



# CITY OF IDAHO CITY

## AGENDA

### SPECIAL CITY COUNCIL MEETING

Monday, June 2, 2025

6:00 P.M

City Hall, 511 Main Street, Idaho City, ID 83631

Join Zoom Meeting

<https://us02web.zoom.us/j/4192717240?pwd=UWJlUeHFjdm5GMUlnUUhFNkJKHaUZ2Q0T09&omn=89880103523>

Meeting ID: 419 271 7240

Passcode: iccouncil

CALL MEETING TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

I. **ENGINEER'S REPORT**

- A. APPROVAL OF NEW CITY ENGINEERING CONTRACT WITH CONSOR AND DOCUSIGN AUTHORIZATION. **ACTION ITEM**

ADJOURNMENT

Questions concerning items appearing on this Agenda or requests for accommodation of special needs to participate in the meeting should be addressed to the Office of the City Clerk, 511 Main Street or call 208-392-4584.

**Mayor:**

Ken Everhart

[idahocitymayor1@cityofic.org](mailto:idahocitymayor1@cityofic.org)

**Council members:**

Tom Secor Jr

Ashley M Elliott

Mari Adams

Ryan Heffington

**Chief of Police:**

Brent Watson

[Idahocitypd.194@cityofic.org](mailto:Idahocitypd.194@cityofic.org)

**City officers:**

Jake Nye

**Public Works Director:**

Tami Claus

[Idahocitypublicworks@cityofic.org](mailto:Idahocitypublicworks@cityofic.org)

**Public Works:**

Nick Mancera

**City Clerk-Treasurer:**

Nancy L Ptak

[idahocityclerk@cityofic.org](mailto:idahocityclerk@cityofic.org)

**Deputy Clerk**

Kaleb Goodlett

[Idahocityoffice@cityofic.org](mailto:Idahocityoffice@cityofic.org)

**Utility Billing Clerk**

[4cityfolk@cityofic.org](mailto:4cityfolk@cityofic.org)

511 Main Street

PO Box 130

Idaho City, ID 83631

(208)392-4584

operating hours

Monday- Thursday

8 am - 5 pm

Friday 9am -3pm



This Services Agreement made and entered into on May 01, 2025 by and between Consor North America, Inc hereinafter referred to as ("CONSULTANT"), and City of Idaho City, ID, hereinafter referred to as ("CLIENT"), each also referred to individually as a "PARTY" and collectively as "PARTIES."

**WHEREAS**, CONSULTANT has certain expertise in the field of professional engineering services; and

**WHEREAS**, CONSULTANT and CLIENT wish to enter into this **Master Consulting Services Agreement**, hereinafter referred to as the "Agreement," for the furnishing of professional Services in the field of engineering as further provided in this Agreement ("Services") and in the applicable Services Task Order for the Project stated therein.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

