

## **Welcome to tonight's City Council meeting!**

The elected officials of the City of Bonners Ferry appreciate an involved constituency. Testimony from the public is encouraged for items listed under the Public Hearing portion of the agenda. Any individual may address the council on any issue, whether on the agenda or not, during the Public Comments period. Individuals addressing the Mayor and Council during Public Comment should refrain from using that time to address the performance of or to make complaints about a specific employee. Public participation during the business portion of the meeting will generally not be allowed, with the discretion left to the Mayor and Council. Special accommodation 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  
June 18, 2024  
6:00 pm**

**Join video Zoom meeting:** <https://us02web.zoom.us/j/176727634>

**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 Engineer-Administrator/Urban Renewal District/SPOT/Golf/EDC

### **CONSENT AGENDA – {action item}**

1. Call to Order/Roll Call
2. Approval of Bills and Payroll

### **NEW BUSINESS**

3. **CITY- (action item)** [attachment]-Consider approval of revised contract with SCAA.
4. **POLICE- (action item)**- Consider approval of COPS grant application for new equipment.
5. **CITY- (action)** [attachment]- Consider approval of contract with Sewell and Associates for structural design assistance.
6. **Executive Session-** pursuant to Idaho Code 74-206, (f): To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet

being litigated but imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement.

## **ADJOURNMENT**

Those who wish to address City Council during the council meetings are encouraged to adhere to the guidelines below.

### **Public Comment Guidelines:**

Speakers are encouraged to:

- State their name and city of residence.
- Focus comments on matters within the purview of the City Council.
- Limit comments to three (3) minutes or less.
- Those who wish to speak should sign up on the sheet provided by the Clerk.
- Practice civility and courtesy.
- City leaders have the right and the responsibility to maintain order and decorum during the meeting.
- Time may be curtailed for those speakers whose comments are disruptive in nature.
- Refrain from comments on issues involving matters currently pending before the City's Planning and Zoning Commission or other matters that require legal due process, including public hearings, City enforcement actions, and pending City personnel disciplinary matters.
- Comments that pertain to activities or performance of individual City employees should be shared directly with the employee's supervisor or with the Mayor and should not be the subject of public comment.

## **AGREEMENT FOR SHELTER SERVICES**

This Agreement is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2024, 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 \$996.68 per month. The contract fee shall increase automatically by three percent (3%) per annum, beginning on October 1.

### **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 (if required by SCAA). 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.

B. Seized Animals

Any animal that is seized by law enforcement pursuant to Idaho Code 25-3520B, shall be held by SCAA during the pendency of forfeiture proceedings filed with the Court.

CITY shall inform SCAA within the five (5) day holding period whether a Petition to Forfeit will be filed. If a Petition is not filed, the owner of the seized animal may collect the animal in accordance with SCAA policy. If such Petition is filed and denied, the owner may collect the animal.

The CITY will request restitution from the owner through the court proceedings for each day the animal is housed by SCAA beyond the five day window while the forfeiture proceedings are pending at the rate of twenty-five dollars (\$25.00) per day.

**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. 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 as recommended by the

veterinarian prior to impound, or in extreme cases, considered for other disposition.

- C. 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 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, if any exist. 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. 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, if any.
- B. SCAA shall maintain CITY records on a yearly 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 from the date of signing and automatically renew yearly on October 1<sup>st</sup>. Should one party wish to terminate the Agreement, the procedure shall be as outlined below in 9A and 9B 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.
- 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. 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: \_\_\_\_\_  
Rick Alonzo, Mayor

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

ATTEST:  
  
\_\_\_\_\_  
Deby Garcia, Clerk

WITNESS:  
  
\_\_\_\_\_

**KEVIN T. AKESSON, PE, SE**  
**James A. Sewell and Associates, LLC**

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**Education:**

B.S., Civil Engineering, Washington State University, 1988  
M.S., Civil Engineering (Structural), Washington State University, 1993

**Registration:**

Professional Engineer - Washington (Civil & Structural #31917)  
Professional Engineer – Idaho (Civil & Structural #11674)

**Employment History:**

1988-1992: Structural Engineer, Boeing Commercial Airplane Group, Renton, Washington  
1992-1993: Graduate Assistant, Washington State University, Pullman, Washington  
1993-Pres.: Civil Engineer, James A. Sewell & Associates, LLC, Newport and Spokane, Washington

