

City of Emmett Council Meeting

January 14, 2020

The Emmett City Council held a regular meeting at 501 E. Main Street, Emmett, Idaho.

Mayor Gordon Petrie called the meeting to order at 7:00p.m.

Mayor Gordon Petrie led the **Pledge of Allegiance**

Lance Zagaris offered the **Community Invocation**

Council Present: Council President Michelle Welch, Councilman Shawn Alder, Councilman Gary Resinkin, Councilman Steve Nebeker, Councilman Tona Henderson, Councilman Mike Stout, Councilman Butler, Councilman Sorenson

Staff Present: Lyleen Jerome, Brian Sullivan, Curt Christensen, Alyce Kelley, Steve Kunka, Clint Seamons, Mike Knittel, Stephanie Johnson, Anna Marie Young.

Public Present: Les , Turner, Emmy & Rebecca Webb - 4213 Beacon Ave, Pat Petrie - 501 E. 2nd St., Clara, Christian, Caleb White and Jennifer Petrie White - 2700 E. Locust St., Elton Andrews - 4309 Frozen Dog Rd., Susan Heffner - 909 S. Hayes Ave, Tim Rynearson - 511 E. 7th, Bob Jensen - 523 E. 4th St. Roger Van Middendorp - 622 N. Commercial Ave., John Harshman - 616 E. Main, Stephen Frey - 901 S. Hayes, Barrie Smith - 955 E. Black Canyon, Paul Henry - 315 S. Commercial, Dori Millan Sotelo and Aaron Millan - 725 W. 4th St., Joe Morton 5726 Silverleaf Ext., Amy Helmick 1202 Sunset.

Councilman Nebeker made a **MOTION TO APPROVE THE AGENDA. Seconded by Councilman Henderson. 6 -AYES, 0- NOES. Motion Carried.**

Amendments to the Agenda:

Declaration of Conflicts of Interest: - None

Declaration of Council Members' Discussion Outside an Open Meeting: - Council President Welch declared that she had reached out to a couple of councilmen regarding the position of Council President but no discussion was had.

CONSENT AGENDA:

A. Approval of Minutes – December 17, 2019

B. Approval of Accounts Payable.

Councilman Henderson made a **MOTION TO ACCEPT THE CONSENT AGENDA. Seconded by Councilman Alder. 6 – AYES, 0- NOES. Motion Carried.**

Councilman Nebeker made a **MOTION A MOTION TO GO INTO RECESS FOR 15 MINUTES. SECONDED BY COUNCILMAN HENDERSON. 6 - AYES, 0 - NOES. MOTION CARRIED.**

ELECTED OFFICIALS:

A. Oath of Office

Mayor - Gordon Petrie by City Clerk, Lyleen Jerome. City Clerk Lyleen Jerome swore Mayor Gordon Petrie into the office of Mayor for a term of four (4) years.

Council - Thomas Butler, Eltona Henderson and Denise Sorenson, by Mayor Gordon Petrie. Mayor Petrie swore Thomas Butler, Eltona Henderson and Denise Sorenson as Councilman for a term of four (4) years.

B. City Council

Election of Council President – Councilman Resinkin nominated Councilman Nebeker to a two (2) year term of Council President.

Councilman Butler nominated Councilman Welch to a two (2) year term of Council President. Councilman Welch respectfully declined the nomination.

No other nominations were made. Councilman Resinkin made a **MOTION TO APPROVE COUNCILMAN NEBEKER TO A TWO (2) YEAR TERM OF COUNCIL PRESIDENT. SECONDED BY COUNCILMAN HENDERSON. 6 – AYES, 0 – NOES. MOTION CARRIED.**

PUBLIC HEARING CONTINUATION FROM THE DECEMBER 17, 2019 CITY COUNCIL MEETING

A. Councilman Nebeker disclosed that he had sook out information on the possible Trash Receptacles and Fee Increase and told the Council what he had found out so that everyone had the knowledge that he had gleaned. Clint Seamons, Director of Public Works presented further information to the Council and answered questions. Counselor Sweeten discussed the Constitutionality of the program. Mayor Petrie asked for further input from the public three times.

B. The Public Hearing was adjourned at 8:01pm

C. Councilman Nebeker made a motion to **APPROVE THE FEE INCREASE FOR MANDATORY TRASH RECEPTACLES, INCREASING FEES FROM THE FOLLOWING AND ADDING OVERFLOW TRASH STICKERS TO TRASH COLLECTION:**
CURRENT BASE FEE = \$11.81 RESIDENTIAL, \$23.81 COMMERCIAL
CART RENTAL + TAX = \$2.18 + \$.13 TAX = \$2.31 PER MONTH
TOTAL CHARGE PER MONTH = \$14.12 RESIDENTIAL, \$26.12 COMMERCIAL
OVERFLOW TRASH STICKER: FIRST SHEET, (5) STICKERS ARE FREE PER ACCOUNT
HOLDER. EXTRA SHEET OF 5 STICKERS = \$7.00 PURCHASED AT EMMETT SANITATION.
SECONDED BY COUNCILMAN WELCH. 4 - AYES, 2 - NOES. MOTION CARRIED.

