



Our vision of Coeur d'Alene is of a beautiful safe city  
that promotes a high quality of life and sound economy  
through excellence in government

## **GENERAL SERVICES/PUBLIC WORKS COMMITTEE**

**with**

**Council Members Wood, Evans, & English**

**October 9, 2023, 12:00 p.m.**

**Library Community Room**

**702 Front Avenue**

## **AGENDA**

**\*\*\*ITEMS LISTED BELOW ARE CONSIDERED TO BE ACTION ITEMS**

- Item 1 Request Approval of a Contract with Filtration Technology, Inc., for the Purchase of a MIOX Chlorine Generator, in the Amount of \$101,075.00 – Superintendent Kyle Marine, Water Department
- Item 2 Request Approval of a Professional Services Agreement with FCS Group for the Preparation of the 2023-2024 Water Rate Study, in the Amount of \$65,000.00 – Superintendent Kyle Marine, Water Department
- Item 3 Request the Declaration of Two (2) Police Department Vehicles as Surplus, and Authorize the Sale at Auction – Captain Dave Hagar, Police Department

*The City of Coeur d'Alene will make reasonable accommodations for anyone attending this meeting who requires special assistance for hearing, physical or other impairments. Please contact Juanita Knight, Senior Legal Assistant, at (208) 769-2348 at least 24 hours in advance of the meeting date and time.*

**GENERAL SERVICES/PUBLIC WORKS COMMITTEE  
STAFF REPORT**

**DATE:**           **OCTOBER 9, 2023**

**FROM:**          **KYLE MARINE, SUPERINTENDENT, WATER DEPARTMENT**

**SUBJECT:**      **REQUEST TO PURCHASE A NEW MIOX ONSITE CHLORINE  
GENERATOR**

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**DECISION POINT:** Should City Council approve the purchase of a new MIOX Onsite Chlorine Generator from Filtration Technology, Inc.?

**HISTORY:** Prior to 2009, the City of Coeur d’Alene Water Department historically utilized gas chlorination for disinfection of the potable water supply. Chlorine gas is inherently dangerous if improperly handled and is extremely poisonous and highly corrosive. The Water Department began looking for much safer alternatives and opted to try sodium hypochlorite generation onsite. The process uses common table salt and electricity to generate a weak sodium hypochlorite solution for disinfection. In 2009 the first onsite chlorine generator was purchased and installed at the 4<sup>th</sup> Street Well. The cells have a limited operational life, averaging about ten years. Spare parts will be scavenged from the unit replaced and the remainder will be scrapped. The parts will be used for the 6570 N Atlas Rd (Ralph Capaul well site).

**FINANCIAL ANALYSIS:** This project is included in our FY 2024 Financial Plan to replace the failing MicroClor onsite chlorine generator at the RC Well with a new MIOX onsite chlorine generator. The current budget for the replacement of the existing Linden Well MicroClor chlorine generator is \$120,000.00, which includes necessary electrical and plumbing modifications. Water Department staff received one (1) quote for the chlorine generator. The quote from Filtration Technology, Inc., (MIOX) came in at \$101,075.00. Water Department staff reached out to UGSI to request a quote, and put a deadline of Tuesday, September 12<sup>th</sup> to have the quote in, and we did not receive a response.

**PERFORMANCE ANALYSIS:** The MIOX onsite chlorine generator has an anticipated life expectancy of about ten years depending on annual hours used. The new unit is expected to be installed and operational prior to well activation for the 2024 summer season.

**DECISION POINT/RECOMMENDATION:** Council should approve the purchase of a MIOX Onsite Chlorine Generators from Filtration Technology, Inc., in the amount of \$101,075.00.



