PTO and/or sick bank as they normally would. The city will waive the three-day rule for use of sick bank time to be used for this purpose of self-quarantining.

Designated highly skilled and essential employees- per previous adopted policy by city council include those who work in the electrical department, at the Moyie Dam and the water treatment facility. These employees will need to coordinate with their supervisor to be eligible for this section of the policy.

Essential employees whose work includes maintaining safety of human life or the protection of property will also need to coordinate with their supervisor to ensure that public health and safety are maintained. These employees include the Police Department and Fire Department.

Absence Request Forms should still be sent to supervisors with the appropriate leave hours. A leave request form will be provided by the City.

**III. Policy Applies to Employees who have not used interim leave in the last 18 months**

It is the intent of this policy to be an extension of the previous interim policy for employees who had not used or benefited from it. In that capacity, this policy is only available for those employees who have not used it within the last 18 months.