

AGENDA ITEM SUMMARY

DATE: 09/12/11 DEPARTMENT: Fire

DEPT. HEAD SIGNATURE: HD/MC

SUBJECT:

Motion to ratify electronically filed grant application by Hailey Fire Department for a FEMA Assistance to Firefighters grant for replacement air compressor and testing for \$57,480 in expenses with a 95% grant and 5% grant match from Hailey's Fire Department operational budget

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

See the attached excerpts from electronically filed grant application.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Caselle # \_\_\_\_\_

Budget Line Item # \_\_\_\_\_ YTD Line Item Balance \$ \_\_\_\_\_ 6 \_\_\_\_\_

Estimated Hours Spent to Date: \_\_\_\_\_ Estimated Completion Date: \_\_\_\_\_

Staff Contact: \_\_\_\_\_ Phone # \_\_\_\_\_

Comments:

The 5% grant match would come from appropriated replacement items within the Hailey Fire Department's operations budget.

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:

Motion to ratify electronically filed grant application by Hailey Fire Department for a FEMA Assistance to Firefighters grant for replacement air compressor and testing for \$57,480 in expenses with a 95% grant and 5% grant match from Hailey's Fire Department operational budget

FOLLOW-UP REMARKS:\*

2011 AFG  
SUBMITTED8/22/11  
[Signature]

## Overview

\*Did you attend one of the workshops conducted by DHS's regional fire program specialist?

Yes, I have attended workshop

\*Was a workshop within 2 hours drive?

Yes

\*Are you a member, or are you currently involved in the management, of the fire department or non-affiliated EMS organization applying for this grant with this application?

Yes, I am a member/officer of this applicant

If you answered No, please **complete** the information below. If you answered Yes, please skip the Preparer Information section.

Fields marked with an \* are required.

## Preparer Information

\* Preparer's Name

\* Address 1

Address 2

\* City

\* State

\* Zip

[Need help for ZIP+4?](#)

In the space below please list the person your organization has selected to be the primary point of contact for this grant. This should be a Chief Officer or long time member of the organization who will see this grant through completion. Reminder: if this person changes at anytime during the period of performance please update this information. Please list only phone numbers where we can get in direct contact with you.

## Primary Point of Contact

\* Title

Fire Chief

Prefix (check one)

Mr.

\* First Name

Michael

Middle Initial

J

\* Last Name

Chapman

\* Business Phone (e.g. 123-456-7890)

208-788-3147 Ext.

\* Home Phone (e.g. 123-456-7890)

208-788-9005 Ext.

Mobile Phone/Pager (e.g. 123-456-7890)

208-309-1195

Fax (e.g. 123-456-7890)

208-788-0279

\* Email (e.g. user@xyz.org)

mchapman2@cox-internet.com

**Contact Information**

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## Alternate Contact Information Number 1

\* Title Administrative Assistant  
Prefix Ms.  
\* First Name Robbin  
Middle Initial  
\* Last Name Warner  
\* Business Phone 208-788-3147 Ext.  
\* Home Phone 208-788-0853 Ext.  
Mobile Phone/Pager  
Fax 208-788-0279  
\* Email hfd@haileycityhall.org

## Alternate Contact Information Number 2

\* Title Fire Marshal  
Prefix Mr.  
\* First Name Michael  
Middle Initial S  
\* Last Name Baledge  
\* Business Phone 208-788-3147 Ext.  
\* Home Phone 208-520-9821 Ext.  
Mobile Phone/Pager  
Fax 208-788-0279  
\* Email mike.baledge@haileycityhall.org



### Department Characteristics (Part I)

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* Are you a member of a Federal Fire Department or contracted by the Federal government and solely responsible for suppression of fires on Federal property?	No
* What kind of organization do you represent?	Combination
If you answered combination, above, what is the percentage of career members in your organization?	20 %
If you answered volunteer or combination or paid on-call, how many of your volunteer Firefighters are paid members from another career department?	1
* What type of community does your organization serve?	Suburban
* What is the square mileage of your first-due response area?	5.5
* What percentage of your response area is protected by hydrants?	99 %
* In what county/parish is your organization physically located? If you have more than one station, in what county/parish is your main station located?	Blaine
* Does your organization protect critical infrastructure of the state?	Yes
* How much of your jurisdiction's land use is for agriculture, wild land, open space, or undeveloped properties?	10 %
* What percentage of your jurisdiction's land use is for commercial, industrial, or institutional purposes?	30 %
* What percentage of your jurisdiction's land is used for residential purposes?	60 %
* How many occupied structures (commercial, industrial, residential, or institutional) in your jurisdiction are more than three stories tall?	18
* What is the permanent resident population of your <u>Primary/First-Due Response Area or jurisdiction served?</u>	7960
* Do you have a seasonal increase in population?	Yes
* How many active firefighters does your department have who perform firefighting duties?	20
* How many ALS level trained members do you have in your department/organization?	0
* How many stations are operated by your organization?	1
* Is your department compliant to your local Emergency Management standard for the National Incident Management System (NIMS)?	Yes

\* Do you currently report to the National Fire Incident Reporting System (NFIRS)? Yes

If you answered yes above, please enter your FDIN/FDID 13301

\* What percent of your active firefighters are trained to the level of Firefighter I? 100 %

\* What percent of your active firefighters are trained to the level of Firefighter II? 30 %

If you answered less than 100% to either question above, are you requesting for training funds in this application to bring 100% of your firefighters into compliance with NFPA 1001? No

If you indicated that less than 100% of your firefighters are trained to the Firefighter II level and you are not asking for training funds in this application, please describe in the text box to the right your training program and your plans to bring your membership up to Firefighter II.

An Idaho organization "Idaho Volunteer Fire & Emergency Services Association" (IVFESA) recently was awarded a large grant to assist Idaho fire departments in the training, recruitment and retention of new and existing volunteer firefighters. The Hailey Fire Department is a member of this organization.

The Hailey Fire Department is also currently part of a regional training consortium to provide Firefighter I & II training to all new firefighters. In addition, we have recently implemented new requirements that all existing firefighters must be trained to the Firefighter II level by January 1, 2014. We are anticipating that the funding provided by the IVFESA group will provide adequate training funds for these efforts, therefore we are not requesting any additional funding through this AFG grant request.

