

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 Visitor Center
6373 Bonner St
267-3105
October 1, 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
3. Consider approval of the alcohol beverage license for Little Singing Goat LLC dba Grocery Outlet of Bonners Ferry and Hands Hidden Haven LLC dba Heart Rock Wines/Hidden Haven Sweets & Treats.
4. Approval of minutes for the 07/16/2024 Regular Council Meeting.

NEW BUSINESS

5. **PLANNING AND ZONING- (action item)** [attachment]- Aldairy Estates Subdivision (formerly Judy's Subdivision) File #S03-23, a 5-lot residential subdivision off Alderson Lane:
 - a. Consideration of surety bond for completion of improvements after final plat approval in the amount of 150% of estimated cost to complete
 - b. Consideration of warranty bond for completed improvements in the amount of 25% of total cost of improvements

- c. Acceptance by city council of completed public improvements
 - d. Approval of final plat and authorization by council for mayor and city clerk to sign the final plat
6. **POLICE- (action item)** (attachment)- Consider authorizing the mayor to sign the MOU for an additional SRO for the Boundary County School District for the term of September 1, 2024, to August 31, 2027.
 7. **POLICE- (action item)** [attachment]- Consider approval to apply for the Edward Byrne Memorial Justice Assistance Grant Program for Radios.
 8. **POLICE- (action item)**– Consider approval to advertise for a Police Officer position.
 9. **FIRE- (action item)** [attachment]- Consider approval to apply for a grant from the Department of Lands for Pagers in the amount of \$6060.00 with a match of 10%.
 10. **ELECTRIC – (action item)** [attachment] – Consider approval of tree trimming contract with Deaton Tree Service.
 11. **ELECTRIC – (action item)** [attachment] – Consider approval of tree trimming contract with Eby Tree Service.
 12. **ELECTRIC – (action item)** [attachment] – Consider approval of power pole replacement contract with International Line Builders.

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.

No. 2024-02

City of Bonners Ferry

2024

RETAIL ALCOHOL BEVERAGE LICENSE

THIS IS TO CERTIFY THAT **Little Singing Goat LLC** doing business as **Grocery Outlet of Bonners Ferry** is licensed to sell Alcoholic Beverages as stated below, subject to the provisions of Chapter 23-903 and 23-916 Idaho Code Annotated, the laws of the State of Idaho, and Municipal Ordinances on file in the Office of the City Clerk, in regard to the sale of alcoholic liquor within the corporate limits of the City of Bonners Ferry, Idaho.

On Premises	
LIQUOR	
BEEER: Container Only	00.00
Draft/Container	00.00
WINE:	00.00
Off Premises	
BEEER: Container Only	25.00
Keg, Jug and Container	00.00
WINE	100.00
Transfer Fee – Liquor, Beer, Wine	00.00
TOTAL	125.00

APPROVED:

Mayor

ATTEST:

Clerk

Date

THIS LICENSE EXPIRES DECEMBER 31, 2024

This License Must Be Conspicuously Displayed

No. 2024-21

City of Bonners Ferry

2024

RETAIL ALCOHOL BEVERAGE LICENSE

THIS IS TO CERTIFY THAT **Hands Hidden Haven LLC** doing business as **Heart Rock Wines/Hidden Haven Sweets & Treats** is licensed to sell Alcoholic Beverages as stated below, subject to the provisions of Chapter 23-903 and 23-916 Idaho Code Annotated, the laws of the State of Idaho, and Municipal Ordinances on file in the Office of the City Clerk, in regard to the sale of alcoholic liquor within the corporate limits of the City of Bonners Ferry, Idaho.

On Premises	
LIQUOR	00.00
BEER: Container Only	00.00
Draft/Container	100.00
WINE:	100.00
Off Premises	100.00
BEER: Container Only	25.00
Keg, Jug and Container	00.00
WINE	100.00
Transfer Fee – Liquor, Beer, Wine	00.00
TOTAL	325.00

APPROVED:

Mayor

ATTEST:

Clerk

Date

THIS LICENSE EXPIRES DECEMBER 31, 2024

This License Must Be Conspicuously Displayed

MINUTES
July 16, 2024
6:00 pm

Mayor Rick Alonzo called the meeting to order at 6:00 pm and led the meeting in the Pledge of Allegiance. The council members present were Adam Arthur, Brion Poston, and Ron Smith.

Staff members present were City Engineer/Administrator Mike Klaus, Assistant Police Chief Jeremy Garrett, Golf Course Manager Ben Staples, and City Clerk/Treasurer Deborah Garcia

Members of the public present were Gerald Higgs and Elizabeth Benage

PUBLIC COMMENTS

Gerald Higgs stated that he wanted to congratulate everyone on a wonderful 4th of July event. He stated that it was the best parade he had seen, and he enjoyed seeing all the people.