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**Related Experience:**

Planning, design and construction management for various projects for municipal and private agencies including the following:

- |  |   |
|--|---|
| <input type="checkbox"/> <b>Cutter Theatre</b>                               | ▪ 2023-2024, Roof Inspection and Report, Wall Damage Inspection and Report  |
| <input type="checkbox"/> <b>Sumner Physical Therapy</b>                      | ▪ 2024, Training Building Expansion Preliminary Design  |
| <input type="checkbox"/> <b>Town of Metaline Falls</b>                       | ▪ 2023-2024, Wastewater Pump Station Emergency Slope Reconstruction   |
| <input type="checkbox"/> <b>Safran Cabin Materials</b>                       | ▪ 2024, Hazmat Storage Building Foundation Design   |
| <input type="checkbox"/> <b>Prescott Joint Park and Recreation District</b>  | ▪ 2022, Prescott Pool Structural Inspection and Report  |
| <input type="checkbox"/> <b>Sonderen Packaging</b>                           | ▪ 2022, Industrial Building Mezzanine Structure Design  |
| <input type="checkbox"/> <b>Spokane Slavic Baptist Church</b>                | ▪ 2022-2024, 70’x120’ Church Camp Gymnasium Building Design, Conditional Use Permit Assistance, Building Permit Assistance, Fire Safety Plans |
| <input type="checkbox"/> <b>Hall Construction</b>                            | ▪ 2021, Newport School District Entrance Roof Design  |
| <input type="checkbox"/> <b>Craig’s Automotive</b>                           | ▪ 2017-2022, Commercial Building Damage Inspection and Expert Witness Consultation  |
| <input type="checkbox"/> <b>Vaagen Brothers Lumber, Inc.</b>                 | ▪ 2020-2021, Sherry Lake Retreat Remodel Structural Design  |
| <input type="checkbox"/> <b>Crystal Mountain Resort</b>                      | ▪ 2018-2020, Wastewater Headworks Building Design and Structural Observation, Water Storage Reservoir Design and Structural Observation       |
| <input type="checkbox"/> <b>Ancient Lake Wine Company</b>                    | ▪ 2014-2018, Commercial Winery Concrete Structure Design  |
| <input type="checkbox"/> <b>Pend Oreille Valley Railroad</b>                 | ▪ 2017, Blast Booth Shop Addition Design and Contract Administration  |
| <input type="checkbox"/> <b>Bonnors Ferry Redi Mix</b>                       | ▪ 2017, Concrete Batch Plant Foundation Design  |
| <input type="checkbox"/> <b>Town of Cusick, Washington</b>                   | ▪ 2017, Storage Building Design   |
| <input type="checkbox"/> <b>City of Sandpoint, Idaho</b>                     | ▪ 2016, Memorial Field Grandstand Structural Design   |
| <input type="checkbox"/> <b>Ken and Shannon Sheckler Newport, Washington</b> | ▪ 2015, Barn and Shop Buildings Change of Use Certification   |
| <input type="checkbox"/> <b>Zodiac Aerospace</b>                             | ▪ 2015, Newport Building explosion damage consultation and structural repair design   |
| <input type="checkbox"/> <b>Newport Hospital and Health Services</b>         | ▪ 2015, Residential Structure Floor Framing Inspection and Report   |
| <input type="checkbox"/> <b>Paul Zasada</b>                                  | ▪ 2015, Pend Oreille County Environmentally Sensitive Area Inspection and report  |
| <input type="checkbox"/> <b>Kalispel Tribe of Indians</b>                    | ▪ 2014, Pow Wow Grounds Canopy Structure Inspection and Evaluation  |
| <input type="checkbox"/> <b>C&amp;D Zodiac</b>                               | ▪ 2013, Industrial Building Bearing Wall Opening Design and Fall Restraint Design   |