\* What services does your organization provide?

Structural Fire Suppression	Emergency Medical Responder	Hazmat Operational Level
Wildland Fire Suppression	Basic Life Support	Hazmat Technical Level
Airport Rescue Firefighting (ARFF)		Rescue Operational Level
	Formal/Year-Round Fire Prevention Program	Rescue Technical Level

\* Please describe your organization and/or community that you serve. We recommend typing your response in a Word Document outside of this application, then copying and pasting it into the written field. There is a 4000 character limit.

The City of Hailey is part of a remote community located in the center of Idaho and despite its relatively small population on 7960 persons; it is the 21 largest city in the State of Idaho. It is the bedroom and service center for the better known resort areas of Sun Valley and Ketchum. Idaho's second busiest airport known as the "Sun Valley Airport" is located entirely within the City of Hailey. Hailey is also home to four of the county's seven public schools, and fully two thirds of the county's students, over 2000 children, attend classes within the City limits. The weather varies from temperatures in the mid 90's to winter blizzards and temperatures reaching -30 degrees. Our electrical power is supplied by a single transmission line as it is located in a box canyon. Unfortunately, being a bedroom and service community, we get all of the impacts of the resorts, but very little of the monies generated by this tourism. Our community is quite isolated as the next closest small city is Twin Falls located 66 miles to the south of Hailey, and Boise which

is 147 miles to the west.

The Hailey Fire & Rescue department was founded in 1884, which became a combination department in 1990. We currently have a 20 member department with 16 paid-per-call members, and an administrative/response staff of full-time FF/EMT's that provide coverage during the weekdays. We currently operate out of an old "4 bay" fire station, with cramped office space, and a small training room. Due to our remoteness we provide a wide range of fire and rescue services such as structural and wildland fire suppression, ARFF, extrication, non-transport EMS, hazmat and specialized rescue services in addition to a robust fire prevention program.

**Fire Department Characteristics (Part II)**

	2010	2009	2008
* What is the total number of fire-related civilian fatalities in your jurisdiction over the last three years?	0	0	0
* What is the total number of fire-related civilian injuries in your jurisdiction over the last three years?	2	5	3
* What is the total number of line of duty member fatalities in your jurisdiction over the last three years?	0	0	0
* What is the total number of line of duty member injuries in your jurisdiction over the last three years?	3	13	7
* Over the last three years, what was your organization's average operating budget?		471316	
* What percentage of your TOTAL budget is dedicated to personnel costs (salary, overtime and fringe benefits)?		86 %	
* What percentage of your annual operating budget is derived from: Enter numbers only, percentages must sum up to 100%			
Taxes?	91 %		
<u>EMS Billing?</u>	0 %		
Grants?	.4 %		
Donations?	0 %		
Fund drives?	0 %		
<u>Fee for Service?</u>	8.6 %		
Other?	0 %		

91% of our operating revenue is from general taxes.  
 Approx .4% or \$1,500 dollars is from small grants received for wildfire prevention and public education.  
 and 8.6% is money paid via contract with Idaho Department of Lands for providing a Type 3 fire engine and crew to the Wallow fire in Arizona.

If you entered a value into Other field (other than 0), please explain

Like many communities, throughout the country, we have seen not only significant budget cuts of more than 35%, over the past few years. Likewise, recruitment efforts have seen fewer applicants, and existing members are forced to relocate to areas with greater job opportunities. Budget cuts have completely eliminated all of our capital outlay projects, severely diminished our operations and maintenance budgets and resulted in the loss of our Assistant Chief. We simply do not have the financial means to obtain the respiratory protection equipment needed.  
 Due to our remoteness, we have very limited

\* Please describe your organization's need for Federal financial assistance. We recommend typing your response in a Word Document outside of this application, then copying and pasting it into the written field. There is a 4000 character limit.



options to provide sustained SCBA operations for any incident without extended driving times to other cities. In the interest of firefighter safety, if we are unable to provide safe breathing air and quickly recharge them in a timely manner, we will most likely need to revise our mission capabilities to exterior attack, exposure protection and perimeter control. Please consider our request for the compressor and SCBA fit testing so that we can better protect our firefighters.

\* How many vehicles does your organization have in each of the types or class of vehicle listed below? **You must include vehicles that are leased or on long-term loan as well as any vehicles that have been ordered or otherwise currently under contract for purchase or lease by your organization but not yet in your possession.** (Enter numbers only and enter 0 if you do not have any of the vehicles below.)

Type or Class of Vehicle	Total Number of Front line Apparatus	Total Number of Reserve Apparatus	Total Number of Seated Riding Positions
Engines or Pumpers (pumping capacity of 750 gpm or greater and water capacity of 300 gallons or more): Pumper, Pumper/Tanker, Rescue/Pumper, Foam Pumper, CAFS Pumper, Quint (Aerial device of less than 76 feet), Type I or Type II Engine Urban Interface	2	1	16
Ambulances for transport and/or emergency response	0	0	0
Tankers or Tenders (pumping capacity of less than 750 gallons per minute (gpm) and water capacity of 1,000 gallons or more):	0	0	0
Aerial Apparatus: Aerial Ladder Truck, Telescoping, Articulating, Ladder Towers, Platform, Tiller Ladder Truck, Quint (Aerial device of 76 feet or greater)	0	0	0
Brush/Quick attack (pumping capacity of less than 750 gpm and water carrying capacity of at least 300 gallons): Brush Truck, Patrol Unit (Pick up w/ Skid Unit), Quick Attack Unit, Mini-Pumper, Type III Engine, Type IV Engine, Type V Engine, Type VI Engine, Type VII Engine	2	0	9
Rescue Vehicles: Rescue Squad, Rescue (Light, Medium, Heavy), Technical Rescue Vehicle, Hazardous Materials Unit	2	0	6
Other: EMS Chase Vehicle, Air/Light Unit, Rehab Units, Bomb Unit, Technical Support (Command, Operational Support/Supply), Salvage Truck, ARFF (Aircraft Rescue Firefighting), Command/Mobile Communications Vehicle, Other Vehicle	1	1	2