Gerry wanted to bring two concerns to the council's attention. The first one was the hot rods doing burnouts. He is concerned about a car losing control and hitting a kid. The other issue is that now there are more people, they were stepping off the curb into the street. He wants to see crowd control keeping people on the sidewalks.

REPORTS

Police- Assistant Chief Jeremy Garrett reported that in the past two weeks there have been seven outside city requests from the county and ISP that the city police have responded to. Narcan was administered on two separate occasions to reverse actively overdosing effects brought on by Fentanyl. Forty traffic infraction violations were forwarded to the clerk's office, eighteen misdemeanor charges were forwarded to the prosecuting attorney and fifteen felony charges were forwarded to the prosecuting attorney.

Officer Garrett shared that the city police were approved for a grant for data pilot. It allows the police to download phones for free for the next two years. The software has been received and Officer Garrett has training coming up at the end of the month through Operation Underground Railroad. If the police force chooses to keep it after those two years, it will be \$2565.00 per year to keep the license active.

The radio grant was a flop because on the last page, it said you have to certify that you are on a granting list and the city of Bonners Ferry was not on the list.

Commissioner Ron Smith asked if there is any obligation past the two years and Officer Garrett responded that there are no commitment requirements.

Fire- No report.

City Engineer/Administrator- City Administrator, Mike Klaus shared that the staff is working on the budget to prepare for budget meetings. He is handing out binders tonight with draft budgets for general government, streets, police, and fire. Mike hopes to get more budgets out before the budget meeting.

Mike shared that there is an upcoming joint meeting on July 23rd with the city of Moyie Springs and Boundary County. There are eight or nine topics on the agenda.

Urban Renewal District- No report

SPOT- No report

Golf- Ben Staples reported that Mike Klaus has been great to work with and that he has great communication skills. Jen would also like Deby and Lara thanked for being so much help to her. Ben thanked the city for doing the windows and garage door.

The golf course did have someone try and break in through the basement. They ripped the deadbolt off the door. Cameras will be installed later this week to increase security. There was also a request made to the police for more patrols.

Financially, the golf course is pacing last year almost right on the money. They are currently 4-5 thousand ahead of last year on green fees. Mr. Staples shared that the golf course has several fundraisers coming up soon including Birdies for Brothers and there are also many tournaments coming up.

Mayor Alonzo, and Councilman Brion Poston stated how clean and nice they golf course and the clubhouse look.

City Administrator, Mike Klaus, brought up that the golf course air conditioning unit might need to have some work in the future. Mr. Staples shared that it was leaking and had a clogged pipe that was fixed by AGE. AGE stated that the unit does not have much more life in it.

EDC- No report

CONSENT AGENDA – {action item}

1. Call to Order/Roll Call
2. Approval of Bills and Payroll
3. Approval of minutes for 4/16/24 regular council meeting.

Result:	Approved
Moved by:	Adam Arthur
Seconded by	Ron Smith
Voted Yes	Brion Poston, Adam Arthur, Ron Smith
Voted No	
Absent	

NEW BUSINESS

4. **CITY- (action item)** [attachment]- Consider request from Elizabeth Benage for additional signage on Chinook St.

Ms. Benage stated that last time she was at the council meeting, she explained how she had made a 911 call because of someone speeding up and down Chinook Street. She is concerned because of the school bus stops and the fact that emergency vehicles use that street to go to the hospital. That road also has many walkers and bikers and lots of children.

Ms. Benage is asking for whatever the city can do to help get people to slow down. Councilman Poston stated that he would like something to be able to take photos of speeders in that area. She shared that the Kootenai River Run is coming up next weekend and she would hate to see any of those runners get hit by a car.

Mayor Alonzo shared that since Ms. Benage was in the last time, he had conversations with both the city administrator and the street superintendent and police chief. Collectively, they decided that when someone brings this sort of complaint to the city’s attention, they will look at the situation and come up with solutions. City Administrator, Mike Klaus is looking into solar powered speed limit signs to post in these dangerous areas.

Councilman Poston stated that he has also looked into the solar speed limit signs, and he thinks they are reasonably priced and definitely something we should implement. He has considered buying one himself for his street.

5. **GOLF- (action item)-** Consider donating the green fees to the Boundary County Victim Services from the Boundary County Victim Services Fundraiser Tournament on 09/14/2024.

Councilman Ron Smith stated that the golf course has donated toward fundraisers before, but he believes that the donation should come from the city's portion and not from the golf course manager's portion.

Mayor Alonzo stated that he has spoken to Becky James who is in charge of Boundary County Victim Services. Becky had met with Jen to discuss how this would play out. The agreement was that the city portion would be donated, and the managers would keep their portion.

