

AGENDA ITEM SUMMARY

DATE: 01/11/2010 DEPARTMENT: Legislative DEPT. HEAD SIGNATURE: HD

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**SUBJECT:** Consolidated Emergency Communications Services Agreement

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**AUTHORITY:**  ID Code  IAR \_\_\_\_\_  City Ordinance/Code \_\_\_\_\_  
(IF APPLICABLE)

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**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

On October 26, 2009, the Hailey City Council approved the attached dispatch agreement for 2010. Blaine County has asked for one revision:

Item 5 – Method of Payment Payment for Services shall be paid to the Blaine County Clerk quarterly within the second month of each quarter in which receipt of service occurs, except for the first quarter, which shall be paid on January 26, 2010 (January 26, February 15, May 15, August 15, 2010).

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**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:**

This method honors Hailey's cash management needs through the first four months of the fiscal year, and respects Blaine County's need to collect funds within, rather than after, the period of service.

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**ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:** (IF APPLICABLE)

\_\_\_\_ City Attorney      \_\_\_\_ Clerk / Finance Director      \_\_\_\_ Engineer      \_\_\_\_ Mayor  
\_\_\_\_ P & Z Commission      \_\_\_\_ Parks & Lands Board      \_\_\_\_ Public Works      \_\_\_\_ Other

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**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Move to adopt Amendment to Consolidated Emergency Communications Service Agreement, authorize mayor to sign revised agreement.

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**FOLLOW-UP/COMMENTS:**

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CONSOLIDATED EMERGENCY COMMUNICATIONS  
SERVICES AGREEMENT

This AGREEMENT is made and entered this 27<sup>th</sup> day of October, 2009, by and between BLAINE COUNTY, 206 1st Avenue South, Suite 300, Hailey, ID 83333, (hereinafter referred to as "County") and City of Hailey ("Customer");

WHEREAS the County operates a consolidated emergency communications system for various fire protection and law enforcement agencies within Blaine County; and

WHEREAS the Board of County Commissioners serves as the Governing Board as defined by Idaho Code Section 31-4802(7) for the purpose of maintaining and operating a consolidated emergency communications system; and

WHEREAS County and Customer desire to enter into an agreement whereby the County will provide consolidated emergency communications services for Fiscal Year 2009-10; and

WHEREAS the parties to this services agreement have agreed to a funding model that allocates the cost of providing these services amongst the Customers of said services for Fiscal Year 2009-10;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN CONTAINED, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Services: County agrees to provide consolidated emergency communications services to customer in the manner set forth in this Agreement. Service shall include 24 hour per day staffing by qualified communications personnel for the purpose of answering and dispatching calls requesting fire, law enforcement, and medical services. Including emergency and routine radio communications with law enforcement and fire agencies, communications between members and other dispatch related resources, and support relating to the functions of Customer.
2. Personnel: Personnel providing consolidated emergency communications services shall be County employees and the County shall be responsible for the hiring, training, and supervision of said employees. The parties agree that from time to time, labor shortages may arise, in which case the County will use its best efforts to maintain the necessary staff and equipment to meet its obligations under this Agreement. Any prolonged or permanent reduction of dispatch center workforce resulting in payroll savings to Blaine County will be prorated back to the City of Hailey in proportion to Hailey's contribution.

3. Cost of Services Formula: The parties have agreed to a formula to determine Customer's payment responsibility for Fiscal Year 2009-10, which is attached to this agreement as Exhibit A. Nothing herein binds or entitles either party to a particular cost of services formula beyond Fiscal Year 2009-10.
4. Cost of Services: Pursuant to the agreed upon Cost of Services Formula, Customer agrees to pay County \$ 143,249 for the services outlined in this Agreement for Fiscal Year 2009-10.
5. Method of Payment: Payment for Services shall be paid to the Blaine County Clerk quarterly on the twenty-fifth (25<sup>th</sup>) day of the first month of each quarter following receipt of service (January 25, April 25, July 25, and October 25, 2010).
6. Dispatch Advisory Councils: Upon entering into this Agreement, Customer becomes a member in both the Technical Advisory Council and the Partner Advisory Council. The Technical Advisory Council will be comprised of dispatch users who will provide input and recommendations to the County Administrator and Governing Board on technical issues relating to PSAP (9-1-1) and Dispatch services and equipment. The Partner Advisory Council will be comprised of Customer representatives who will provide input and recommendations to the County Administrator and Governing Board on funding issues relating to PSAP (9-1-1) and Dispatch services and equipment. Meetings of both Councils shall be open public meetings and minutes shall be taken and circulated to Council Members pursuant to the notice specified by this agreement.
7. Notices: Any notice may be served upon County by certified mail to the Board of County Commissioners at 206 1<sup>st</sup> Avenue South, Suite 300, Hailey, ID 83333, and any notice may be served upon Customer by certified mail to Hailey City Clerk at 115 S Main St, Hailey ID 83333. Service of a notice by certified mail shall be deemed complete upon the date of the postmark by certified mail. Either party may change the address for services of notice by written notice to the other party.
8. Term: The term of this Agreement shall be for Fiscal Year 2009-10, which commences on October 1, 2009 and concludes on September 30, 2010. The parties may extend the term beyond September 30, 2010, by mutual written agreement.