**Department Call Volume**

	2010	2009	2008
* How many responses per year by category? (Enter whole numbers only. If you have no calls for any of the categories, enter 0)			
Working Structural Fires	15	6	14
False Alarms/Good Intent Calls	44	59	62
Vehicle Fires	3	3	7
Vegetation Fires	3	6	15
EMS-BLS Response Calls	242	250	263
EMS-ALS Response Calls	0	0	0
EMS-BLS Scheduled Transports	0	0	0
EMS-ALS Scheduled Transports	0	0	0
Vehicle Accidents w/o Extrication	2	6	4
Vehicle Extrications	30	36	52
Other Rescue	0	0	0
Hazardous Condition/Materials Calls	23	24	24
Service Calls	19	16	16
Other Calls and Incidents	8	2	7
<b>Total</b>	<b>389</b>	<b>408</b>	<b>464</b>

\* How many responses per year by category? (Enter whole numbers only. If you have no calls for any of the categories, enter 0)

What is the total acreage of all vegetation fires?	2	5	25
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\* How many responses per year by category? (Enter whole numbers only. If you have no calls for any of the categories, enter 0)

In a particular year, how many times does your organization receive mutual/automatic aid?	2	3	4
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In a particular year, how many times does your organization provide mutual/automatic aid? (Please indicate the number of times your department provides or receives mutual aid. Do not include first-due responses claimed above.)	12	13	29
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Out of the mutual/automatic aid responses, how many were structure fires?	8	3	3
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## Request Details

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The activities for program **Operations and Safety** are listed in the table below.

Activity	Number of Entries	Total Cost	Additional Funding	Action
Equipment	1	\$ 46,680	\$ 0	<a href="#">View Details</a> <a href="#">View Additional Funding Narratives</a>
Modify Facilities	0	\$ 0	\$ 0	<a href="#">View Details</a>
Personal Protective Equipment	1	\$ 10,800	\$ 0	<a href="#">View Details</a> <a href="#">View Additional Funding Narratives</a>
Training	0	\$ 0	\$ 0	<a href="#">View Details</a>
Wellness and Fitness Programs	0	\$ 0	\$ 0	<a href="#">View Details</a>
* Total Funding for all EMS requested in this application			\$57,480	<a href="#">View Details</a>
Grant-writing fee associated with the preparation of this request.			\$0	

## Narrative Statement

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For 2011, the Narrative section of the AFG application has been modified. You will enter individual narratives for the Project Description, Cost-Benefit, Statement of Effect, and Additional Information in the Request Details section for each Activity for which you are requesting funds. Please return to the Request Details section for further instructions. You will address the Financial Need in Applicant Characteristics II section of the application. We recommend that you type each response in a Word Document outside of the grant application and then copy and paste it into the spaces provided within the application.

## Assurances and Certifications

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### Form 20-16A

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**You must read and sign these assurances.** These documents contain the Federal requirements attached to all Federal grants including the right of the Federal government to review the grant activity. You should read over the documents to become aware of the requirements. The Assurances and Certifications must be read, signed, and submitted as a part of the application.

**Note:** Fields marked with an \* are required.

O.M.B Control Number 4040-0007

#### Assurances Non-Construction Programs

**Note:** Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Section 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. Section 3601 et seq.),

as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Section 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Section 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

Signed by **Michael Chapman** on **08/15/2011**

**Form 20-16C****You must read and sign these assurances.**

Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters and Drug-Free Workplace Requirements.

**Note:** Fields marked with an \* are required.

O.M.B Control Number 1660-0025

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 44 CFR Part 18, "New Restrictions on Lobbying; and 44 CFR Part 17, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Homeland Security (DHS) determines to award the covered transaction, grant, or cooperative agreement.

**1. Lobbying**

A. As required by the section 1352, Title 31 of the US Code, and implemented at 44 CFR Part 18 for persons (entering) into a grant or cooperative agreement over \$100,000, as defined at 44CFR Part 18, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement and extension, continuation, renewal amendment or modification of any Federal grant or cooperative agreement.

(b) If any other funds than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.

(c) The undersigned shall require that the language of this certification be included in the award documents for all the sub awards at all tiers (including sub grants, contracts under grants and cooperative agreements and sub contract(s)) and that all sub recipients shall certify and disclose accordingly.

**2. Debarment, Suspension and Other Responsibility Matters (Direct Recipient)**


A. As required by Executive Order 12549, Debarment and Suspension, and implemented at 44CFR Part 67, for prospective participants in primary covered transactions, as defined at 44 CFR Part 17, Section 17.510-A, the applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency.

(b) Have not within a three-year period preceding this application been convicted of or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or perform a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.



**AGENDA ITEM SUMMARY**

**DATE:** September 12, 2011 **DEPARTMENT:** Public Works – Sustainability **DEPT. HEAD SIGNATURE:** 

**SUBJECT:** City Hall HVAC retrofit - Pre-Approval Application for Idaho Power's Easy Upgrades Rebate Program

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

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

The Council recently approved a contract with Western States Geothermal to replace the 30 year old rooftop HVAC units serving City Hall. The selected units are high efficiency units and therefore qualify for a rebate (around \$6,500) from Idaho Power through their Easy Upgrades program. The Pre-Approval Application is attached.

The city had allocated \$100,000 to be used on Fox Building improvements. This amount has been reserved for energy efficiency improvements and dedicated as match for the Regional EECBG grant. The city received \$50,000 for energy efficiency improvements to use at any city facilities. Because 1) the city has identified a number of improvements, most of which do not qualify for financial rebates from Idaho Power or other entities and 2) Idaho Power will not give a rebate on projects that were funded by grants, it is recommended that the city pay for the HVAC retrofit with a portion of the \$100,000 reserved for the Fox Building; so the city does not become ineligible for the Easy Upgrade rebate.

Future improvements can be funded with the remaining \$60,000, approximately (\$10,000 from Fox Building fund and \$50,000 from the Regional EECBG).

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

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

- |  |  |   |
|--|--|---|
| <input checked="" type="checkbox"/> City Administrator | <input type="checkbox"/> Library             | <input type="checkbox"/> Safety Committee |
| <input checked="" type="checkbox"/> City Attorney      | <input type="checkbox"/> Mayor               | <input type="checkbox"/> Streets          |
| <input type="checkbox"/> City Clerk                    | <input type="checkbox"/> Planning            | <input type="checkbox"/> Treasurer        |
| <input type="checkbox"/> Building                      | <input type="checkbox"/> Police              | _____                                     |
| <input checked="" type="checkbox"/> Engineer           | <input type="checkbox"/> Public Works, Parks | _____                                     |
| <input type="checkbox"/> Fire Dept.                    | <input type="checkbox"/> P & Z Commission    | _____                                     |

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Review the application and authorize the Mayor to sign.