#### **TERMS AND CONDITIONS**

- 1. SERVICES AND INSTRUMENTS OF SERVICE.** CONSULTANT shall perform and CLIENT shall pay for the Services to be performed by CONSULTANT pursuant to the "Services Task Order" issued by CONSULTANT and agreed to by CLIENT for each Project in the form attached as ATTACHMENT A. All Services not described in the Services Task Order shall be "Additional Services," shall not be included in any pricing in the Services Task Order and shall be performed based on the CONSULTANT's standard fee schedule. All plans, drawings, specifications, ideas, data, scripts, sketches, designs, concepts, reports, documentation, or other work product (whether tangible or intangible) prepared by or furnished by CONSULTANT (collectively "Instruments of Service"), as well as any final deliverables provided to Client ("Deliverables") whether in hard copy or electronic form, shall be deemed the property of the CONSULTANT, authored by the CONSULTANT, and that CONSULTANT shall retain all common law, statutory and other reserved rights, including copyrights and all attendant intellectual property rights, of all Instruments of Service and Deliverables. On the express condition that all amounts due to CONSULTANT are fully paid to CONSULTANT and that CLIENT is not in default of this Agreement, CONSULTANT grants to the CLIENT a contingent, revocable, nonexclusive license to use the CONSULTANT's Instruments of Service and Deliverables solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project described in the Services Task Order. No other use of the Instruments of Service or Deliverables is authorized under this Agreement without CONSULTANT's prior written authorization in each instance. Any unauthorized use of the Instruments of Service or Deliverables shall be at the CLIENT's sole risk and without liability to the CONSULTANT and, to the extent permitted by law, CLIENT further agrees to indemnify and hold harmless the CONSULTANT and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the CLIENT's unauthorized use of the Instruments of Service or Deliverables.
- 2. TERM.** This Agreement shall be effective as of the date above and shall terminate upon completion of CONSULTANT's full performance of the Agreement and CLIENT's final payment to CONSULTANT. In no event shall the term of this agreement extend beyond three (3) years from the effective date, without a written amendment executed by both PARTIES, provided that the continuation of the Agreement beyond the current fiscal year is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by CLIENT. CLIENT may terminate the Agreement, and CONSULTANT waives any and all claims for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason CLIENT's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired. Notwithstanding the foregoing, CLIENT's staff responsible for the management of this agreement shall use best efforts to obtain an appropriation in the full amount required under the agreement, including the submission of budget requests each year that are sufficient to cover CLIENT's reasonably anticipated services from CONSULTANT for the next fiscal year.
- 3. COMPENSATION AND PAYMENT TERMS.** CLIENT shall compensate CONSULTANT as set forth in the applicable Services Task Order. Invoices will be submitted at least monthly for Services rendered. Terms of payment are net thirty (30) days from date of invoice. Payment will be made to CONSULTANT at the address specified on CONSULTANT's invoice. If CLIENT reasonably objects to all or any portion of an invoice, CLIENT shall notify CONSULTANT in writing within ~~ten (10)~~ three (3) business days from the date of ~~receipt-review~~ of CONSULTANT's invoice by the City Council, give reasons for the objection, and pay that portion of the invoice not reasonably in dispute. CONSULTANT may suspend all Services until payment is received. Any amounts due to the CONSULTANT under this Agreement may bear interest at twelve percent (12%) per annum at the sole option of the CONSULTANT.
- 4. STANDARD OF CARE.** CONSULTANT will perform its Services using the care and skill ordinarily exercised by professionals performing similar services under similar conditions in the same or similar locality as CONSULTANT ("Standard of Care"). CLIENT acknowledges that CONSULTANT's Services may be imperfect, inaccurate or not fully compliant with all relevant laws or ordinances, but that such Services are compliant with the Standard of Care. CONSULTANT's sole obligation of performance under this Agreement is to perform pursuant to the Standard of Care, to the exclusion of any other higher standards, warranties or obligations. No other warranty, guaranty, or representation, either express or implied, is made or intended in this Agreement. CONSULTANT shall not be responsible for CLIENT's directive or substitution, or for the CLIENT's acceptance of non-conforming Work, made or given without the CONSULTANT's written



approval. To the extent any Services are not required to be performed by a licensed or registered professional, such services shall not be subject to the Standard of Care required hereunder. Subject to and as limited by the Standard of Care, CONSULTANT is responsible for the technical accuracy of its final work product. Subject to the Standard of Care, CONSULTANT shall correct any deficiencies in any final work product without additional compensation except to the extent such action is attributable to actions by CLIENT or deficiencies in CLIENT furnished information or other actions, omissions or errors of CLIENT or CLIENT's architects, other design professionals, contractors, agents or employees. CLIENT is responsible for and CONSULTANT may rely upon the accuracy and completeness of all CLIENT furnished information, specifications, studies and documents (collectively "Client Information") without CONSULTANT's need to confirm any Client Information. Both parties recognize that the Client Information may change and, in that event, the CLIENT and CONSULTANT shall appropriately adjust the Services, Scope of Services, and the CONSULTANT's compensation.