October 17, 2023

Filtration Technology, Inc.  
2218 S. Crosscreek Ln.  
Boise, ID 83706-6707

To Whom It May Concern:

The purpose of this letter is to confirm our agreement regarding the purchase and installation of a MIOX Generator and associated equipment at the Linden Well for the City of Coeur d'Alene. We have agreed that, starting on or about 10-25-2023, work will commence and be completed by 1-1-2024. The scope of work includes the installation and purchase of the generator as described in Attachment "A." It is further agreed that Filtration Technology, Inc., (hereinafter referred to as the "Contractor") will indemnify, defend and hold the City harmless for any and all causes of action arising from any tortuous act or omission by Contractor, its employees, subcontractors, agents, and officers in performing this job. Payment will be made only after completion of the work and approval by the City, and after the City has received satisfactory evidence that all due or delinquent taxes have been paid. Invoices should be mailed to this office's address.

The total amount to be paid for the work shall be One hundred and one thousand seventy-five and no/100 Dollars (\$101,075.00). Unless otherwise agreed in writing, the City shall not pay any cost or expense in excess of that amount.

Before commencing work, Contractor must provide the following to the City Clerk: (1) this completed and signed Letter of Agreement; (2) a completed W9; (3) a certificate of liability insurance policy which names the City as an additional insured with minimum policy limits of \$500,000 for bodily or personal injury, death, or property damage or loss as a result of any one accident or occurrence; (4) proof of worker's compensation insurance, if required; and (5) proof of a public works contractor license.

The City and the Contractor recognize that time is of the essence and failure of the Contractor to complete the work within the time allowed shall result in damages being sustained by the City. Such damages are and will continue to be impractical and extremely difficult to determine. Therefore, in the event the Contractor shall fail to complete the work within the above time limit, or any extension granted by City in writing, the Contractor shall pay to the City or have withheld from moneys due, liquidated damages at the rate of Five hundred and no/100 Dollars (\$500.00) per calendar day, which sums shall not be construed as a penalty.

Additionally, Idaho law (I.C. § 44-1001) requires that, for all construction, repair or maintenance work performed for the City, the Contractor shall employ 95% bona fide Idaho residents on the job unless the Contractor employs fewer than 50 people. In that case, up to 10% nonresidents may be employed on the job.

The Contractor affirmatively acknowledges that no person shall be discriminated against on the grounds of race, color, sex, sexual orientation, gender identity, or national origin in employment on this project.

The Contractor certifies that it is not currently owned or operated by the government of the People's Republic of China and will not for the duration of the contract be owned or operated by the government of People's Republic of China.

Pursuant to Idaho Code § 67-2346, the Consultant 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.



This provision shall not apply if the Agreement has a total potential value of less than one hundred thousand dollars (\$100,000.00) or if the CONSULTANT has fewer than ten (10) employees.

Please acknowledge this agreement and return to this office.

Date \_\_\_\_\_



**CONTRACTOR ACCEPTANCE OF TERMS**

Name (individual or company): \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

ATTACHMENT "A"

**Linden Well**

**3000 GPM, .5 PPM Injection Rate/.2 PPM Resident/.3 PPM Demand =  
10.8 PPD Required**

- **Wall mount filter with gauges and isolation valves**
- **Kinetico Softener and all accessories**
- **Re-use existing brine tank, new bulkheads as required, plug off existing bulkheads as required, install new BrineGuard, Jobe simple float assembly, salt supplied by City**
- **MIOX Vault #ABM15SC self-cleaning mixed oxidant generator cabinet, wall mount, 1PH/230V, PLC/HMI, 30 amp, designed to produce a minimum of 15 ppd, spare parts kit**
- **Re-use existing storage tank, install CPVC and PVC bulkheads as required, 18" float assembly, hydrogen vent drop tube/piping/bird traps, cut hydrogen vent holes thru wall and caulk**
- **Installation:**
  - **Idaho public works contractor licensed, minimum class of "C" (Filtration Technology is "CC" to \$400,000), type "C" specialty construction**
  - **All piping as required**
  - **Start-up and training**
- **All equipment meets NSF requirements-certified for public drinking water**