Mr. Staples stated that he has one concern and that is how to decide which fundraisers to support.

Councilman Poston suggested talking to City Attorney, Andrakay Pluid to make sure there are no legality issues.

Mayor Alonzo stated that he thought it would be fine because the funds would be going from one government agency to another government agency.

Mayor Alonzo suggested tabling the issue until it can be run past the city attorney.

Ron Smith made a motion to give the city portion of the tournament to Boundary County Special Victim Services Fundraiser Tournament pending approval from city attorney, Andrakay Pluid. Brion Poston seconded the motion.

Result:	Approved
Moved by:	Ron Smith
Seconded by	Brion Poston
Voted Yes	Brion Poston, Adam Arthur, Ron Smith
Voted No	
Absent	

ADJOURNMENT

Mayor Alonzo adjourned the meeting at 6:27 pm.

Rick Alonzo, Mayor

Deborah Garcia, Clerk/Treasurer

**MEMORANDUM OF UNDERSTANDING 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, 2024.

WHEREAS, the School Resource Officer (hereinafter referred to as "SRO") program is a joint venture between City of Bonners Ferry, and Boundary County School District. This MOU is for the purpose of the agreement between the City of Bonners Ferry, a municipal corporation of the State of Idaho, through the Bonners Ferry Police Department and Boundary County School District 101.

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 or involving 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, the City of Bonners Ferry Police Department, and Boundary County Sheriff's Office (through a separate MOU). 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 AND COMPENSATION

- A. The term of this MOU shall begin on September 1, 2024 and end on August 31, 2027, 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.
- B. Compensation for the SRO position shall be funded by Boundary County School District through the acquisition of grant funding or other sources for a three (3) year term beginning on October 1, 2024, and continuing until the conclusion of the three year period. The School District will not be under a continuing obligation to provide funding for the position following the end of the three (3) year period. The School District will communicate with the Police Department the status of continuing funding opportunities as soon as practicable preceding the conclusion of this agreement.

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:

- Reduce incidents of school violence.
- Maintaining a safe and secure environment on school grounds.
- Reduction of criminal offenses committed by juveniles and young adults.
- Establish a rapport between the SRO and the student population.
- 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 emergency police response is necessary elsewhere in the City of Bonners Ferry.
- B. Supervision. The day-to-day operation of the SRO shall remain solely with the Bonners Ferry Police Department, and in no event will be considered an employee of the School District. The overall planning and goals of the SRO Program will consist of the School Superintendent, Police Chief, and Assistant Police Chief. The City SRO will complete reports and submit through their chain of command with the Bonners Ferry Police Department.

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:
 - 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.
 - Complete reports and investigate crimes committed on campus.

- 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.
- 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.
- The SRO will wear the Bonners Ferry Police Department issued uniform with all normal accessories and equipment, including a taser and firearm.
- 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.
- 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.
- 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.
- Provide information concerning questions about law enforcement topics to students and staff.
- 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.
- Prepare lesson plans necessary for approved classroom instruction.

- 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.
 - The SRO shall attend school special events as needed (for example: sporting events), dependent upon scheduling and funding availability.
 - SRO will occasionally make themselves available for attendance at Boundary County School Board meetings upon request.
 - 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: A point of contact for the School District to arrange special coverage needs, coordinating work assignments of the SRO Officers will be with the single designated point of contact agreed upon and designated by the agency head. The overall supervision and report reviews for the Bonners Ferry Police Department SRO will fall under their regular chain of command.
- C. SCHOOLS: The responsibilities of the schools will include but are not limited to:
- 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.
 - The School District shall provide the SRO with a set of master keys for all schools served by the SRO.
 - 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.
 - 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.
 - 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.

- Work cooperatively with the Police Department to make any needed adjustments to the SRO program throughout the year.
- 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.
- The School District shall work cooperatively with the City of Bonners Ferry to ensure continued, adequate funding of the SRO program.

SECTION 7. ENFORCEMENT

Although the SRO has been placed in a formal educational environment, the officer is 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 or Petitions requested, 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, in cooperation with the Boundary County Prosecutor’s Office. 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 8. TERMINATION

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

SECTION 9. 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 10. 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

City of Bonners Ferry

Willie Cowell, Chief of Police
7232 Main Street
PO Box 149
Bonners Ferry, ID 83805
wcowell@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: 9/20/24

CITY OF BONNERS FERRY:

Willie Cowell, Chief of Police

Date: _____

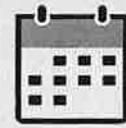
Rick Alonzo, Mayor

Date: _____

* Grant was awarded, so we may proceed with this contract.