**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: Record  
Copies (all info.): \_\_\_\_\_  
Instrument # \_\_\_\_\_

\*Additional/Exceptional Originals to: \_\_\_\_\_  
Copies (AIS only)

# Easy Upgrades Non Lighting Pre-Approval Application



For Idaho Power Use Only	
EZ #:	_____
Rec'd:	_____
Customer Rep:	_____
Rate:	_____

## Customer Information

Applicant Name ( <i>Organization's Legal Name</i> ) City of Hailey		<input checked="" type="checkbox"/> Account Number or <input type="checkbox"/> Meter Number ( <i>Provide one</i> ) 7264673020	
Project/Facility Name City Hall HVAC Retrofit		Building Type Office 20,000-100,000 sq ft	
Project Site Address 115 Main Street N.		City Hailey	State ID
		Zip 83333	
Applicant Mailing Address ( <i>If different</i> )		City	State Zip
Contact Name Mariel Platt		Title Sustainability Coordinator	
Phone (208) 788-9815	Fax (208) 788-2924	E-mail ( <i>Required</i> ) mariel.platt@haileycityhall.org	

## Supplier or Contractor Information

Company Name ( <i>Legal Name</i> ) Western States Geothermal, LLC		License Number HVC-C-1422	
Mailing Address P.O. Box 2682		City Ketchum	State Zip ID 83340
Contact Name Evan Lawler		Title Business Development Manager	
Phone (208) 726-0637	Fax (208) 726-1262	E-mail ( <i>Required</i> ) evan@westernstatesgeo.com	

## Project Information

Project Completion Date 10/5/2011	Estimated Project Cost \$ 89,481.00	Estimated Incentive \$
Will this project receive grant or stimulus funding? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
If yes, what is the dollar amount of the grant or stimulus funding? \$ _____		

## Project Description/Notes (Optional)

The funds used on this project are the city's match towards the regional EECBG grant. No grant funds are being used to fund this particular facility upgrade. HVAC serves 2nd floor only, which is 8,900 sq. ft. of office and public meeting space.

## Applicant Agreement

I, the undersigned, declare that I am a duly authorized representative of the owner of the building described above, and that I have read and agree to comply with the Easy Upgrades Terms and Conditions and that it will meet all other applicable specifications listed on the attached worksheet(s).

Applicant Name ( <i>please print</i> ) Mayor Rick Davis	Applicant Signature	Date
--	---------------------	------

Within 90 days of project completion, e-mail your application, worksheet(s), and other supporting materials to: [EasyUpgrades@idahopower.com](mailto:EasyUpgrades@idahopower.com) or fax to 208-433-2817.

# Easy Upgrades Terms & Conditions

## Applicant Information and Agreement

### Eligibility

The Easy Upgrades Program applies to commercial or industrial facilities served by Idaho Power on Schedules 7, 9, 19. Residential buildings, irrigation systems, and street lighting accounts are *not* eligible. Details of this program, including incentive levels, are subject to change without prior notice and at Idaho Power's sole discretion.

### Preapproval Application

Submittal of a Preapproval Application and accompanying product spec sheets and data is required for all VFD projects and projects with a projected incentive of \$1,000 or more prior to the purchase and installation of the equipment. Idaho Power will review the Preapproval Application and, if approved, will notify the applicant to proceed with equipment purchase and installation. A site inspection of the facility may be required prior to giving preapproval and will be at the sole discretion of Idaho Power. No warranty is implied by this inspection or the incentive. Incentive payments will be made after the project has been completed and the Payment Application has been submitted, reviewed, and approved by Idaho Power.

### Proof of Purchase

Equipment must be purchased and installed before payment will be issued. Sales slips, invoices, or other documentation itemizing the new equipment purchased must accompany each incentive application. The proof of purchase should indicate the size, type, make, model, or part number of each product installed and the date of purchase.

### Payment Application

Applicants shall submit a Payment Application upon project completion. Each Payment Application shall provide as much detail as deemed necessary by Idaho Power. A copy of all project-related invoices and supporting documentation must accompany the Payment Application. Idaho Power reserves the right to perform a site inspection of the work performed prior to issuing payment. No warranty is implied by this inspection. Incentive payments are for projects where the equipment installed is intended for long-term use. Submitting the Payment Application with incomplete or missing information will delay check processing and/or cause return of the application. False information may lead to cancellation of this and future incentive applications and/or a claim by Idaho Power for the return of any incentive. Idaho Power will not pay more than 100% of the product price and labor, as shown on the invoices. Projects receiving incentive payments through any other Idaho Power incentive program are not eligible for payment through this program for the same equipment or features.

### Third Party Payment

Third party payments are possible, at Idaho Power's sole discretion. If the incentive check is to be made payable to a third party, the applicant must initial consent on the corresponding section of the application. In addition, the required "payee" information must be provided on the application. While the applicant understands that they will not receive the incentive check, the applicant is still bound by the requirements of this agreement. Idaho Power reserves the right to deny third party payment on any given project and/or issue a joint check. Nothing in this paragraph shall be construed or interpreted to create a contractual relationship of any kind between Idaho Power and any entity other than the applicant, or place any obligation on Idaho Power to pay any entity other than the applicant.

### Project Review and Verification

Any project may be subject to an on-site inspection either before, during, or after the project is completed, at Idaho Power's sole discretion. Idaho Power reserves the right to verify sales transactions and inspect all installations.

### Tax Liability

The applicant is responsible for any tax liability imposed as a result of the payment of incentives. Taxpayer identification numbers are required from each applicant prior to payment. Incentive payments greater than \$600 will be reported to the IRS each year.

### No Endorsement

Idaho Power does not endorse any particular manufacturer, product, system design, or design professional in promoting this program. Measures on the application are not necessarily applicable for installation in every building. The omission of other measures does not in any way imply that they may not be effective.

### Safety and Building Codes

The applicant represents that the project complies with all applicable laws, including without limitation, federal, state, and local safety, building and environmental rules, ordinances, codes, regulations and accepted industry standards. All products must be UL-listed and installed per manufacturer's instructions.