# Linden Well



# Old MicroClor



# MIOX





**Questions?**



**GENERAL SERVICES/PUBLIC WORKS COMMITTEE  
STAFF REPORT**

**DATE:           OCTOBER 9, 2023**

**FROM:           KYLE MARINE, SUPERINTENDENT, WATER DEPARTMENT**

**SUBJECT:        WATER RATE STUDY – CONSULTANT SERVICES AGREEMENT  
                    WITH FCS GROUP, INC.**

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**DECISION POINT:** Should Council approve a Consultant Services Agreement with FCS Group, Inc., for a Water Rate Study update?

**HISTORY:** Per the Water Department and industry practices, staff routinely schedules a rate study every 5 years. The last rate study was completed in 2018. The last rate study was performed by FCS Group. The recommended incremental rate and capitalization fee increases were updated in fiscal year 2018 and will conclude the end of April 2023. Staff proposes to have the proposed rate study update completed near the end of February 2024 and presented to Council for approval and implementation prior to April 1, 2024.

**FINANCIAL ANALYSIS:** Funding for the proposed rate study is included in the current fiscal year budget. The line item is budgeted at \$65,000.00. The only submission received during the Request for Proposals was from FCS Group, Inc. Their initial budget proposal was for \$65,000.00. This will sufficiently provide the necessary services to effectively review operation and management necessities and ensure a thorough review of capitalization fees and the related structure to ensure the City is in compliance with recent regulatory clarifications.

**PERFORMANCE ANALYSIS:** As previously mentioned, FCS Group performed the last water rate analysis in 2018. Consequently, its staff is very familiar with our rate and capitalization structures. This will prove beneficial as FCS staff will be able to plug current financial information into an existing database format to provide updated revenue forecasts. Several large projects in the previous plan were heavily dependent on developer participation, which did not occur. In this analysis, adequate funding sources will be determined based on the anticipated benefits of infrastructure improvements.

**DECISION POINT/RECOMMENDATION:** Council should approve a Consultant Services Agreement with FCS Group, Inc., to conduct a scheduled Water Rate Study update.

**PROFESSIONAL SERVICES AGREEMENT  
For 2023-2024 Rate Study**

THIS Professional Services Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the "**CITY**," and **FCS Group**, a corporation duly organized and existing in the state of Washington, with its principal place of business at Redmond Town Center, 7525 166<sup>Th</sup> Ave. NE, Site D-215, Redmond, WA 98052, hereinafter referred to as the "**CONSULTANT**."

W I T N E S S E T H:

WHEREAS, in compliance with State law and the **CITY**'s policies, the **CONSULTANT** has been selected to perform professional services on the basis of qualifications and demonstrated competence; and

WHEREAS, it was deemed to be in the best interests of the **CITY** to retain the **CONSULTANT**; and

WHEREAS, the **CONSULTANT** and the **CITY** have reached this Agreement for preparing the 2023-2024 Rate Study for the Water Department, hereinafter referred to as the "Work," according to the Project Documents on file in the office of the City Clerk of the **CITY**, which Project Documents are incorporated herein by reference.

NOW, THEREFORE,

IT IS AGREED that, for and in consideration of the covenants and agreements made and to be performed by the **CITY** as set forth herein, the **CONSULTANT** shall complete the Work, furnishing all services therefor according to the Project Documents. All services performed shall be of the high quality typically provided by members of the **CONSULTANT**'s profession.

SECTION 1. EMPLOYMENT OF CONSULTANT. The **CITY** agrees to engage the **CONSULTANT** and the **CONSULTANT** agrees to perform the services as described in Section 2 hereof.

SECTION 2. SCOPE OF SERVICES.

A. The **CONSULTANT** shall perform the services described in the Scope of Services attached hereto and incorporated herein by reference as Exhibit "A."

B. The **CONSULTANT** shall perform all the necessary ancillary services respecting the tasks set forth in the Scope of Services.