9. Termination: Either party may terminate this agreement before the end of the term, with or without cause, by providing the other party with ninety (90) days written notice, but shall be responsible for a pro rata share of services rendered prior to termination.
  
10. Merger: This Agreement embodies the sole understanding of the parties. There are no other oral or written agreements outside of this Agreement. No modification, amendment or addition to this Agreement shall be effective unless agreed to by the Parties in a written instrument duly executed by Contractor and the Board.
  
11. Waiver: The failure of any Party to insist upon strict performance of any of the obligations contained herein shall not be deemed a waiver of any rights or remedies that said Party may have, and shall not be deemed a waiver of any subsequent breach in the performance of any of the terms and provisions contained herein by the same or any other person.
  
12. Third Party Beneficiary Rights: This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not a party hereto unless otherwise expressly provided herein.
  
13. Construction: No presumptions shall exist in favor of or against any party to this Agreement as a result of the drafting and preparation of this Agreement.
  
14. Venue and Controlling Law: In the event an action is brought to enforce or interpret this Agreement, the parties submit to the exclusive jurisdiction of the courts of the State of Idaho, and agree that venue for any such action shall be in Blaine County, Idaho. The validity, performance and construction of this Agreement shall be governed by the laws of the State of Idaho.
  
15. Attorney Fees: In the event any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, or to declare forfeiture or termination, the prevailing party in any such action or proceeding shall be entitled to recover from the losing party its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).

EXECUTED and effective as of the day and year provided herein.

BLAINE COUNTY, IDAHO

\_\_\_\_\_  
By: Lawrence Schoen  
Chairman, Board of County Commissioners

Attest: \_\_\_\_\_  
Jolynn Drage, Clerk

CUSTOMER

*Rick Dau*  
\_\_\_\_\_  
By:

Exhibit A

	Expenses	Hotel Units	Fire/Med. Units	Law Enf. Units	Total Units	Allocation Dispatchers 1-6	% of Total Units	Expenses Allocation of Dispatchers 7-8 w/ Op. Expenses	% of Urban Units	Expenses Allocation of Dispatchers 9-13	Expenses
Salary/Overtime	\$600,465					\$277,138		\$92,379		\$230,948	\$600,465
Benefits	\$270,209					\$124,712		\$41,571		\$103,926	\$270,209
Op. Expenses	\$34,000					\$401,850		\$34,000		\$334,874	\$904,674
<b>Total Expenses</b>	<b>\$904,674</b>							<b>\$167,950</b>			
Jurisdiction	Addresses in Parcel Data System (by fire district*)	Hotel Units	Fire/Med. Units	Law Enf. Units	Total Units	Allocation Dispatchers 1-6	% of Total Units	Expenses Allocation of Dispatchers 7-8 w/ Op. Expenses	% of Urban Units	Expenses Allocation of Dispatchers 9-13	Total Allocation
City of Bellevue	1008	30	1021	1028	2049	\$0	7.9%	\$13,221	4.6%	\$15,348	\$28,569
Carey Rural F&R	681		681	0	681	\$0	2.6%	\$4,394	0	\$0	\$4,394
City of Hailey	3250	183	3327	3374	6701	\$0	25.7%	\$43,240	29.9%	\$100,010	\$143,249
City of Ketchum	3830	237	3930	3991	7921	\$0	30.4%	\$51,108	35.3%	\$118,208	\$169,316
Ketchum Rural	1665	16	1672	0	1672	\$0	6.4%	\$10,787	0.0%	\$0	\$10,787
Minidoka	19		19	0	19	\$0	0.1%	\$123	0.0%	\$0	\$123
Smiley Creek	77		77	0	77	\$0	0.3%	\$497	0.0%	\$0	\$497
City of Sun Valley	2565	253	2671	2737	5408	\$0	20.8%	\$34,897	24.1%	\$80,713	\$115,610
West Magic	121		121	0	121	\$0	0.5%	\$781	0.0%	\$0	\$781
WRFR	1380		1380	0	1380	\$0	5.3%	\$8,904	6.2%	\$20,595	\$29,499
Blaine County	n/a		n/a	n/a	n/a	\$401,850	n/a	\$0	n/a	\$0	\$401,850
<b>Total</b>	<b>14,596</b>	<b>719</b>	<b>14,898</b>	<b>11,131</b>	<b>26029</b>	<b>\$401,850</b>	<b>100.0%</b>	<b>\$167,950</b>	<b>100%</b>	<b>\$334,874</b>	<b>\$904,674</b>