BJA'S FY 2024 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM – LOCAL SOLICITATION

IMPORTANT DEADLINES



GRANTS.GOV:
OCTOBER 16, 2024

JUSTGRANTS:
OCTOBER 22, 2024

Who May Apply:

County, city, or township governments; Native American tribal governments (federally recognized); Special district governments

Why Apply:

Receive funding to support a range of program areas, including law enforcement, prosecution, indigent defense, courts, crime prevention and education, corrections and community corrections, drug treatment and enforcement, planning, evaluation, technology improvement, crime victim and witness initiatives, mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams, and implementation of state crisis intervention court proceedings and related programs or initiatives including, but not limited to, mental health courts, drug courts, veterans courts, and extreme risk protection order programs.

Maximum per Award:

Amount varies by category and eligible allocation amounts.

Examples of strategies/ activities that can be funded:

- Advance social reform efforts and effective criminal justice practices to enhance public trust.
- Promote equity and support for underserved communities, ensuring equal access to justice.
- Prevent and combat hate and bias-motivated crimes, as well as improve reporting of incidents.
- Coordinate with state attorneys and Project Safe Neighborhoods grantees to aid crime and violence reduction programs.
- Purchase drug-detection canines to combat the rise of drug trafficking, including methamphetamines.
- Deter, detect, and protect against threats of violence against election workers, administrators, officials, and others associated with the electoral process.
- Support public defense systems, including the hiring and retention of attorneys.
- Support reentry projects with the goal of improving outcomes for incarcerated individuals.



Where to get more information about this opportunity:

Visit bja.ojp.gov/program/jag/overview for more information about the program and <https://bja.ojp.gov/funding/opportunities/o-bja-2024-172239> for full funding information.

Tips for Success:

- **Start early!** To apply, you must first have a valid registration in the System for Award Management (SAM). **Registration and renewal can take up to 10 business days** to complete. Register at: sam.gov/content/home.
 - For **questions** about the program's requirements or the application process, see the full solicitation at: <https://bja.ojp.gov/funding/O-BJA-2024-172239.pdf> for information on whom to contact.
 - Visit **BJA Funding Webinars** at: bja.ojp.gov/events/funding-webinars and review the "Federal Funding Process: First Steps to Applying, How to Prepare Now, and Other Considerations."
 - **Subscribe:** for email notifications from BJA about funding opportunities and other news, visit bja.ojp.gov/subscribe-newsfrombja.
 - To be in the know about funding opportunities across the Office of Justice Programs, sign up to receive **JUSTINFO** at: www.ojp.gov/news/justinfo and/or the weekly **Funding News** at: public.govdelivery.com/accounts/USDOJOJP_COMMS/subscriber/new?topic_id=USDOJOJP_COMMS_25.
-

How to apply and when:

Submit a two-step application.

1. Register in [Grants.gov](https://grants.gov) and follow the prompts to submit two forms by October 16, 2024.
 2. Then complete the full application in [JustGrants.usdoj.gov](https://justgrants.usdoj.gov) by October 22, 2024. The application's major elements are:
 - a. The **proposal abstract** that summarizes the problem you wish to address with your project (no more than 400 words).
 - b. The **proposal narrative** that describes your project's strategies, activities, and major deliverables as well as your capacity to address the problem.
 - c. The **web-based budget** form that details how you will allocate the grant funds by task, date, and responsible person.
-

ABOUT BJA

BJA helps America's state, local, and tribal jurisdictions reduce and prevent crime, lower recidivism, and promote a fair and safe criminal justice system. BJA provides a wide range of resources—including grants, funding, and training and technical assistance—to law enforcement, courts and corrections agencies, treatment providers, reentry practitioners, justice information sharing professionals, and community-based partners to address chronic and emerging criminal justice challenges nationwide. To learn more about BJA, visit bja.ojp.gov or follow us on Facebook (www.facebook.com/DOJBJA) and X ([@DOJBJA](https://twitter.com/DOJBJA)). BJA is a component of the Department of Justice's Office of Justice Programs.



To Whom It May Concern:

Congratulations! The Department of Education received well-written SRO grant applications and the need for SROs in our schools is apparent. With that said, we are able to award all 27 applicants with SRO salary and benefits funding. Funding for school training materials and SRO training are not included.

This letter is to inform you that the SRO grant funding will be awarded for the 2024-2025 school year.

Year 1 Salary	*Year 2 Salary	*Year 3 Salary	Year 1 Benefits	*Year 2 Benefits	*Year 3 Benefits
\$58,040	\$59,780	\$61,575	\$39,000	\$40,000	\$42,000

***Pending appropriations and lack of required documentation from Year 1 may or may not impact funding for 2025-2026 & 2026-2027 school years**

You will want to start the process now to hire an SRO as soon as possible.