### Appropriate Waste Disposal

The applicant represents that all wastes generated as a result of this project are solely the responsibility of the applicant. Applicant further agrees that any waste generated as part of this project will be managed, transported, recycled and/or disposed of in strict compliance with any applicable federal, state or local laws and rules. Idaho Power does not endorse any waste management, transportation, disposal, or recycling options and Idaho Power will not provide any third party payments to waste transporters, disposal facilities, or recycling facilities under this agreement. The applicant will contact DEQ and/or EPA regarding any questions on proper disposal to ensure understanding and compliance.

### Disclaimer of Warranties

Idaho Power neither expressly nor implicitly warrants the performance of installed equipment. The applicant understands that, while Idaho Power may provide an incentive payment to encourage energy efficiency, Idaho Power is not liable for the proper completion of the work performed or the proper performance of any equipment purchased. Contact your contractor for details regarding equipment warranties. Light levels at the conclusion of the project are the sole responsibility of the application and contractor. IDAHO POWER OFFERS NO WARRANTY RELATED TO THIS PROGRAM.

### Information Release

The applicant understands and agrees that Idaho Power and/or its representatives may include a description of this project and other project details in its case studies, brochures, press releases, advertisements, and other marketing materials presented to the public. Idaho Power will attempt to provide notice prior to the use of such information. By providing Idaho Power with timely written notice, the applicant can refuse the inclusion of specific details in such materials.

### Indemnity

The applicant shall indemnify, hold harmless, reimburse and defend Idaho Power from, for, and against any claims, demands, damages, losses, expenses, and liabilities from third parties (collectively, "Claims") arising out of contractor's work and/or the project, provided the Claims are not the result of bodily injury to persons or damage to property caused exclusively by the sole negligence of Idaho Power.

### Grant/Stimulus Funding

For projects receiving grant/stimulus funding (federal or otherwise), only the portion of the project not funded by those funds is eligible for Idaho Power incentives. The Idaho Power incentive added to the grant/stimulus funds shall not exceed 100% of project costs.



AGENDA ITEM SUMMARY

DATE: 9/12/2011

DEPARTMENT: Legal

DEPT. HEAD SIGNATURE: \_\_\_\_\_

SUBJECT:

Bellevue Law Enforcement Contract for Services

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

*(approved contract 2011-23 in August 8, 2011 council mtg.)*

The City of Hailey recently approved a Contract for Services for law enforcement in the City of Bellevue and authorized the mayor to sign. Bellevue then reviewed and approved the same contract except for one change found on page 3 of the attached contract in paragraph 1(C)(7). Bellevue has deleted the word "primarily" in that paragraph. In an earlier draft, Bellevue asked that we delete references to "primarily" which we removed from paragraphs 1(C)(1) and (C)(2). We did not catch the reference to "primarily" in paragraph 1(C)(7). The Chief of Police and I do not object to this latest edit.

Ned

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS

Casele # \_\_\_\_\_  
Budget Line Item # \_\_\_\_\_ YTD Line Item Balance \$ \_\_\_\_\_  
Estimated Hours Spent to Date: \_\_\_\_\_ Estimated Completion Date: \_\_\_\_\_  
Staff Contact: \_\_\_\_\_ Phone # \_\_\_\_\_  
Comments:

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:

Motion to approve the revision to the Contract for Services for law enforcement services in the City of Bellevue and ~~ratify~~ *authorize* the mayor's signature *to initial contract.*

FOLLOW-UP REMARKS:

RECEIVED  
SEP 02 2011  
BY:

RECEIVED  
SEP 02 2011  
BY:

CITY OF BELLEVUE, IDAHO

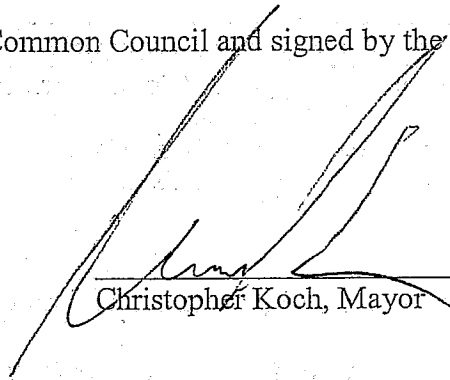
RESOLUTION NO 995

A RESOLUTION OF THE CITY OF BELLEVUE, IDAHO, AUTHORIZING  
THE MAYOR TO ENTER INTO A CONTRACT

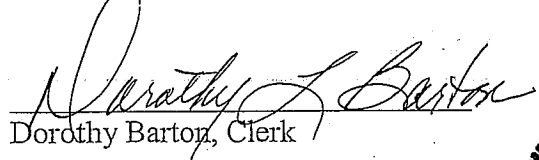
BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF  
BELLEVUE, IDAHO, AS FOLLOWS:

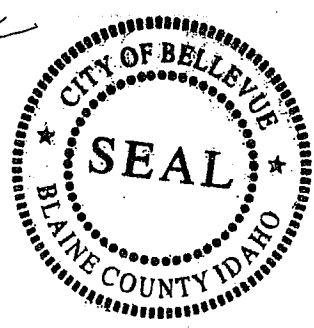
The City of Bellevue, Idaho, shall enter into a contract with the City of  
Hailey, Hailey Police Department for Enhanced Law Enforcement services from  
October 1, 2011 to September 30, 2012; the Mayor is hereby authorized to execute the  
same on behalf of said City.

ADOPTED by the Bellevue Common Council and signed by the Mayor  
this 25<sup>th</sup> day of August, 2011.

  
\_\_\_\_\_  
Christopher Koch, Mayor

ATTEST

  
\_\_\_\_\_  
Dorothy Barton, Clerk



CONTRACT FOR SERVICES  
(City of Bellevue Law Enforcement)

This Contract for Services ("Contract") is made and entered into this 25 day of August, 2011, by and between the City of Hailey, an Idaho municipal corporation ("Hailey") and the City of Bellevue, Idaho, an Idaho municipal corporation ("Bellevue"). (Hailey and Bellevue may individually be referred to as a "Party" and are collectively referred to as the "Parties").

RECITALS

A. Bellevue has requested proposals for law enforcement services and has selected the Hailey Police Department to provide law enforcement services within the city limits of Bellevue.