- ❑ **Pend Oreille County**                   ▪ 2013, Hall of Justice Roof Structure Modification Design and Inspection for HVAC System Modifications
- ❑ **Crystal Mountain, Inc.**               ▪ 2012 – 2013, Wastewater Treatment Plant Headworks Building Design
- ❑ **Crystal Mountain, Inc.**               ▪ 2012, Wastewater Treatment Plant Main Building Design and Inspection
- ❑ **Pend Oreille County Fire District #4**       ▪ 2011, Roof Structure Remodel Consultation
- ❑ **Kalispel Tribe of Indians**           ▪ 2011, Public Safety Building Roof Modification Design
- ❑ **Mullen Hill Mobile Home Park**       ▪ 2011, Wastewater Treatment Plant Design
- ❑ **Pend Oreille County**                   ▪ 2010, Counseling Center Basement Remodel Design
- ❑ **Newport Community Hospital**       ▪ 2010, Oxygen Storage Area Structural Inspection and Report
- ❑ **Boundary County Historical Society**   ▪ 2010, Boundary County Museum Building Structural Inspection and Report
- ❑ **Pend Oreille Mini-Storage, Newport, Washington**   ▪ 2010, Commercial Mini-Storage Building Design
- ❑ **Rusty and Sonya Hargrove Newport, Washington**   ▪ 2009, Barn Structure Change of Use Structural Certification
- ❑ **Beyond Hope Estates, Hope, Idaho**       ▪ 2009, Subdivision Well House and Storage Tank Structural Design
- ❑ **Pend Oreille County**                   ▪ 2009, Jail Sally Port Structure Snow Damage Assessment, Structural Repair Analysis, Design, and Inspection
- ❑ **Steinbach Construction, Colville, Washington**   ▪ 2008, Northeast Washington Fair Beef Barn Foundation design.
- ❑ **City of Deer Park, Washington**       ▪ 2007, Office Building Remodel design
- ❑ **Lighthouse Dressing, Sandpoint, Idaho**       ▪ 2007, Industrial Mezzanine Floor Addition design.
- ❑ **Kootenai Community Church, Kootenai, Idaho**       ▪ 2006, Building and foundation design.
- ❑ **Topline Truss, Hayden, Idaho**       ▪ 2005, Truss Manufacturing Building design.
- ❑ **Baney Corporation, Boise, Idaho**       ▪ 2004, 132 Unit Motel, Boise, Id. Structural design, plan preparation and plumbing design.
- ❑ **Northwest Lincoln County Regional Public Dev. Authority, Creston, WA**   ▪ 2003, Feed Mill Building design and specification.
- ❑ **Odessa Public Development Authority, Odessa, Washington**   ▪ 2001 – 2002, Grass Seed Cleaning Facility design and specification, Seed Storage Facility design and specification, Tile Manufacturing Building design and specification.
- ❑ **Packer Aircraft, Sandpoint, Idaho**       ▪ 2002, Airplane hanger steel building foundation design and interior office area framing design.
- ❑ **Bonner County, Idaho**               ▪ 1994 – 2003, Road District #2 Shop Remodel, Priest River, Id. – remodel design, door installation design and contract administration, electrical system modification contract administration. New Shop/Truck Maintenance Building, Priest River and Sandpoint, Id. – building and structural design. New Truck Wash Bay, Sandpoint, Id. – building and structural design. New Vehicle Storage Building, Sagle, Id. – building design. Shop Building Hoist Structure Analysis, all three Road & Bridge Shops.
- ❑ **Public Utility District No. 1 of Pend Oreille County, Pend Oreille County, Washington**   ▪ 1993 – 2000, Administrative Building Addition, Newport WA, New Line Operations Buildings in Newport and Ione, WA, Communications Buildings in Newport, Diamond Lake, Cusick and Ione, WA – structural design and drawing preparation.
- ❑ **Pneumex, Sandpoint, ID**               ▪ 2000, Industrial Building Design



- ❑ **Club Energy Health Club, Newport, Washington**
  - 1997 – 1999, Original building renovation and addition, structural design and drawing preparation. Racquetball court addition, building and structural design and drawing preparation.
- ❑ **Pend Oreille County Fire District No. 7**
  - 1998, Wood Framed Building design, construction management and inspection of new fire station.
- ❑ **Spangle Fire Station, Spangle Washington**
  - 1995, Pole framed metal building and site plan design.
- ❑ **Bonner County School District, Bonner County, Idaho**
  - 1996, Priest River Elementary School roof structure analysis and re-roof construction management.
  - 1996, Priest Lake Elementary School gymnasium roof structural analysis and replacement design.
- ❑ **Pend Oreille County**
  - 1997, Jail Sally Port metal roof structure failure investigation. Roof structure repair analysis, design, and inspection.