\*District Boundaries as verified by State Tax Commission Data

Notes:

AGENDA ITEM SUMMARY

DATE: 01/07/2010 DEPARTMENT: Public Works / Administration DEPT. HEAD SIGNATURE: \_\_\_\_\_

SUBJECT:

Idaho Office of Energy Resources  
Energy Efficiency & Conservation Block Grant Program  
Application for Woodside Wastewater Treatment Plant Upgrades

AUTHORITY:  ID Code \_\_\_\_\_  IAR \_\_\_\_\_  City Ordinance/Code \_\_\_\_\_  
(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Please refer to the attached abstract for a project description and budget information.

This is the second of three grant opportunities through the Idaho Office of Energy Resources under the block grant program. This Recovery Act funding comes through the U.S. Department of Energy.

At this time, the grant team is seeking approval by the city council and Mayor Rick Davis to prepare and submit the application. The application is due January 22, with a council ratification of the application on January 25.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Caselle # \_\_\_\_\_  
Budget Line Item # \_\_\_\_\_ YTD Line Item Balance \$ \_\_\_\_\_  
Estimated Hours Spent to Date: \_\_\_\_\_ Estimated Completion Date: \_\_\_\_\_  
Staff Contact: \_\_\_\_\_ Phone # \_\_\_\_\_

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)  
\_\_\_\_ City Attorney \_\_\_\_\_ Clerk / Finance Director \_\_\_\_\_ Engineer \_\_\_\_\_ Building  
\_\_\_\_ Library \_\_\_\_\_ Planning \_\_\_\_\_ Fire Dept. \_\_\_\_\_  
\_\_\_\_ Safety Committee \_\_\_\_\_ P & Z Commission \_\_\_\_\_ Police \_\_\_\_\_  
\_\_\_\_ Streets \_\_\_\_\_ Public Works, Parks \_\_\_\_\_ Mayor \_\_\_\_\_

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:  
Approve request to prepare and submit grant application.

ADMINISTRATIVE COMMENTS/APPROVAL:  
City Administrator \_\_\_\_\_ Dept. Head Attend Meeting (circle one) Yes No

ACTION OF THE CITY COUNCIL:  
Date \_\_\_\_\_  
City Clerk \_\_\_\_\_

FOLLOW-UP:  
\*Ord./Res./Agmt./Order Originals: \_\_\_\_\_ \*Additional/Exceptional Originals to: \_\_\_\_\_  
Copies (all info.): \_\_\_\_\_ Copies \_\_\_\_\_  
Instrument # \_\_\_\_\_

## Idaho Office of Energy Resources

### Energy Efficiency & Conservation Block Grant Program

*Reduction and Capture of Methane and Greenhouse Gases and Renewable Energy Technologies on Government Buildings*

**Project:** Energy Efficiency and Renewable Energy Technology Upgrades at the Woodside Wastewater Treatment Plant

**Project Scope:** This project would identify, fund and implement wastewater treatment plant energy efficiency improvements. The physical plant retrofits would result in annual and sustainable reductions in the excessive plant energy bills; savings are projected to be at least a 25% reduction in winter billings.

Currently, the cost of peak winter energy use at the plant is over \$11,000 per month. Identified opportunities to date can reduce these costs by more than several thousand dollars per month in peak heating season. Short term payback periods are being investigated first as well as longer term ROI periods.

Some of the current strategies being investigated are:

- Controlling the ventilation of the headworks building and the sludge treatment dome including adding an energy recovery ventilator unit which reclaims the heat from discharged air.
- Replacing older heating equipment with higher efficiency (i.e. Energy Star compliant) equipment in the headworks and dome buildings.
- Adding a small solar thermal energy system to the headworks and dome to qualify for grant award.
- Adding a large photovoltaic (PV) power system to the plant to help offset the \$7,000 average monthly electric bills. A 25kw or larger system is under consideration – to be “net metered” for onsite consumption with potential sellback to the grid.
- Replacing the sludge operation in the dome completely (\$2700 heating bill last December) with a more efficient process that will reduce energy usage and sludge transportation costs.

**Project Budget:** Estimated maximum project cost of \$750,000. The grant request ceiling is \$250,000, with a potential \$500,000 coming from the wastewater system fund. Leveraging of grant dollars is required; potential leverage comes in the form of city cash and in-kind match, and tax incentives for the PV system.

**Timeline:** Approval to Proceed from City Council ..... January 11, 2010  
Submit Application ..... January 22, 2010  
Final Council Ratification ..... January 25, 2010

**Grant Team:** Tom Hellen, Heather Dawson, Tracy Anderson, Brian Formusa (local environmental consultant)

AGENDA ITEM SUMMARY

DATE: 1/11/2010 DEPARTMENT: Admin DEPT. HEAD SIGNATURE: MHC

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SUBJECT

Motion to authorize Mayor to sign partial lien release for an Old Cutters lot sale.