B. Bellevue desires to enter into a contract with Hailey for the performance of law enforcement protection within the corporate limits of Bellevue.

C. The Parties enter into this Contract for the purpose of establishing reasonable terms and conditions, with consideration based on the reasonable value of services actually rendered under the Contract.

D. This Contract is authorized and provided for by the provisions of Idaho Code §§ 50-301 and 67-2332.

E. The Parties have independently determined that it is in their best interest to enter into this Contract, subject to the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, agreements, terms and conditions set forth herein, the Parties covenant and agree as follows:

1. Law Enforcement Services. Hailey shall provide to Bellevue, the law enforcement services set forth below as included services, together with those services set forth in this Agreement.

A. Included Services. Hailey shall provide the following services within the city limits of Bellevue:

1) Reactive patrol to enforce state law and City-adopted municipal ordinances and traffic codes and to respond to residents' and business complaints and calls for service;

2) Proactive patrol to prevent and deter criminal activity;

3) Traffic patrol to enforce applicable traffic codes;

4) Investigation of crimes, infractions, misdemeanors and felonies;

5) Animal control;

6) Crime prevention, community policing, and involvement of Hailey law enforcement personnel in community events;

7) Investigation services by peace officers for felony crimes and misdemeanors. These officers are supported by crime analysis, polygraph, identification, and evidence control;

8) Critical incident operational services; and

9) Administrative services including, without limitation, planning and statistics, subpoena control, training, accounting, payroll, personnel, media relations, fleet control, radio maintenance, purchasing, records, and inspections/internal investigations.

B. Excluded Services. Hailey shall not be required to provide the following services under this Contract:

1) Investigative services for Bellevue for civil matters (e.g., personnel issues).

2) Dispatch services.

3) Record Management System (RMS) services.

4) Misdemeanor prosecutorial services.

C. Method of Service.

1) Hailey shall keep the Bellevue Marshal's Office open at a location designated by Bellevue and Hailey shall staff the office with a full-time Bellevue Marshal, and three (3) additional full-time law enforcement officers everyday during the Initial Term and Extended Term, if any, between 7:00 o'clock a.m. and 3:00 o'clock a.m. on the following day. During the period of time between 3:00 o'clock a.m. and 7:00 o'clock a.m., Hailey will address any emergency law enforcement issue by allowing one or more of its officers to respond. A peace officer shall be appointed as the Bellevue Marshal assigned to Bellevue by Hailey on a full-time basis and shall be approved in advance, along with any replacement, by the Mayor and City Council of Bellevue. Hailey law enforcement officers assigned to work within Bellevue under this Agreement shall be appointed as sworn peace officers of the Marshal's office and shall wear Bellevue uniforms. To provide 24 hour coverage as described herein, all Hailey law enforcement officers shall be appointed as sworn peace officers.

2) All Hailey employees assigned to work within Bellevue shall be issued a Bellevue citation book and shall issue Bellevue citations for all traffic and misdemeanor offenses occurring within Bellevue. All revenue received from citations issued and other revenues received within Bellevue shall be the sole property of Bellevue. Other funds received or property forfeited as a result of crimes or infractions occurring within Bellevue, which would become the sole property of Bellevue if Bellevue had its own independent Marshal's office, shall be the sole property of Bellevue unless such funds or forfeited property resulted from an interagency task force, including but not limited to, the Narcotics Enforcement Team.

3) Positions shall be assigned to Bellevue and shall be dedicated to work within the city limits of Bellevue, subject to responses to assist another jurisdiction in case of emergency.



4) Hailey shall exercise its best efforts to insure that the number of such positions assigned to Bellevue remain constant. Bellevue recognizes that the officers assigned to Bellevue may be unavailable at times due to staffing shortages, training, vacation, sick leave, or other leave. Notwithstanding an officer's absence, calls for service in Bellevue will be responded to by appropriate Hailey personnel. The transfer of personnel will be coordinated by Hailey, in consultation with the Mayor or designee, to minimize the impact of potential vacancies.

5) Except as set forth in this Agreement, support and administrative services shall be provided to the City at the level, degree and type as provided by Hailey in Hailey.

6) All Hailey law enforcement personnel operating within Bellevue under this Agreement shall be adequately trained and supervised by Hailey.

7) Certain vehicles operating in Bellevue under this Agreement shall have graphics with Bellevue identification. These vehicles shall be operated by Hailey employees assigned to work primarily within the City of Bellevue. Any changes in graphics will be done in consultation with the Mayor. *UB*

#### D. Special Provisions.

1) Hailey shall be responsible for the repair and preventive maintenance of all equipment, software, and accessories that are used in conjunction with the mobile computing program.

2) Hailey shall be responsible for the payment of salary and benefits for personnel providing the services hereunder consistent with Hailey's personnel and compensation programs, along with any associated clothing allowance, supplies, services, telephone, motor pool, systems services, insurance, equipment and associated administrative costs. Hailey shall be responsible for the costs of maintenance and operation (e.g., fuel) of the Bellevue police vehicles up to \$12,000 per year for such costs of maintenance and operation.

3) The Hailey Chief of Police and Bellevue Marshal shall consult with the Mayor and City Council of Bellevue prior to any significant changes in law enforcement and will consult with the Mayor and City Council of Bellevue with regard to law enforcement issues, including long-range law enforcement planning, within Bellevue.

4) The Bellevue Mayor shall have direct access to the Hailey Chief of Police on any matter relating to this Agreement and law enforcement generally within Bellevue.

5) At the request of Bellevue, Hailey will review and comment upon law enforcement impact and needs relative to subdivisions, annexations and other development proposals submitted to Bellevue.

6) The Hailey Chief of Police and the Bellevue Marshal shall meet with the Mayor and City Council of Bellevue during the City's annual budgeting process to consult on the law enforcement needs of Bellevue for the upcoming fiscal year and any renegotiation of this Contract and to assess equipment needs for providing services under this Contract.

7) This Contract does not supersede any joint powers agreement or mutual aid agreement entered into by the Parties.

2. Term. This Contract is effective commencing at 12:01 o'clock a.m. on October 1, 2011, and continuing until midnight September 30, 2012 ("Initial Term"). The term of this Contract shall be automatically extended by the parties for one (1) additional one (1) year term after the Initial Term ("Extended Term") under the same terms and conditions of this Contract unless either Party provides written notification of its intent to allow the expiration of the Contract more than thirty (30) days before the expiration of the Initial Term.