5. **INSURANCE.** CONSULTANT and CLIENT shall procure and at all times during the Term of this Agreement maintain insurance as follows: Worker's compensation and employer's liability as required by applicable law; comprehensive general liability (\$1,000,000 per occurrence / \$2,000,000 aggregate); and automobile liability (\$1,000,000 - combined single limit). If requested by either PARTY, the PARTY shall add the other PARTY as an additional insured to its comprehensive general liability policy. CONSULTANT shall maintain at all times professional liability insurance sufficient to secure its obligations under this Agreement.
6. **CHANGE ORDERS OR MODIFICATIONS TO SERVICES.** If CONSULTANT discovers, in connection with any Services Task Order, any event or circumstance that: (a) would change the costs for Services; (b) would materially change the scope of the Services; (c) would require the CONSULTANT to perform Additional Services beyond what is specified by this Agreement and the Attachments hereto; or (d) would require additional time to perform the Services beyond the time allowed under this Agreement (collectively a "Change Event"), CONSULTANT shall promptly inform CLIENT of the Change Event in writing. In connection with a Change Event, the PARTIES may add to, delete from or otherwise modify the Services, Scope of Work, Project Schedule, Compensation or other elements of the Agreement by way of Amendment, Addendum, Supplement, or other written instrument ("Change"). If CLIENT and CONSULTANT cannot agree on the fees for any additional Services, CONSULTANT shall have the right to suspend all Services until an agreement is reached. If unforeseen circumstances substantially alter the Services or the risks involved in providing such Services, CONSULTANT shall promptly notify and consult with the CLIENT but will act based on its sole judgment where risk to personnel is involved. If specific periods of time or dates for rendering Services are set forth in this Agreement, and if such periods of time or dates are changed through no fault of CONSULTANT exclusively, the time and compensation for Services shall be subject to equitable adjustment. It shall be the sole responsibility of the CLIENT to inform the CONSULTANT of any schedules or time limitation in CONSULTANT's performance of its Services. Absent any express written agreements as to the time required to perform the Services, CONSULTANT shall not be responsible for any delay in performing Services by any particular date or period of time. If CLIENT requests a Change or other revision in the scope, extent, or character of the project, the CONSULTANT shall draft and present a Change in which the Parties shall agree on an equitable adjustment in CONSULTANT's compensation, schedule, or both. If CLIENT and CONSULTANT cannot agree on the fees for any Additional Services, CONSULTANT shall have the right to suspend all Services pertaining to that Services Task Order until an agreement is reached. If unforeseen circumstances substantially alter the Services or the risks involved in providing such Services, CONSULTANT shall promptly notify and consult with the CLIENT but will act based on our sole judgment where risk to personnel is involved. If specific periods of time or dates for rendering Services are set forth in the Services Task Order, and if such periods of time or dates are changed through no fault of CONSULTANT exclusively, the time and compensation for Services shall be subject to equitable adjustment. It shall be the sole responsibility of the CLIENT to inform the CONSULTANT of any schedules or time limitation in CONSULTANT's performance of its Services. Absent any express written agreements as to the time required to perform the Services, CONSULTANT shall not be responsible for any delay in performing Services by any particular date or period of time. If CLIENT requests a Change or other revision in the scope, extent, or character of the project, the CLIENT shall issue a Change Order in which the Parties shall agree on an equitable adjustment in CONSULTANT's compensation, schedule, or both.
7. **INDEMNIFICATION.** To the maximum extent permitted by law, CLIENT agrees to indemnify, defend, and hold harmless the CONSULTANT, its parents, affiliates, and subsidiaries and their respective directors, officers, and employees harmless from and against all claims, causes of action, suits, demands, judgments, liabilities, damages, losses, costs, expenses (including reasonable attorneys' fees), fines, or penalties (collectively, "Loss") arising from or relating to the negligence, errors, omissions, or willful acts of CLIENT and its agents, employees, contractors, and consultants.
8. **NOTICE.** All notices, requests, claims, demands and other communications herein shall be in writing. For a notice or other communication to a PARTY under this Agreement to be valid, it must be written and delivered (a) by hand, (b) by a nationally recognized commercial courier service, (c) registered or certified U.S. Mail, return receipt requested and postage prepaid, or (d) by email. The notice must be addressed using the information specified below:

To CONSULTANT

Consor North America, Inc.

6505 Waterford Drive, Suite 470, Miami, FL, 33126  
Attention: Derek Probst  
Consort Email: Legal@Consoreng.com

**To CLIENT**

City of Idaho City, ID  
511 Main Street, Idaho City, Idaho, 83631  
Attention: Nancy Ptak  
Client Email: idahocityclerk@cityofid.org