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AUTHORITY:  ID Code 50-329       IAR \_\_\_\_\_       City Ordinance/Code \_\_\_\_\_

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BACKGROUND:

Hailey has received payment of \$51,463.76 for this property. Under the annexation agreement as amended, Hailey has agreed to release any lien on a property once the property is sold. The attached release allows the lien to be released on Lot 5, Block 6, of Old Cutters Subdivision, (recorded plat # 567326).

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FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS

Budget Line Item # \_\_\_\_\_ YTD Line Item Balance \$ \_\_\_\_\_

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ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

X  City Attorney      \_\_\_ Clerk / Finance Director      \_\_\_ Engineer      \_\_\_ Mayor  
\_\_\_ P & Z Commission      \_\_\_ Parks & Lands Board      \_\_\_ Public Works      \_\_\_ Other

Jim Speck attorney for Old Cutters has reviewed this release and has approved it.

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RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to authorize Mayor Davis to sign the Partial Lien Release.

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**Sandy Nelson - Re: Lot 5, Block 6 of Old Cutters Subd.**

**From:** "Ned Williamson" <wlo@cox-internet.com>  
**To:** "Sandy Nelson" <snelson@firstamholding.com>  
**Date:** 12/18/2009 10:49 PM  
**Subject:** Re: Lot 5, Block 6 of Old Cutters Subd.  
**CC:** "Jim Speck" <jim@speckandaanestad.com>, "Mary Cone" <mary.cone@haileycityhall.org>, "Becky Stokes" <becky.stokes@haileycityhall.org>, "Dawson, Heather" <heather.dawson@haileycityhall.org>  
**Attachments:** Cutters lien release1.doc

Sandy,

The CPI has been adjusted to 216.330 for November. With that adjustment, the payment due is \$51,463.76 (216.330/210.177 x \$50,000). Jim asked that I revise the lien release. I am attaching a revised lien release which acknowledges payment of the annexation fees for this lot. Jim, let me know whether the release is acceptable. Thanks.

Ned

Ned C. Williamson, Esq.  
 Williamson Law Office, PLLC  
 115 Second Avenue South  
 Hailey, Idaho 83333  
 Ph. (208) 788-6688  
 Fax (208) 788-7901

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----- Original Message -----

**From:** Sandy Nelson  
**To:** wlo@cox-internet.com  
**Sent:** Thursday, December 17, 2009 8:55 AM  
**Subject:** Lot 5, Block 6 of Old Cutters Subd.

Good morning Ned,

I received the Cofo from the lender this morning so we should be getting close. I am signing John Campbell at some point tomorrow and put an est. figure down of \$51,427.36, as of the 16th of Dec. You had mentioned a more current CPI figure do you have that and what should the payoff be if we close on 12-23-09? Do you have the proper Partial Lien Release back from Jim Speck yet?

TX  
 Sandy

Page 2 of 2

## PARTIAL LIEN RELEASE

The City of Hailey ("City") and Old Cutters, Inc, entered into an Annexation, Services and Development Agreement (Old Cutters Planned Unit Development) dated April 10, 2006, recorded as Instrument No. 534733, records of the County Recorder, Blaine County, Idaho, which was amended by the First Amendment to Annexation, Services and Development Agreement (Old Cutters Planned Unit Development) dated June 11, 2007, recorded as Instrument No. 557818, records of the County Recorder, Blaine County, Idaho, and by the Second Amendment to Annexation, Services and Development Agreement dated March 9, 2009, recorded as Instrument No. 567326 records of the County Recorder, Blaine County, Idaho (collectively referred to as "Agreement"). The City acknowledges receipt of \$51,463.76 as and for full payment of annexation fees due under paragraphs 4(c) and 4(g) of the Agreement for the sale of Lot 5, Block 6, of Old Cutter's Subdivision, according to the official plat thereof, recorded November 29, 2007, as Instrument No. 553634, records of the County Recorder, Blaine County, Idaho ("Lot 5"). In accordance with paragraph 21 of the Agreement, the City hereby releases any and all liens for annexation fees arising under or by virtue of the Agreement against Lot 5.

DATED this \_\_\_\_ day of \_\_\_\_\_.

CITY OF HAILEY

\_\_\_\_\_, Mayor

ATTEST:

\_\_\_\_\_, City Clerk

State of Idaho        }  
                              }ss.  
County of Blaine     }

On this \_\_\_\_\_ day of \_\_\_\_\_, before me, a Notary Public in and for said State, personally appeared Richard L. Davis, known or identified to me to be the Mayor of the City of Hailey, who executed the foregoing instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

\_\_\_\_\_  
Notary Public for Idaho  
Residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_