3. Consideration. Bellevue shall pay Hailey for the services provided in paragraph 1 under this Contract the sum total of Three Hundred Twelve Thousand Eight Hundred Eighteen and 80/100's Dollars (\$312,818.80), which shall be paid in twelve (12) equal monthly installments of Twenty Six Thousand Sixty Eight and 23/100's Dollars (\$26,068.23) per month beginning on or before October 10, 2011 and on or before the tenth day of each month thereafter during the Initial Term or Extended Term, if any. In the event Bellevue fails to make a monthly payment within fifteen (15) days of the payment due date as provided herein, Bellevue shall be responsible for paying the delinquent amount and an additional payment equal to the current rate of return for the State of Idaho Local Government Investment Pool on the delinquent amount for the entire period of the delinquency.

4. Additional Services: Bellevue may request services for special events from the Bellevue Marshal that are in addition to the services set forth in Paragraph 1(A) of this Contract and shall give the Bellevue Marshal and Hailey reasonable notice of such a request. When such a request is made, the Bellevue Marshal and Hailey will not unreasonably withhold their approval of such additional services. Bellevue agrees to pay for any mutually agreed overtime, salary, special pay, benefits, equipment, supply or any other costs relating to or resulting from the provision of services for the requested additional service.

5. Reporting.

A. Data Collection. Hailey shall maintain accurate data collection on law enforcement services and criminal activity within the city limits of Bellevue.

B. Notification of Criminal Activity: As soon as practicable, Hailey will notify the Bellevue Mayor in the event of a significant criminal occurrence within Bellevue.

C. Monthly Reports: Hailey will report monthly on law enforcement activities, traffic incidents and criminal activity within Bellevue. The Bellevue Marshal or designee will attend all regular meetings of the Bellevue City Council and any special council meeting called with regard to law enforcement issues at which the Marshal's attendance is requested. The Bellevue Marshal or designee shall also attend all city management team meetings as appropriate.

6. Independent Contractor; Personnel and Equipment. The Parties agree that Hailey is acting hereunder as an independent contractor for Bellevue and that Bellevue releases any right of control over the method, manner or means by which Hailey performs its duties and responsibilities hereunder. Consistent with the independent contractor status, 1) control of personnel, standards of performance, discipline and all other aspects of performance shall be governed entirely by Hailey (allegations of misconduct shall be investigated in accordance with Hailey protocol); 2) all persons rendering service hereunder shall be Hailey employees employed by Hailey; 3) all liabilities for salaries, wages, any other compensation, employee injury or

sickness, and employee complaints arising from services by Hailey hereunder shall be the responsibility of Hailey; 4) Hailey shall furnish personnel, equipment, materials, supplies and such resources and material in accordance with this Contract and as necessary to provide the level of law enforcement service herein described; and 5) ownership of equipment purchased by Hailey shall be retained by Hailey.

7. Bellevue Owned Property. and Evidence

A. Property. Bellevue currently owns certain vehicles, equipment and other property ("Bellevue Property") which Hailey will use in the performance of this Contract. Any new equipment and other property paid for by Bellevue as a specific capital acquisition line item in the annual budget paid for by Bellevue shall be the property of Bellevue. Bellevue shall provide Hailey with a written inventory list of the Bellevue Property. Upon the expiration or termination of this Contract, all property owned by Bellevue shall be returned to the possession of Bellevue. Hailey shall update the written Inventory List of all Bellevue property. Bellevue shall maintain insurance on the Bellevue Property.

B. Evidence. Hailey shall maintain a written inventory list of all evidence that is taken in on behalf of Bellevue for the purposes of carrying out this Contract, which inventory list of Bellevue evidence shall remain in the possession and control of Hailey. The transfer of the chain of custody of evidence shall be under the direction of the Hailey in accordance with law. Hailey shall control and dispose of all evidence acquired under the terms of this Contract in accordance with law.

8. Bellevue Responsibilities.

A. Municipal Police Authority: Bellevue hereby confers municipal police authority on Hailey and the Hailey Police Department and its officers to enforce city and state laws within the city limits of Bellevue for the purpose of carrying out this Contract.

B. Special Supplies: Except as otherwise expressly provided for herein, Bellevue will supply at its own cost and expense any special supplies, stationery, notices, forms, and the like where such must be issued in the name of Bellevue.

C. Bellevue Building and Grounds: Bellevue will pay all of the utilities and casualty insurance on building housing the Bellevue Marshal's Office, and maintain the structural components of the building in a good state of condition and repair.

D. Bellevue Vehicles. Bellevue shall provide Hailey the use of its two (2) police vehicles to provide the law enforcement services described in this Contract. Bellevue shall be responsible for the costs of maintenance and operation (e.g., fuel) of the Bellevue police vehicles if the cost of such maintenance and operation exceeds \$12,000 per year.

9. Termination Process. Each party may initiate a process to terminate this Contract as follows:

A. Notice of Termination: In the event either Party hereto desires to terminate this Contract prior to the expiration date, such Party may do so by giving 120 days advance written notice to the other Party.

B. Transition Plan: Within 30 days of the receipt of such written termination notice, the Parties shall commence work on and complete a mutually agreed-upon transition plan

providing for an orderly transition of responsibilities from Hailey to Bellevue. The planning method should proceed along the lines of a project management approach to facilitate the joint planning process by Bellevue and Hailey. The overarching goal of the transition plan will be to ensure there is no disruption in service to the community. Each party shall bear its respective costs in developing the transition plan.

10. Insurance Requirements. Each Party shall maintain in full force and effect, at its sole cost and expense, during the term of this Agreement, commercial general liability insurance for the purpose of protecting each other against liability for loss or damage, for bodily injury, property damage, personal injury, death, civil rights violations, and errors and omissions, relating to the operations of the other Party under this Agreement. Such policies shall provide insurance against property damage in an amount not less than \$500,000.00 and bodily injury with limits of not less \$500,000.00 per person and \$1,000,000.00 total for each occurrence; provided, however, the minimum limits of insurance as set forth herein shall be automatically increased at any time the liability limits of either Party are increased pursuant to the Idaho Tort Claims Act (*Idaho Code Sections 6-901 et seq.*). Such insurance shall be noncancellable except upon thirty (30) days prior written notice to the other Party.