# JAMES A. SEWELL & ASSOCIATES, LLC

## 2024 General Fee Schedule

Hourly rates shall not exceed the following:	
<u>Personnel</u>	<u>Hourly Rate</u>
Principal Professional Engineer, PE	\$ 160.00
Professional Civil Engineer, PE	\$ 143.00
Civil Engineer In Training, EIT	\$ 110.00
Civil Engineering Technician	\$ 93.00
Land Use Planner	\$ 100.00
Professional Land Surveyor, PLS	\$ 165.00
Land Survey Project Manager/Technician	\$ 108.00
1 - Person Survey Crew	\$ 120.00
2 - Person Survey Crew	\$ 160.00
3 - Person Survey Crew	\$ 190.00
Computer Aided Drafting Technician	\$ 88.00
Certified Construction Inspector	\$ 93.00
Certified Building Inspector	\$ 90.00
Administrative Support	\$ 70.00

Ground transportation shall be charged from and to the office, plus travel time at the hourly rates listed above. Other out of pocket reimbursement required for the job will be charged at the actual cost.

Services that may be provided will be charged as follows:			
<u>Reimbursable Expenses</u>	<u>Cost</u>	<u>Reimbursable Expenses</u>	<u>Cost</u>
Wide Format Bond Copies	\$ 0.50sq. foot	Mileage	\$ 0.85 mile
Wide Format Color Copies	\$ 1.25 sq. foot	Nuclear Densometer w/out operator	\$ 20.00 hour
Wide Format Mylar Copies	\$ 3.50 sq. foot	Proctor Soil Test	\$ 150.00 each
Copies, 8½x11, 8½x14	\$ 0.20 each	Sieve Analysis Soil Test	\$ 125.00 each
Copies, 8½x11, 8 ½x14 Double Sided	\$ 0.25 each	RTK GPS System	\$ 30.00 hour
Copies, 11x17	\$ 0.40 each	Robotic Survey System	\$ 30.00 hour
Copies, 11x17 Double Sided	\$ 0.50 each	Rebar Property Marker	\$ 5.00 each
Color Copies, 8½x11, 8½x14	\$ 0.35 each	Aluminum Monuments	\$ 25.00 each
Color Copies, 8½x11 Double Sided	\$ 0.40 each	Steel Fence Posts	\$ 5.00 each
Color Copies, 11x17	\$ 0.70 each	Wood Lath	\$ 0.60 each
Color Copies, 11x17 Double Sided	\$ 0.80 each	Stakes/Hubs	\$ 0.30 each

### James A. Sewell & Associates, LLC

Newport Office - 600-4<sup>th</sup> Street West, Newport, WA 99156 (509)447-3626 (208)437-2641

Sandpoint Office – 1319 North Division Avenue, Sandpoint, ID 83864 (208)263-4160

Spokane Office – 400 South Jefferson Avenue, Suite 452, Spokane, WA 99204 (509)747-5794

Website [www.jasewell.com](http://www.jasewell.com) – Email [admin@jasewell.com](mailto:admin@jasewell.com)

# CONTRACT FOR STRUCTURAL DESIGN REVIEW SERVICES

CITY OF BONNERS FERRY, IDAHO/JAMES A. SEWELL & ASSOCIATES, LLC

**THIS AGREEMENT**, beginning on the \_\_\_\_ of \_\_\_\_\_, **2024**, is hereby made by and between the City of Bonners Ferry, Idaho, a municipal corporation of the State of Idaho, herein called “the **CITY**” and James A. Sewell & Associates, LLC, a Washington Limited Liability Company authorized to provide services in Idaho, “the **CONTRACTOR**,” to wit:

**WHEREAS**, the **CITY** has adopted building codes that are enforced within its incorporated city limits to ensure that building structures and other structures regulated by the adopted building codes meet the structural performance and safety standards established by the adopted codes; and;

**WHEREAS**, the **CITY** desires to enhance public safety by providing a mechanism for the independent verification that structural designs generally conform with the adopted building code structural provisions and by providing a process for the discovery and correction of building structure designs that fail to meet the adopted building code structural design requirements, and;