SECTION 3. PERSONNEL.

A. The **CONSULTANT** represents that it has or will secure at its own expense all personnel required to perform its services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the **CITY**.

B. All of the services required hereunder will be performed by the **CONSULTANT** or under its direct supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.

C. The **CONSULTANT** agrees to maintain Worker's Compensation coverage on all employees, including the employees of subcontractors, during the term of this Contract as required by Title 72, Idaho Code. In addition to a certificate of insurance, the **CONSULTANT** shall furnish to the **CITY**, prior to commencement of the work, such evidence as the **CITY** may require guaranteeing contributions which will come due under the Employment Security Law including, at the option of the **CITY**, a surety bond in an amount sufficient to make such payments. Should the **CONSULTANT** fail to maintain the required Worker's Compensation insurance during the entire term hereof, the **CONSULTANT** shall indemnify the **CITY** against any loss resulting to the **CITY** from such failure, either by way of compensation or additional premium liability.

SECTION 4. TIME OF PERFORMANCE. The services of the **CONSULTANT** shall commence upon execution of this Agreement by the **CITY** and shall be completed on or before April, 1 2024. The period of performance may be extended for additional periods only by the mutual written agreement of the parties.

SECTION 5. COMPENSATION.

A. Subject to the provisions of this Agreement, the **CITY** shall pay the **CONSULTANT** a sum not to exceed Sixty-five thousand dollars and 00/100 (\$65,000), unless authorized in writing by the **CITY**.

B. Except as otherwise provided in this Agreement, the **CITY** shall not provide any additional compensation, payment, use of facilities, services, or other thing of value to the **CONSULTANT** in connection with performance of its duties under this Agreement. The parties understand and agree that administrative overhead and other indirect or direct costs the **CONSULTANT** may incur in the performance of its obligations under this Agreement have already been included in computation of the **CONSULTANT**'s fee and may not be charged to the **CITY**.

SECTION 6. METHOD AND TIME OF PAYMENT. Monthly progress payments must be submitted by the 10<sup>th</sup> of the month for work done in the previous calendar month. Partial payment shall be made by the end of each calendar month for the work completed in the previous

calendar month and certified by the **CONSULTANT**. Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council.

**SECTION 7. TERMINATION OF AGREEMENT FOR CAUSE.** If, through any cause within the **CONSULTANT**'s reasonable control, the **CONSULTANT** shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the **CONSULTANT** shall violate any of the covenants, agreements, or stipulations of this Agreement, the **CITY** shall provide the **CONSULTANT** a written statement of the deficiency and shall provide a reasonable time to remedy the deficiency. If the **CONSULTANT** fails to cure the deficiency, the **CITY** shall have the right to terminate this Agreement by giving written notice to the **CONSULTANT** of such termination and specifying the effective date thereof. Such written notice shall be provided to the **CONSULTANT** at least five (5) days before the effective date of such termination. In that event, all finished or unfinished hard copy documents, data, studies, surveys, and reports or other materials prepared by the **CONSULTANT** under this Agreement shall, at the option of the **CITY**, become its property, and the **CONSULTANT** shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials. Equitable compensation shall not exceed the amount reasonably billed for work actually done and expenses reasonably incurred.

**SECTION 8. TERMINATION FOR CONVENIENCE.** The **CITY** may terminate this Agreement at any time by giving thirty (30) days' written notice to the **CONSULTANT** of such termination and specifying the effective date of such termination. In that event, all finished or unfinished hard copy documents, data, studies, surveys, and reports or other materials prepared by the **CONSULTANT** under this Agreement shall, at the option of the **CITY**, become its property. The **CONSULTANT** shall be entitled to receive compensation not to exceed the amount reasonably billed for work actually done and expenses reasonably incurred as of the effective date of the termination.