Finally, I will be hosting an upcoming webinar about reporting/documentation requirements. Your LEA will be required to submit quarterly invoices and documentation reports from SRO. More information to come.

Please don't hesitate to contact me and thank you for applying for this grant.

Sincerely,

Katie Watkins

**BUREAU OF FIRE
MANAGEMENT**
3284 W. Industrial Loop
Coeur d'Alene, ID 83815
Phone (208) 769-1525



STATE BOARD OF LAND COMMISSIONERS
Brad Little, Governor
Phil McGrane, Secretary of State
Raúl R. Labrador, Attorney General
Brandon D Woolf, State Controller
Debbie Critchfield, Sup't of Public Instruction

July 16, 2024

Bonnars Ferry FD
P.O. box 149
Bonnars Ferry, ID 83805

RE: 2024 Rural Fire Capacity Award Agreement

Dear David Winey:

Thank you for your interest in the Rural Fire Capacity (RFC) program. This grant is awarded in cooperation with USDA Forest Service State and Private Forestry under the authority of the Cooperative Forestry Assistance Act of 1978, Public Law 95-313, as amended through the *FY2023 and FY2024 Consolidated Payments Grants and the FY23 Bipartisan Infrastructure Law*. The Catalog of Federal Domestic Assistance (CFDA) number is 10.664.

The following items, **as detailed in your application**, were funded:

<u>PROJECT</u>	<u>GRANT AMOUNT</u>
Pagers	\$6060

If an award is made for Personal Protective Equipment, IDL will reimburse actual costs, or up to \$90, for each pair of pants and shirt. Any expenditure, from a third party, over and above this pricing **will not** be reimbursed. If you need assistance ordering items through the IDL Interagency Fire Cache, or have any questions regarding this award, please contact your local Idaho Department of Lands Area/District office or Timber Protective Association. When an RFC award is made in a specific category, items may only be bought within the specified category unless the deviation is approved in writing by October 1. Deviation may result in loss of eligibility of funds. **All orders to the Cache must be made by December 15.** Include a mailing and physical address for billing, reimbursement, and delivery.

When you have completed the project, please forward to your local IDL Area/District office or Timber Protective Association, the following documents:

- Signed copy of this Award Agreement Letter;
- Signed copy of the Request for Taxpayer Identification Number and Certification, **Form W-9**;
- Documentation demonstrating proof of payment (a bank statement showing the cleared check or credit card purchase or invoice showing total due is zero) and itemized invoices listing all items purchased, including those purchases demonstrating the 10% match requirement;
- Signed copy of the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
 - Form AD-1047 Certification Regarding Debarment, Suspension, and Other Responsibility Matters;
 - Form AD-1049 Certification Regarding Drug-Free Workplace Requirements;
 - Form AD-3030 Representations Regarding Felony Conviction;
- A printout of your UEI number from SAM.gov.

IDL cannot reimburse without these documents. **All requests for reimbursement must be submitted to your local IDL office before February 28, 2025. Dates of purchases must be made between the date of this award letter and prior to the February 28 deadline.**

Reimbursements: IDL shall make payment to Grantee on a reimbursement basis only. There can be no advances. IDL will reimburse allowable costs for those projects approved in the initial grant or modifications approved by both parties in writing.

Project Rules, Regulations, and Standards: This grant is subject to follow all applicable Office of Management and Budget (OMB) Circulars and Code of Federal Regulations (CFR) including (but not limited to): A-102, *Grants and Cooperative Agreements with State and Local Governments*; *Uniform Administrative Requirements for Non-Profits*, 2 CFR 215; *Uniform Federal Assistance Regulations*, 2 CFR Part 225 (OMB Circular A-87) *Cost Principles for State and Local Governments*; *Cost Principles for Non-Profit Organizations*, 2 CFR 230; and OMB Circular A-133, as implemented by USDA regulation 7 CFR 3052. All matching/cost-share contributions are subject to all relevant OMB Circulars and Code of Federal Regulations.

Financial Project Reviews and Audits: Grantee agrees to permit audits and post-audits by representatives of the State of Idaho and the USDA Forest Service of all records pertaining to the projects covered by this Agreement. Records must be kept for a minimum of three (3) years after completion date of the project.

Legal Authority: The Grantee shall have the legal authority to enter into this award, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the nonfederal share of project costs, when applicable.

Non-Liability: The US Forest Service and Idaho Department of Lands do not assume liability for any third-party claims for damages arising out of this award.

Idaho Department of Lands and US Forest Service Acknowledged in Publications, Audiovisuals, and Electronic Media: Grantee shall acknowledge support in any publications, audiovisuals, or electronic media developed as a result of this award by including a written or verbal statement such as: "Made possible by a grant from the Idaho Department of Lands in cooperation with the US Forest Service".