**WHEREAS**, the **CITY** desires to engage the **CONTRACTOR** for reviewing structural designs for compliance with building code structural design provisions, and;

**WHEREAS**, the **CONTRACTOR** desires to provide said services in order to assure that the designs of structures proposed to be constructed within the incorporated city limits of Bonners Ferry, Idaho comply with the adopted building code structural design provisions:

**NOW, THEREFORE**,

**IT IS HEREBY AGREED** that the **CONTRACTOR** will provide Structural Design Review services to the **CITY** pursuant to the following terms and conditions:

1. **STRUCTURAL DESIGN REVIEWER QUALIFICATIONS** – The Structural Design Reviewer shall be a direct employee or member of James A. Sewell and Associates, LLC and shall be licensed as a professional engineer by the Idaho Board of Professional Engineers and Professional Land Surveyors in the area of civil engineering and/or structural engineering. The Structural Design Reviewer shall have at least 10 years of experience designing structures in the North Idaho region.

Unless otherwise agreed to by the **CITY** and **CONTRACTOR**, the structural design reviewer shall be:

Kevin T. Akesson, P.E., S.E.

2. **SCOPE OF SERVICES** – The **CONTRACTOR** shall provide structural design review services as generally outlined below:
  - A. Coordinate with the city building official and the design engineer of record (EOR), as necessary, to receive complete structural design submittal documents for review and to obtain a sufficient understanding of design assumptions or interpretations; design approaches; standards; computer programs used; special design considerations; and any other items pertinent to a correct understanding of the structural design.
  - B. Provide a thorough, technical and impartial review of structural design documents for compliance with adopted building code structural provisions. Review shall be limited to objective acceptability and shall not recommend or advocate design changes based on personal preference.
  - C. Upon completion of the review, the structural design reviewer shall discuss their findings with the EOR to attempt to reach agreement on all points where the reviewer has concerns about the adequacy of the design.
  - D. Prepare a report of the structural design review findings and recommendations for any design modifications.

- E. Coordinate with EOR and building official to resolve any conflicting technical opinions between the EOR and the structural design reviewer in a manner that minimizes additional costs and disruption of project schedule. Review and reply to responses from EOR regarding unresolved structural design issues until all issues are resolved.
- F. Specific technical structural review elements shall generally be the items listed below:
  - Loading determination,
  - Geotechnical data and reports,
  - Structural serviceability calculations,
  - Structural system adequacy for resisting required loading (member sizes, connections, and material parameters),
  - Appropriateness of foundation type and design,
  - Structural detailing meeting system specific code requirements,
  - Verification that structural drawings and specifications incorporate analysis and design results,
  - Adequate specification of materials testing and special inspection requirements.
- G. Structural components that have proprietary designs are excluded from the structural design review process, except for verification of third-party analysis and testing results that indicate acceptability for use in the proposed application. Third-party organizations for analysis and testing of structural elements must be approved by the building official for analysis and testing results to be valid.

3. **CONTRACTOR'S RESPONSIBILITY –**

- A. The responsibility for the structural design remains fully with the EOR as the **CONTRACTOR** has no contractual ability to revise or prepare contract documents on projects for which he is the structural plan reviewer.
- B. The **CONTRACTOR'S** responsibility is to determine whether the structural plans and specifications conform to the applicable **CITY** adopted building code structural provisions by providing a thorough, technical and impartial review of structural design documents to be provided by the EOR.
- C. The **CONTRACTOR** shall endeavor to reach an agreement with the EOR for recommended design modifications. Completing modifications to the design is not the responsibility of the **CONTRACTOR**. **CONTRACTOR** will coordinate with EOR and building official in attempts to resolve questions about the design.
- D. If there appear to be irreconcilable differences of opinion between the EOR and the **CONTRACTOR** regarding the **CONTRACTOR'S** recommendation, the **CITY** and the EOR may agree that the EOR will proceed with the design without accepting the **CONTRACTOR'S** recommendation in question, taking full professional responsibility for the design. Alternatively, the **CITY** may request that the Project Owner retain independent expert advisor(s) to examine matters still at issue and make recommendations to **CITY** and EOR for resolution. If EOR accepts the expert recommendations (whether they are in accordance with the original **CONTRACTOR'S** recommendations or not), EOR shall incorporate the recommendations into the design documents and take full professional responsibility for the design. If EOR does not accept the recommendations of **CONTRACTOR** and the expert(s), **CITY** may either (1) allow EOR to proceed without accepting the recommendations, or (2) request the Project Owner to make arrangements consistent with applicable legal, contractual, and ethical requirements for a new design professional to prepare design documents for the components or part of the Project in question to meet the recommendations of **CONTRACTOR** or independent expert advisor in order to obtain a building permit. Final design documents will be required to make clear the separate and distinct professional responsibility of the EOR and the new design professional.