**SECTION 9. MODIFICATIONS.** The **CITY** may, from time to time, require modifications to the Scope of Services, Exhibit "A," to be performed under this Agreement. The type and extent of such services cannot be determined at this time; however, the **CONSULTANT** agrees to do such work as ordered in writing by the **CITY**, and the **CITY** agrees to compensate the **CONSULTANT** for such work accomplished by written amendment to this Agreement.

**SECTION 10. NON-DISCRIMINATION.**

A. The **CONSULTANT** will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, sexual orientation and/or gender identity/expression. The **CONSULTANT** shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin, sexual orientation and/or gender identity/expression. Such actions shall include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training,

including apprenticeship; and participation in recreational and educational activities. The **CONSULTANT** agrees to post in conspicuous places available for employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The **CONSULTANT** will, in all solicitations or advertisements for employees placed by or on behalf of the **CONSULTANT**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin, sexual orientation and/or gender identity/expression. The **CONSULTANT** will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this agreement so that such provisions will be binding upon each sub-consultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

B. The **CONSULTANT** shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the **CITY** may require.

C. The **CONSULTANT** shall comply, if applicable, with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the “Regulations”), which are herein incorporated by reference and made a part of this Agreement. In addition, the **CONSULTANT** shall comply with the requirements of Chapter 9.56, Coeur d’Alene Municipal Code.

D. The **CONSULTANT**, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, national origin, sexual orientation, and/or gender identity/expression, in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The **CONSULTANT** shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations or discrimination prohibited by Chapter 9.56, Coeur d’Alene Municipal Code.

E. In all solicitations either by competitive bidding or negotiations made by the **CONSULTANT** for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the **CONSULTANT** of the **CONSULTANT**’s obligations under this Agreement and the Regulations and Municipal Code relative to non-discrimination on the grounds of race, color, sexual orientation and/or gender identity/expression, national origin, sexual orientation, and/or gender identity/expression.

F. The **CONSULTANT** shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the **CITY** or

the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the **CONSULTANT** is in the exclusive possession of another who fails or refuses to furnish this information, the **CONSULTANT** shall so certify to ITD or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

G. In the event of the **CONSULTANT**'s non-compliance with the non-discrimination provisions of this Agreement, the **CITY** shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- Withholding of payments to the **CONSULTANT** under the Agreement until the **CONSULTANT** complies, and/or;
- Cancellation, termination, or suspension of the Agreement, in whole or in part.

The **CONSULTANT** shall include the provisions of paragraphs (C) through (G) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The **CONSULTANT** shall take such action with respect to any sub-consultant or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event the **CONSULTANT** becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the **CONSULTANT** may request ITD enter into such litigation to protect the interests of the state and, in addition, the **CONSULTANT** may request the USDOT enter into such litigation to protect the interests of the United States.

SECTION 11. CHINESE OWNERSHIP CERTIFICATION. Pursuant to Idaho Code § 67-2359, the **CONSULTANT** certifies that it is not currently owned or operated by the government of the People's Republic of China and will not for the duration of the contract be owned or operated by the government of the People's Republic of China.

SECTION 12. ASSIGNABILITY.

A. The **CONSULTANT** shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the **CITY** thereto. Provided, however, that claims for money due or to become due to the **CONSULTANT** from the **CITY** under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the **CITY**.

B. The **CONSULTANT** shall not delegate duties or otherwise subcontract work or services under this Agreement without the prior written approval of the **CITY**.

SECTION 13. Interest of Consultant. The **CONSULTANT** covenants that neither it nor its owners or officers presently have an interest, and shall not acquire any interest, direct or indirect, which

would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The **CONSULTANT** further covenants that, in the performance of this Agreement, no person having any such interest shall be employed on the Work.

SECTION 14. Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by the **CONSULTANT** under this Agreement which the **CITY** requests to be kept confidential shall not be made available to any individual or organization by the **CONSULTANT** without the prior written approval of the **CITY**.