Nondiscrimination Statement – Printed, Electronic, or Audiovisual Media: Grantee shall, as a minimum, include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any federal funding. "This organization is an equal opportunity provider."

Modifications: Modifications within the scope of this grant shall be made only by written mutual consent, signed and dated by both parties, prior to any changes being performed. Idaho Department of Lands is not obligated to fund any changes not properly approved, in writing, in advance.

Signature of this Agreement by the Grantee ensures compliance with Federal and State requirements such as the following: equal employment opportunities exist, the workplace is drug/smoke free and promotes free speech and religious freedom, no funds will be used to lobby members of Congress, will avoid a conflict of interest, and no companies debarred from federally funded contracts will be used. Grantees are prohibited from using funds with entities requiring Internal Confidentiality Agreements, prohibited from Certain Telecommunications and Video Surveillance Services or Equipment (see 2 CFR 200.216 and Public Law 115-232, Section 889 for additional information), and have Whistleblower Protection (see 41 U.S.C. §4712 for additional information). The Grantee shall comply with all Federal and State statues relating to nondiscrimination and all applicable requirements of all other Federal Laws, Executive Orders, regulations, and policies. The responsibility lies with the Grantee to administer the program honestly and effectively, as the Grantee will be liable for any misappropriation or misuse of funds.

Failure to comply with the proposal or to meet the above requirements may result in grant cancellation or the retention of grant funds by IDL. Misrepresentation of fact in the application or reimbursement request may result in the revocation of the grant. IDL may require grant monies already dispensed to be returned.

The sections of this Agreement are presumed severable. If any section, or part thereof, or the application of any section to any person or circumstance is declared invalid, that invalidity does not affect the validity of any remaining sections.

IDAHO DEPARTMENT OF LANDS

GRANTEE:



Josh Harvey
Chief, Bureau of Fire Management

David Winey
Bonners Ferry FD



MEMO

CITY OF BONNERS FERRY
CITY ENGINEER/ADMIN

TO: Mayor and City Council
FROM: Mike Klaus, City Engineer/ Administrator
DATE: September 27, 2024
RE: Electric – Tree Trimming Contract with Deaton Tree Service

The City has budgeted \$200,000 in FY 2025 for tree trimming near powerlines. The electric department would like to get a start on this work as soon as possible, before winter.

Staff requests that Council approve the attached contract with Deaton Tree Service to trim trees near powerlines as needed in FY 2025 for the electric department not to exceed \$75,000.

Please contact me with any questions you may have regarding this proposal.

Mike

INDEPENDENT CONTRACTOR AGREEMENT

AGREEMENT made between City of Bonners Ferry, a political subdivision of the state of Idaho, herein "ENTITY" and DEATON TREE SERVICE, 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 services as directed by the City of Bonners Ferry Electrical Superintendent, at the labor and equipment rates listed in the attachment to this contract.

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

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

CONTRACTOR shall complete the work within the City's fiscal year 2025, that ends September 30, 2025.

3. **COMPENSATION:** ENTITY agrees to pay CONTRACTOR as compensation:

Total not to exceed \$75,000.00

4. **INDEPENDENT CONTRACTOR:** The parties agree that CONTRACTOR is the independent contractor of ENTITY and in no way an employee or agent of ENTITY and is not entitled to workers compensation or any benefit of employment with the ENTITY. ENTITY shall have no control over the performance of this Agreement by CONTRACTOR or its employees, except to specify the time and place of performance, and the results to be achieved. ENTITY shall have no responsibility for security or protection of CONTRACTOR'S supplies or equipment. CONTRACTOR agrees to pay and be responsible for all taxes due from the compensation received under this contract.

5. **WARRANTY:** CONTRACTOR warrants that all materials and goods supplied under this Agreement shall be of good merchantable quality and that all services will be performed in a good workmanlike manner. CONTRACTOR acknowledges that it will be liable for any breach of this warranty.

6. **INDEMNIFICATION:** CONTRACTOR agrees to indemnify, defend, and hold harmless ENTITY, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of CONTRACTOR, CONTRACTOR'S agents, employees, or representative under this agreement.

7. **INSURANCE:** CONTRACTOR agrees to obtain and keep in force during its acts under this agreement a comprehensive general liability insurance policy in the minimum amount of \$1,000,000 which shall name and protect CONTRACTOR, all CONTRACTOR'S employees, ENTITY and its officers, agents and employees, from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with the CONTRACTOR'S acts. CONTRACTOR shall provide proof of liability coverage as set forth above to ENTITY prior to commencing its performance as herein provided, and require insurer to notify ENTITY ten (10) days prior to cancellation of said policy.