9. **LIMITATION OF LIABILITY.** To the maximum extent permitted by law, CLIENT agrees that the liability of CONSULTANT, except for CONSULTANT liability that is covered paid by insurance maintained by CONSULTANT related to this agreement, to CLIENT and its agents, employees, contractors, and consultants for any and all injuries, damages, claims, losses, expenses, and claim expenses (including attorney's and expert witness fees) arising out of or related to the negligent acts(s), error(s), or omission(s) of CONSULTANT in performing services as stated within the Agreement, or for CONSULTANT's breach of this agreement shall be limited to the lesser of: (a) the total compensation payable to Consultant under this Agreement, or (b) one million dollars (\$1,000,000). CLIENT acknowledges that this limitation of liability is a material term of this Agreement for the CONSULTANT, and that but for this limitation of liability, the CONSULTANT would not have entered into this Agreement. To the extent damages are covered by property insurance, the parties waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. Notwithstanding anything to the contrary to anything contained in this agreement or in any other agreement or writing between the parties, nothing shall be deemed to constitute a waiver by CLIENT of any privilege, protection or immunity otherwise afforded it under the Idaho Constitution, Idaho Tort Claims Act, or any other applicable law or a waiver of its sovereign immunity, which is hereby expressly retained.
10. **OTHER DAMAGES.** To the fullest extent permitted by law, CLIENT and CONSULTANT waive and forever release each other and the other's employees, officers, directors, agents, insurers and partners from any and all claims for or entitlement to special, incidental, indirect, lost profit or consequential damages arising out of or resulting from or in any way related to the Agreement. Notwithstanding the foregoing, nothing in this Agreement shall release or waive CONSULTANT's recovery of its full fees due under this Agreement, whether they be considered profit or not.
11. **FORCE MAJEURE.** CONSULTANT shall not be responsible for damages or delays in performance caused by force majeure, acts of God, strikes, lockouts, accidents, shortage of materials, shortage of labor, vandalism or other events beyond CONSULTANT's control.
12. **SITE ACCESS.** If entry on a project site is required to perform the Services agreed to under any Services Task Order, CLIENT, at its cost, shall arrange for right-of-entry to the property. CLIENT represents that it possesses necessary permits and licenses for the activities required at each site under each Services Task Order or will facilitate the process to obtain such permits or licenses, and CONSULTANT agrees to cooperate with CLIENT as may be desirable or necessary for CLIENT to receive the necessary permits and licenses.
13. **HAZARDOUS CONDITIONS.** If a hazardous environmental condition is encountered or alleged, CONSULTANT has the obligation to notify CLIENT and, to the extent required by applicable laws and regulations, notify appropriate authorities. CLIENT warrants that it has disclosed, to the best of its knowledge, to CONSULTANT, the existence of any hazardous environmental condition at or near the work site.
14. **CLIENT RESPONSIBILITIES.** CLIENT shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, CLIENT objectives; schedule; constraints and criteria; and site requirements. CLIENT shall identify a representative authorized to act on the CLIENT'S behalf with respect to the Project. CLIENT shall render decisions and approve the CONSULTANT'S Services and work product in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Services. CLIENT shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site.
15. **CONSTRUCTION AUTHORITY.** For any Project that proceeds to construction, CONSULTANT shall not: (a) direct, supervise or have control over any Contractor's work; (b) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by any Contractor; (c) be responsible for safety precautions and programs related to any Contractor's work; (d) be responsible for any failure of any Contractor to comply with applicable laws and regulations. CONSULTANT shall not be responsible for the acts or omissions of any Contractor or any of their agents or employees or any other persons (except CONSULTANT's own employees, agents and Sub-Consultants) at any



work site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by CLIENT without direct consultation and advice of CONSULTANT. CONSULTANT shall be under no obligation to report any deviations from the Instruments of Service unless expressly requested to do so by the CLIENT, and only to the extent such work is easily viewable and such deviations are actually known to CONSULTANT.