11. Indemnification.

A. Bellevue To Hold Hailey Harmless: Bellevue, its officers, agents, and employees, shall not be deemed to have assumed any liability for the acts of Hailey or any officers, agents or employees thereof, and Bellevue hereby covenants and agrees to hold and save Hailey and all of its officers, agents, and employees harmless from all claims whatsoever that might arise against Hailey, its officers, agents, or employees, by reasons of any acts or failures to act on the part of Bellevue, its officers, agents or employees.

B. Hailey to Hold Bellevue Harmless: Hailey hereby covenants to hold and save Bellevue and all its officers, agents, and employees, harmless from all claims whatsoever that might arise against Bellevue, its officers, agents, or employees by reason of any acts or failures to act on the part of Hailey, its officers, agents, or employees in the performance of the duties required by the terms of this Agreement. As described in Paragraph 6 of this Contract, the Bellevue Marshal and his staff are considered employees of Hailey and the Hailey Police Department for purposes of this Contract.

C. Liability Related to City Ordinances, Policies, Rules and Regulations: In executing this Contract, Hailey and the Hailey Police Department do not assume liability or responsibility for or in any way release Bellevue from any liability or responsibility which arises in whole or in part from the existence or effect of Bellevue ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such Bellevue ordinance, policy, rule or regulation is at issue, Bellevue shall defend the same at its sole expense and, if judgment is entered or damages are awarded against Bellevue, Hailey, the Hailey Police Department, or any combination of these entities, Bellevue shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

12. Audits and Inspections. The records and documents with respect to all matters covered by this Contract shall be subject to inspection, review or audit by Hailey or Bellevue during the term of this Contract and three (3) years after expiration or termination, as the case may be, unless such records are exempt from disclosure under the Idaho Public Records Laws, or other applicable law.

13. Contract Administration.

A. Contract Administrators: The Bellevue Mayor or his/her designee and the Bellevue Marshal shall serve as contract administrators to review contract performance and resolve operational problems or issues hereunder or with regard to law enforcement within Bellevue.

B. Referral of Unresolved Problems: The Bellevue Mayor shall refer any police service operational problem, which cannot be resolved with the Bellevue Marshal to the Hailey Chief of Police. The Chief of Police and Bellevue Mayor shall meet as necessary to resolve such issues.

14. General Provisions.

A. Police Powers. Nothing contained herein is intended to limit the police powers or other powers of Hailey or Bellevue. This Contract shall not be construed to modify or waive any law, ordinance, rule, or regulations of Bellevue or Hailey, or any subsequent amendment thereof.

B. Amendment. This Contract may be revised, amended, or canceled in whole or in part, only by means of a written instrument executed by the Parties hereto.

C. Assignment. Neither this Contract nor any portion thereof may be assigned by any party hereto without the prior written consent of the other Party.

D. Default. In the event either Party, its successor and assign, fail to faithfully comply with all the terms and conditions included in this Contract, it shall be in breach of this Contract. In addition to all other remedies at law or in equity, this Contract shall be enforceable by specific performance by either party hereto. All remedies shall be cumulative.

E. Notices: Any and all notices, demands, requests, and other communications required to be given hereunder by either of the Parties hereto shall be in writing and be deemed properly served or delivered, if delivered by hand to the party to whose attention it is directed, or when sent, three (3) days after deposit in the U.S. mail, postage prepaid, or upon the sending of a facsimile, followed by a copy sent by U.S. mail as provided herein, addressed as follows:

To Bellevue: City of Bellevue, Idaho  
c/o City Clerk  
P.O. Box 825  
Bellevue, ID 83313

To Hailey: City of Hailey  
115 Main Street So.  
Hailey, Idaho 83333

or at such other address, or facsimile number, or to such other party which any party entitled to receive notice hereunder designates to the other in writing as provided above.

F. Attorney Fees: In the event either party hereto is required to retain counsel to enforce a provision of this Contract, or to recover damages resulting from a breach hereof, the prevailing party shall be entitled to recover from the other party all reasonable costs

and attorney's fees incurred, including without limitation on appeal.

G. Entire Agreement/Waiver of Default: The Parties agree that this Contract is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. The Parties recognize that time is of the essence in the performance of the provisions of this Contract. Waiver or breach of any provision of the Contract shall not be deemed to be waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract.

H. Partial Invalidity: In the event any portion of this Contract shall be determined by any court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions of this Contract, or parts hereof, shall remain in full force and effect.

I. Captions: The captions of this Contract are inserted only for the purpose of convenience and in no way define, limit or prescribe the scope or intent of this Contract or any part hereof.

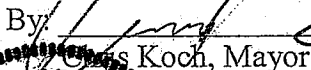
J. No Presumptions: No presumption shall exist in favor or against any party to this Contract as a result of the drafting and/or preparation of this Contract.

K. Recitals Incorporated: The recitals set forth in this Contract are hereby incorporated herein by reference.

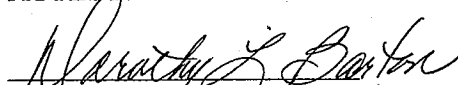
L. No Third Party Beneficiaries. This Contract is not intended, nor shall it be deemed or construed, to create or confer any rights upon third parties.

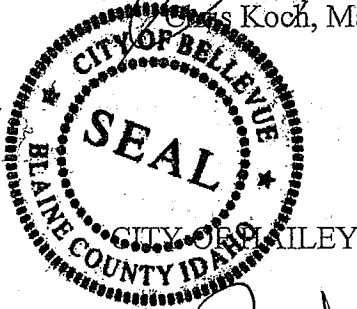
IN WITNESS WHEREOF, the parties have executed this Contract for Services effective on the date and year set forth herein.

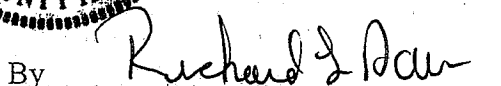
CITY OF BELLEVUE, IDAHO

By:   
Thomas Koch, Mayor


ATTEST:

  
Dee Barton, City Clerk



By:   
Richard L. Davis, Mayor

ATTEST:

  
Mary Cone, City Clerk