8. **WORKER'S COMPENSATION:** CONTRACTOR shall maintain in full force and effect worker's compensation for CONTRACTOR and any agents, employees, and staff that the CONTRACTOR may employ, and provide proof to ENTITY of such coverage or that such worker's compensation insurance is not required under the circumstances.

9. **COMPLIANCE WITH LAWS:** CONTRACTOR agrees to comply with all federal, state, city, and local laws, rules and regulations.

10. **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. **CERTIFICATION THAT COMPANY IS NOT OWNED OR OPERATED BY THE GOVERNMENT OF CHINA:** Pursuant to Idaho Code section 67-2359, Contractor certifies that the company is not currently owned or operated by the government of China and will not for the duration of the contract be owned or operated by the government of China. The terms defined in Idaho Code section 67-2359 shall be the meaning defined therein.
- 12. **ENTIRE AGREEMENT:** This is the entire agreement of the parties and can only be modified or amended in writing by the parties.
- 13. **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 _____, 20 _____.

ENTITY:

CITY OF BONNERS FERRY
(Governmental Entity)

CONTRACTOR:
By Kudall Deaton DBA DEATON'S LLC
(Name)

By _____
Rick Alonzo, Mayor
(Title or Office)

Its (OWNER) Kudall L Deaton

ATTEST:

Deby Garcia, Clerk

WITNESS:

(Signature of Witness or Notary Public)

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

Deaton's LLC

2024- 25 Rate Sheet

Deaton's LLC

PO Box 257

Naples, ID 83847

(208) 304-2556

Email: deatonstrees@yahoo.com

Bucket Truck with Two Men

(certified Line Clearance Specialist & Groundsman)

\$187.00/ hrs. worked

Chipper Truck & Chipper

\$29.00/ hr. (for equip)

Ground Crew

\$67.00/ man hr.

Climbers

\$77.00/ man hr.

Foreman

\$77.00/ man hr.

Mastication (Skidsteer)

\$150.00/ machine hr.

These charges include all equipment and supplies needed to fulfill our part of the work. There may be a move in fee for any move over 50 miles.

Thank you,

Kendall Deaton

208.304.2556



MEMO

CITY OF BONNERS FERRY
CITY ENGINEER/ADMIN

TO: Mayor and City Council
FROM: Mike Klaus, City Engineer/ Administrator
DATE: September 27, 2024
RE: Electric – Tree Trimming Contract with Eby Tree Service

The City has budgeted \$200,000 in FY 2025 for tree trimming near powerlines. The electric department would like to get a start on this work as soon as possible, before winter.

Staff requests that Council approve the attached contract with Eby Tree Service to trim trees near powerlines as needed in FY 2025 for the electric department not to exceed \$75,000.

Please contact me with any questions you may have regarding this proposal.

Mike

INDEPENDENT CONTRACTOR AGREEMENT

AGREEMENT made between City of Bonners Ferry, a political subdivision of the state of Idaho, herein "ENTITY" and EBY TREE SERVICE, 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 services as directed by the City of Bonners Ferry Electrical Superintendent, at the labor and equipment rates listed in the attachment to this contract.

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

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

CONTRACTOR shall complete the work within the City's fiscal year 2025, that ends September 30, 2025.

3. **COMPENSATION:** ENTITY agrees to pay CONTRACTOR as compensation:

Total not to exceed \$75,000.00

4. **INDEPENDENT CONTRACTOR:** The parties agree that CONTRACTOR is the independent contractor of ENTITY and in no way an employee or agent of ENTITY and is not entitled to workers compensation or any benefit of employment with the ENTITY. ENTITY shall have no control over the performance of this Agreement by CONTRACTOR or its employees, except to specify the time and place of performance, and the results to be achieved. ENTITY shall have no responsibility for security or protection of CONTRACTOR'S supplies or equipment. CONTRACTOR agrees to pay and be responsible for all taxes due from the compensation received under this contract.

5. **WARRANTY:** CONTRACTOR warrants that all materials and goods supplied under this Agreement shall be of good merchantable quality and that all services will be performed in a good workmanlike manner. CONTRACTOR acknowledges that it will be liable for any breach of this warranty.

6. **INDEMNIFICATION:** CONTRACTOR agrees to indemnify, defend, and hold harmless ENTITY, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of CONTRACTOR, CONTRACTOR'S agents, employees, or representative under this agreement.

7. **INSURANCE:** CONTRACTOR agrees to obtain and keep in force during its acts under this agreement a comprehensive general liability insurance policy in the minimum amount of \$1,000,000 which shall name and protect CONTRACTOR, all CONTRACTOR'S employees, ENTITY and its officers, agents and employees, from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with the CONTRACTOR'S acts. CONTRACTOR shall provide proof of liability coverage as set forth above to ENTITY prior to commencing its performance as herein provided, and require insurer to notify ENTITY ten (10) days prior to cancellation of said policy.