SECTION 15. Publication, Reproduction and Use of Materials. No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The **CITY** shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. The **CONSULTANT** shall provide copies of such work products to the **CITY** upon request. The **CITY** may make and retain copies of Documents for information and reference in connection with use on the Project by the **CITY**. Such Documents are not intended or represented to be suitable for reuse by the **CITY** or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by the **CONSULTANT**, as appropriate for the specific purpose intended, will be at the **CITY**'s sole risk and without liability or legal exposure to the **CONSULTANT** and the **CONSULTANT**'s sub-consultants. To the extent allowed by law, the **CITY** shall indemnify and hold harmless the **CONSULTANT** and **CONSULTANT**'s sub-consultants from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting therefrom.

SECTION 16. Audits and Inspection. The **CONSULTANT** shall provide access for the **CITY** and any duly authorized representatives to any books, documents, papers, and records of the **CONSULTANT** that are directly pertinent to this specific agreement for the purpose of making audit, examination, excerpts, and transcriptions. The **CONSULTANT** shall retain all records pertinent to the project for three years after final payment and all other pending matters are closed.

SECTION 17. Jurisdiction; Choice of Law. Any civil action arising from this Agreement shall be brought in the District Court for the First Judicial District of the State of Idaho at Coeur d'Alene, Kootenai County, Idaho. The laws of the state of Idaho shall govern the rights and obligations of the parties.

SECTION 18. Non-Waiver. The failure of the **CITY** at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provisions, nor in any way affect the validity of this Agreement or any part thereof, or the right of the **CITY** thereafter to enforce each and every protection hereof.

SECTION 19. Permits, Laws and Taxes. The **CONSULTANT** shall acquire and maintain in good standing all permits, licenses and other documents necessary to its performance under this Agreement, including all necessary licenses and certifications for its employees. All actions taken by the **CONSULTANT** under this Agreement shall comply with all applicable statutes,



ordinances, rules, and regulations. The **CONSULTANT** shall pay all taxes pertaining to its performance under this Agreement.

SECTION 20. Relationship of the Parties. The **CONSULTANT** shall perform its obligations hereunder as an independent contractor of the **CITY**. The **CITY** may administer this Agreement and monitor the **CONSULTANT**'s compliance with this Agreement, but shall not supervise or otherwise direct the **CONSULTANT** except to provide recommendations and to provide approvals pursuant to this Agreement.

SECTION 21. Integration. This Agreement, and all appendices and amendments thereto, embody the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties.

SECTION 22. Hold Harmless.

A. The **CONSULTANT** shall save, hold harmless, indemnify, and defend the **CITY**, its officers, agents and employees from and against any and all damages or liability arising out of the acts, errors, omissions, or negligence, including costs and expenses, for or on account of any and all legal actions or claims of any character resulting from injuries or damages sustained by any person or persons or property arising from the **CONSULTANT**'s performance of this Agreement and not arising from the **CONSULTANT**'s professional services. To this end, the **CONSULTANT** shall maintain general liability insurance in at least the amount set forth in Section 25(A).

B. The **CONSULTANT** shall save, hold harmless, and indemnify the **CITY**, its officers, agents, and employees from and against damages or liability arising out of the **CONSULTANT**'s negligent acts, errors, or omissions, including costs and expenses for or on account of any and all legal actions or claims of any character resulting from injuries or damages sustained by persons or property to the extent arising from the **CONSULTANT**'s negligent performance of this Agreement, including but not limited to the **CONSULTANT**'s professional services. To this end, the **CONSULTANT** shall maintain Errors and Omissions insurance in at least the amounts set forth in Section 25(B).

SECTION 23. Notification. Any notice under this Agreement may be served upon the **CONSULTANT** or the **CITY** by mail at the following addresses:

City of Coeur d'Alene  
710 E. Mullan Ave.  
Coeur d'Alene, ID 83814  
Attn.:

FCS Group  
7525 166<sup>th</sup> AVE. NE, Ste. D-215  
Redmond, WA 98052

SECTION 24. Standard of Performance and Insurance.