4. **INDEMNIFICATION –** It is understood and agreed that the structural design review services completed by the **CONTRACTOR** are undertaken to enhance the quality of structural designs within the city and to provide additional assurance regarding the performance of permitted structures. Although the **CONTRACTOR** will exercise usual and customary professional care in providing structural design review

services, the responsibility for the structural designs remains fully with the design Engineer of Record (EOR). Accordingly, the **CITY** agrees to indemnify and hold the **CONTRACTOR** harmless from and against any and all claims, liabilities, demands, losses, damages, and costs (collectively, "Losses"), including but not limited to costs of defense, arising out of or in any way connected with structural projects completed within the city for which the **CONTRACTOR** provides structural plan review services, excepting only those losses arising out of the sole negligence of the **CONTRACTOR** established by the court of law.

The **CONTRACTOR** agrees to indemnify and hold the **CITY** harmless and blameless for any injury to person or property and defend any suit in which the **CITY**, its agents, officers or employees are named as parties resulting from the performance by the **CONTRACTOR**, its agents, officers or employees described by this Contract.

## 5. CITY'S RESPONSIBILITIES

- A. The **CITY** shall designate a person to act as the city's representative with respect to this Agreement. Such person shall have authority to transmit instructions, receive information, and interpret and define the **CITY'S** policies and decisions with respect to the Engineer of Record's and **CONTRACTOR'S** services pertaining to structural design reviews.
- B. The **CITY** shall receive copies of all necessary structural design submittals in accordance with their building department processes and in accordance with the requirements of the current adopted edition of the International Building Code. The **CITY** shall transmit copies of the structural design submittals to the **CONTRACTOR** in a timely manner.
- C. The **CITY** shall examine all reports and other documents presented by the **CONTRACTOR**.
- D. The **CITY** shall render necessary decisions pertaining to structural plan reviews in writing and in a reasonable amount of time.
- E. The **CITY** shall furnish additional information or direct the **CONTRACTOR** to obtain necessary additional information as required to complete the structural plan reviews.
- F. The **CITY** shall participate in discussions required to facilitate agreement between the Engineer of Record and the **CONTRACTOR** when there are differences regarding structural design recommendations.
- G. The **CITY** shall proceed with resolution of any irreconcilable differences between the Engineer of Record and the **CONTRACTOR** as stated in the **CONTRACTOR'S RESPONSIBILITY** section above.
- H. The **CITY** maintains responsibility over all building official authority within city limits in accordance with the City Code of Bonners Ferry and in accordance with Idaho State Law. This **CITY** responsibility includes building inspection and enforcement to verify and ensure that project implementation is in accordance with the approved structural design documents in accordance with the adopted building code.
- I. The **CITY** shall compensate the **CONTRACTOR** as indicated below for acceptable services rendered.

## 6. COMPENSATION OF CONTRACTOR

- A. The **CITY** shall compensate the **CONTRACTOR** for the services outlined above on an hourly basis at the Principal Professional Engineer rate indicated on the **CONTRACTOR'S** current General Fee Schedule. Reimbursable materials and mileage shall be compensated at the rates shown on the **CONTRACTOR'S** current General Fee Schedule. The aggregate annual amount for the services outlined above shall not exceed **\$20,000** per year without written mutual agreement by both parties. Billing rates may be adjusted annually upon mutual consent of the **CITY** and the **CONTRACTOR**.
- B. The **CONTRACTOR** shall be paid as work progresses. The **CONTRACTOR** shall submit invoices to the **CITY** for every month wherein structural plan review services are provided. Invoices will be submitted to the **CITY** in the month after the month that the services were rendered. Those invoices are due and payable within 30 days after receipt of the invoice.