8. **WORKER'S COMPENSATION:** CONTRACTOR shall maintain in full force and effect worker's compensation for CONTRACTOR and any agents, employees, and staff that the CONTRACTOR may employ, and provide proof to ENTITY of such coverage or that such worker's compensation insurance is not required under the circumstances.

9. **COMPLIANCE WITH LAWS:** CONTRACTOR agrees to comply with all federal, state, city, and local laws, rules and regulations.

10. **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. **CERTIFICATION THAT COMPANY IS NOT OWNED OR OPERATED BY THE GOVERNMENT OF CHINA:** Pursuant to Idaho Code section 67-2359, Contractor certifies that the company is not currently owned or operated by the government of China and will not for the duration of the contract be owned or operated by the government of China. The terms defined in Idaho Code section 67-2359 shall be the meaning defined therein.

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

13. **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 _____, 20 _____.

ENTITY:

CITY OF BONNERS FERRY
(Governmental Entity)

CONTRACTOR:
By _____
(Name)

By _____
Rick Alonzo, Mayor

Its _____
(Title or Office)

ATTEST:

Deby Garcia, Clerk

WITNESS:

(Signature of Witness or Notary Public)

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



MEMO

CITY OF BONNERS FERRY
CITY ENGINEER/ADMIN

TO: Mayor and City Council
FROM: Mike Klaus, City Engineer/ Administrator
DATE: September 27, 2024
RE: Electric – Pole Replacement Contract

The City has budgeted \$200,000 in FY 2025 to replace underground and overhead power lines. The electric department would like to complete some of this work this calendar year.

Staff requests that Council approve the attached contract with International Line Builders to replace overhead electrical infrastructure as needed in FY 2025 for the electric department not to exceed \$50,000.

Please contact me with any questions you may have regarding this proposal.

Mike

INDEPENDENT CONTRACTOR AGREEMENT

AGREEMENT made between City of Bonners Ferry, a political subdivision of the state of Idaho, herein "ENTITY" and International Line Builders, Inc herein "CONTRACTOR",

THE PARTIES AGREE AS FOLLOWS:

1. **CONTRACT:** ENTITY hereby employs CONTRACTOR as an independent contractor to complete and perform the following project and work: Complete electrical line work and power pole replacement as directed by the City of Bonners Ferry Electrical Superintendent, at the labor and equipment rates listed in the attachment to this contract.

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

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

CONTRACTOR shall complete the work within the City's fiscal year 2025, that ends September 30, 2025.

3. **COMPENSATION:** ENTITY agrees to pay CONTRACTOR as compensation:

Total not to exceed \$50,000.00

4. **INDEPENDENT CONTRACTOR:** The parties agree that CONTRACTOR is the independent contractor of ENTITY and in no way an employee or agent of ENTITY and is not entitled to workers compensation or any benefit of employment with the ENTITY. ENTITY shall have no control over the performance of this Agreement by CONTRACTOR or its employees, except to specify the time and place of performance, and the results to be achieved. ENTITY shall have no responsibility for security or protection of CONTRACTOR'S supplies or equipment. CONTRACTOR agrees to pay and be responsible for all taxes due from the compensation received under this contract.

5. **WARRANTY:** CONTRACTOR warrants that all materials and goods supplied under this Agreement shall be of good merchantable quality and that all services will be performed in a good workmanlike manner. CONTRACTOR acknowledges that it will be liable for any breach of this warranty.

6. **INDEMNIFICATION:** CONTRACTOR agrees to indemnify, defend, and hold harmless ENTITY, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of CONTRACTOR, CONTRACTOR'S agents, employees, or representative under this agreement.

7. **INSURANCE:** CONTRACTOR agrees to obtain and keep in force during its acts under this agreement a comprehensive general liability insurance policy in the minimum amount of \$1,000,000 which shall name and protect CONTRACTOR, all CONTRACTOR'S employees, ENTITY and its officers, agents and employees, from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with the CONTRACTOR'S acts. CONTRACTOR shall provide proof of liability coverage as set forth above to ENTITY prior to commencing its performance as herein provided, and require insurer to notify ENTITY ten (10) days prior to cancellation of said policy.

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DATED this _____ day of _____, 20 _____.

ENTITY:

CITY OF BONNERS FERRY
(Governmental Entity)

CONTRACTOR:
By _____
(Name)

By _____
Rick Alonzo, Mayor

Its _____
(Title or Office)

ATTEST:

Deborah Garcia, Clerk

WITNESS:

(Signature of Witness or Notary Public)

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