A. The **CONSULTANT** shall maintain general liability insurance naming the **CITY**, its entities, and its representatives as additional insureds in the amount of at least \$500,000.00 for property damage or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants, it being the intention that the minimum limits shall be those provided for by Idaho Code § 6-924.

B. In performance of professional services, the **CONSULTANT** will use that degree of care and skill ordinarily exercised under similar circumstances by members of the **CONSULTANT**'s profession. Should the **CONSULTANT** or any of the **CONSULTANT**'s employees be found to have been negligent in the performance of professional services from which the **CITY** sustains damage, the **CONSULTANT** has obtained Errors and Omission Insurance with limits of at least five hundred thousand dollars (\$500,000.00). The **CONSULTANT** shall maintain, and furnish proof thereof, coverage for a period of two years following the completion of the project.

C. The **CONSULTANT** shall obtain and maintain auto liability insurance with limits in the amount of at least \$500,000.00 for the duration of the project.

D. Prior to work under this Agreement, the **CONSULTANT** shall furnish to the **CITY** certificates of the insurance coverages required herein, which certificates must be approved by the City Attorney. Certificates shall provide for at least thirty (30) days' notice to the **CITY** prior to cancellation of the policy for any reason. In addition, the **CONSULTANT** shall promptly notify the **CITY** when the policy is canceled.

IN WITNESS WHEREOF, this agreement executed the day and year first written above.

CITY OF COEUR D'ALENE

FCS Group

\_\_\_\_\_  
James Hammond, Mayor

\_\_\_\_\_  
\_\_\_\_\_, President

ATTEST:

ATTEST:

\_\_\_\_\_  
Renata McLeod, City Clerk

\_\_\_\_\_  
Secretary

**GENERAL SERVICES/PUBLIC WORKS COMMITTEE  
STAFF REPORT**

**DATE:           OCTOBER 9, 2023**

**FROM:           CAPTAIN DAVE HAGAR, POLICE DEPARTMENT**

**SUBJECT:       SURPLUS OF POLICE VEHICLES**

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**DECISION POINT:**

Should Council authorize the Police Department (Department) to surplus one (1) 2004 Chevrolet Astro Van and one (1) 2010 Ford Explorer and to sell the vehicles at auction?

**HISTORY:**

The 2004 Chevrolet Astro Van was purchased by the Department on February 11, 2005, with 21,252 miles on the odometer. It was used as a Report Taker vehicle until 2016 when it was reassigned to the CAT team. This vehicle suffers from a long list of minor mechanical issues related to its age and is no longer needed by the Department.

The 2010 Ford Explorer was purchased used from the Idaho Bureau of Federal Surplus Property in February of 2020. This vehicle registered 72,126 miles on the odometer at that time. This vehicle was assigned to the CAT team until it was replaced this summer with a lower mileage vehicle. There are currently 106,515 miles on this vehicle. It is developing intermittent electrical issues that is making this vehicle unreliable.

**FINANCIAL ANALYSIS:**

There is no financial impact to the City, other than minimal costs of transportation to Post Falls for auction. The auctioneer receives a 20% commission for sales between \$500 and \$749.99, 15% commission for sales from \$750 to \$999.00, and 10% for sales over \$1000. These fees are deducted from the item's auction proceeds and a check is provided to the City for the balance. Proceeds from the sale of these vehicles will be returned to the General Fund.

**DECISION POINT:**

Council should authorize the declaration of one (1) 2004 Chevrolet Astro Van and one (1) 2010 Ford Explorer assigned to the Police Department as surplus, and the sale of the vehicles at auction.

**VEHICLE SURPLUS LIST:**

2004 Chevrolet Astro Van - 1GNEL19X14B112486 – 63,867 miles  
2010 Ford Explorer - 1FMEU7DE6AUB14082 - 106,515 miles