- C. If the **CITY** disputes a **CONTRACTOR'S** invoice, either as to the amount or entitlement, then the **CITY** shall promptly advise the **CONTRACTOR** in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion in accordance with Section 6. B. above.
- D. In the event of termination, payment due the **CONTRACTOR** will be based on the services rendered and reimbursable expenses incurred through the effective date of termination.
7. **CONTRACT PERIOD** – The **CITY** shall review the services rendered by the **CONTRACTOR** and shall review the contract for services with the **CONTRACTOR**, on an annual basis at a regularly scheduled City Council meeting in January. The contract shall be automatically renewed on a year-by-year basis, unless the **CITY** acts to terminate the contract.
8. **TERMINATION** – Either party may terminate the Contract for any reason by giving sixty (60) days written notice to the other party.
9. **RECORDS** – The **CONTRACTOR** shall maintain structural design review records on file for a period of at least 5 years following the date of completion of each structural design review. Upon request of the **CITY**, the **CONTRACTOR** shall make such records available to the **CITY** at cost.
10. **INTEGRATION AND MODIFICATION** – This Contract represents the entire agreement of the parties and no other oral or written representation shall be considered part of this agreement. Modification of this agreement shall only be made by mutual agreement in writing and executed by the **CONTRACTOR** and the **CITY**.
11. **INDEPENDENT CONTRACTOR STATUS** – The parties to this Contract intend that the relationship between them created by this Contract is that of employer-independent contractor. No agent, employee or servant of the **CONTRACTOR** shall be or shall be deemed to be the employee, agent or servant of the **CITY**. The **CITY** is interested only in the results obtained under this Contract; the manner and means of the conduction of the work is under the sole control of the **CONTRACTOR**. None of the benefits provided by the **CITY** to its employees, including, but not limited to, worker compensation insurance and unemployment insurance are available from the **CITY** to the employees, agents or servants of the **CONTRACTOR**. The **CONTRACTOR** will be solely and entirely responsible for its acts and the acts of its agents, employees and servants during the performance of this **CONTRACT**. No statement or representation, express or implied, by the **CONTRACTOR**, its agents, employees or servants shall be deemed the statement or representation of the **CITY**, and the **CITY** shall not be bound by any such statement or representation by the **CONTRACTOR**, its agents, employees, or servants.
12. **CONFLICT OF SERVICES** – The **CONTRACTOR** shall not provide building structural design services within the private sector for a building project, and then also provide structural plan review and/or building inspection services within the public sector for the same building project within the city, unless written approval is obtained from both the private party and the public entity for which the services will be completed. Approval can be extended on an annual basis to all building projects completed by a particular private party within a one-year period, as long as the written approval states the same and states the private party's name and the dates for which the approval is effective.
13. **DISPUTE RESOLUTION** – All claims, counterclaims, disputes, and other matters in question between **CITY** and **CONTRACTOR** arising out of this agreement that cannot be settled through good faith negotiations will be submitted to mediation as a prerequisite to the initiation of any other dispute resolution process. The mediator and procedures will be as mutually agreed upon or, if the parties fail to agree, the mediation will be administered under the rules of a national dispute resolution organization. Administrative and mediator fees and expenses will be paid by the parties in equal shares. If mediation is not successful in resolving a dispute, then **CITY** or **CONTRACTOR** may exercise its right at law.

14. **SURVIVAL** – Subject to applicable laws and regulations, all express representations, indemnifications, and limitations of liability included in this agreement will survive its completion or termination for any reason.
15. **SEVERABILITY** – Any provision or part of the agreement held to be void or unenforceable under any laws or regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon **CITY** and **CONTRACTOR**.
16. **NO WAIVER** – A party’s non-enforcement of any provision does not constitute a waiver of that provision, nor does it affect the enforceability of that provision or of the remainder of this agreement.

CITY OF BONNERS FERRY, IDAHO

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Mayor Rick Alonzo

Attest:

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Deby Garcia, City Clerk

JAMES A. SEWELL & ASSOCIATES, LLC

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Kevin T. Akesson, P.E., S.E.  
Title: Member