16. **SUB-CONSULTANTS.** CONSULTANT may arrange for some of the Services to be performed by outside consultants to CONSULTANT ("Subconsultants"). CONSULTANT shall supervise Subconsultant's work but Subconsultant shall be responsible to perform to the Subconsultant's Standard of Care. All communication to any Subconsultant shall be through the CONSULTANT. All payments from CONSULTANT to any Subconsultant shall be expressly contingent upon CONSULTANT's receipt of full payment from CLIENT. CONSULTANT shall not be obligated to pay any Subconsultant unless and until CONSULTANT receives full payment from CLIENT. CONSULTANT shall be responsible to ensure that any Subconsultant meets the written certification requirements contained in this Agreement
17. **ASSIGNMENT; SUCCESSORS; THIRD PARTIES.** CONSULTANT may not assign this Agreement or subcontract services without the written consent of CLIENT, such consent to not be unreasonably withheld, including to any entity directly or indirectly controlling, controlled by, or under common control with CONSULTANT, or any entity that is, concurrently with such assignment, succeeding to substantially all of the assets and liabilities of CONSULTANT, or any entity or such entity's affiliates that becomes the owner of CONSULTANT or its affiliates' interest in CONSULTANT. This Agreement shall bind the successors and legal representatives of both parties. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties signed below.
18. **DISPUTE RESOLUTION.** CLIENT and CONSULTANT agree to negotiate all disputes through good faith negotiations. If the parties fail to resolve a dispute after sixty (60) days of good faith negotiations, CLIENT and CONSULTANT agree to submit any and all unsettled claims, counterclaims, disputes, and other matters in question arising out of or related to this Agreement or any Services Task Order or breach thereof to resolution through mediation. CLIENT and CONSULTANT shall exercise their rights to litigation only after submitting to mediation. Except as otherwise provided herein, each party shall be responsible for its own legal costs and attorneys' fees.
19. **TERMINATION.** Either party may terminate this Agreement or any Services Task Order without cause upon ten (10) days' advance written notice. In the event CLIENT requests termination prior to completion of the any Services, CLIENT agrees to pay CONSULTANT for all costs incurred up to and including the date of the notice of termination. The limitation of liability and indemnity obligations of this Agreement shall survive any termination of this Agreement.
20. **CONTROLLING LAW.** This Agreement shall be governed and construed in accordance with the laws of the state of ~~the CONSULTANT office entering into this Agreement, provided, however, that in the event of a dispute arising from Services provided pursuant to a specific Services Task Order, the law of the state in which the Project identified in that Services Task Order shall govern Idaho.~~
21. **WRITTEN CERTIFICATIONS.** CONSULTANT certifies that it 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.
  - Currently engaged in, and will not for the duration of the contract engage in, a boycott, as defined in Idaho Code Section 67-2347A(4)(a) of any individual or company because the individual or company:
    - Engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or
    - Engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in section 18-3302(2)(d), Idaho Code.
  - 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, as defined in Idaho Code Section 67-2346.
22. **AUTHORITY; SIGNATURES.** Each PARTY represents that the person executing this Agreement has the necessary legal authority to do so on behalf of the respective PARTY. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement. Each PARTY may sign this Agreement by facsimile or exchange of digital signatures, which shall be deemed to be original signatures.
23. **WAIVER.** No provision of this Agreement shall be considered waived by either PARTY thereto unless such waiver is reduced to writing and signed by the PARTY issuing the waiver. No such waiver shall be construed as a modification of any other provision of this Agreement or as a waiver of any past or future default or breach, except as expressly stated in the waiver.
24. **SEVERANCE.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law, such provisions will be fully severable and this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof.

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**25. OMIT**

**26. ENTIRE AGREEMENT.** This Agreement, and the Services Task Order(s) issued pursuant to this Agreement, and any modifications thereto, represent the entire Agreement and understanding between the parties and supersede any prior any negotiations, proposals or oral agreements. Any modification to this Agreement shall be in writing and signed by the parties.

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**IN WITNESS WHEREOF,** this executed Agreement is hereby accepted and acknowledged below.

**City of Idaho City, ID**

**CONSOR NORTH AMERICA, INC**

**AUTHORIZED SIGNATURE (CLIENT)**

**AUTHORIZED SIGNATURE (CONSULTANT)**

**CLIENT NAME & TITLE**

**NAME & TITLE**

**DATE OF ACCEPTANCE**

**ATTACHMENT A**  
**Services Task Order**

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

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

Project Site Location: \_\_\_\_\_

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

Client Representative: Name: \_\_\_\_\_

Address: \_\_\_\_\_

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

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

Consultant: \_\_\_\_\_

Consultant Representative: Name: \_\_\_\_\_

Address: \_\_\_\_\_

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

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

Scope of Services: \_\_\_\_\_

Task Order Price: \_\_\_\_\_

Task Order Time: \_\_\_\_\_

This Services Task Order is subject to the terms of the Master Consulting Services Agreement between Client and Consultant.

The Exhibits to this Services Task Order are the following:

- ☐ Services Task Order ATTACHMENT A: Consultant's Proposal
- ☐ Services Task Order Exhibit

Client and Consultant each express its intent to be bound to the other by the terms of this Services Task Order by their respective signatures set forth below. This Services Task Order is subject to modification, and Consultant may provide and bill for Additional Services, as set forth in the Master Consultant Services Agreement.

Client:

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

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

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

Consultant:

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

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

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