City of Emmett Council Meeting

January 14, 2020

NON-CONSENT AGENDA

Information and Discussion on Property Tax Regulation – Gem County Assessor Hollie Ann Strange presented information on the Property Tax Regulations. Discussion ensued.

BUSINESS:

A. Elton Andrews of Andrews Properties requested Approval of a Water Waiver at Oakwood Park LLC, 720 S. Johns Avenue. Council President Nebeker made a **MOTION TO APPROVE A WATER WAIVER IN THE AMOUNT OF \$4,005.51 AT OAKWOOD PARK LLC, 720 S. JOHNS AVENUE. SECONDED BY COUNCILMAN HENDERSON. 6 – AYES, 0 – NOES. MOTION CARRIED.**

B. City Clerk Lyleen Jerome requested approval of the City Council Meeting Dates for 2020. Councilman Henderson made a **MOTION TO APPROVE THE CITY COUNCIL MEETING DATES FOR 2020. SECONDED BY COUNCILMAN RESINKIN. 6 – AYES, 0 – NOES. MOTION CARRIED.**

C. Police Chief Steve Kunka requested approval of the Sales Agreement with Musick Auction and for the Mayor to sign. Council President Nebeker made a **MOTION TO APPROVE THE SALES AGREEMENT WITH MUSICK AUCTION AND FOR THE MAYOR TO SIGN. SECONDED BY COUNCILMAN WELCH. ROLL CALL VOTE. ROLL CALL VOTE. COUNCIL PRESIDENT WELCH - AYE, COUNCILMAN BUTLER - AYE, COUNCILMAN HENDERSON - AYE, COUNCILMAN NEBEKER - AYE, COUNCILMAN SORENSON - AYE, COUNCILMAN RESINKIN AYE. MOTION CARRIED.**

DEPARTMENT/ ACTIVITY REPORTS

- A. **Building Official/City Planner** – Brian Sullivan - no report
- B. **City Clerk** – Lyleen Jerome - no report
- C. **Fire** – Chief Curt Christensen - no report
- D. **Library** – Alyce Kelley - no report
- E. **Police** – Chief Steve Kunka - no report.
- F. **Public Works** – Director Clint Seamons - no report.
- G. **Systems Administrator** – Mike Knittel - no report.
- H. **Engineer**

Councilman Henderson made a **MOTION TO ADJOURN, SECONDED BY COUNCILMAN RESINKIN, 6 – AYES, 0 – NOES. Motion Carried.**

Meeting Adjourned at 8:48 p.m.

Mayor Gordon Petrie

Lyleen Jerome, City Clerk



EMMETT POLICE DEPARTMENT

501 E. Main Street – Emmett, ID 83617

Fax 365-6062 Phone 365-6055

Steve Kunka, Chief of Police

January 22, 2020

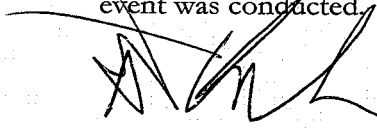
Mayor Gordon Petrie
Emmett City Council

This is my approval to the request from the Cruise Night Volunteers for a controlled cruise on July 18, 2020. The controlled cruise that has been developed has helped eliminate some of the congestion seen in the prior years. For law enforcement, this has helped us as it has limited the amount of vehicles on the roadway during the dedicated cruise time and we were able to concentrate on other areas of need. In the past years South Washington Avenue was opened back up at 9:00 PM to all traffic and this was when the police officers started receiving more calls for service. On January 16, 2020 I was contacted by Tom and Jennifer Driscoll who advised the Lions Club would be assisting the Cruise Night Volunteers by providing the insurance for the controlled cruise. Jennifer also gave me a traffic control plan that was provided to her by Idaho Traffic Control. Jennifer stated the Cruise Night Volunteers were planning on also having a flagger at each intersection along with the traffic control signs like they did the year before. These flaggers will not be used to direct traffic but rather present to assure that motorists abide by the traffic control signs. If traffic issues do arise The Emmett Police Department and or other Law Enforcement agencies, assisting the Emmett Police Department, will be contacted to handle.

If approved by City Council please consider the following.

- Providing traffic Vests for Volunteers at intersections
- Written document of what is expected from Volunteers at intersections.
- Include responsible person's names and phone numbers with written document to Police.
- The police department will not have officers available for traffic control

During the 2019 cruise the Emmett Police Department was very pleased with the way this event was conducted. We expect the same in 2020.



Steve O. Kunka
Chief of Police

Driscoll

481 East Idaho Blvd

Emmett, ID

208.217.2758

Mr. Mayor and Esteemed Council,

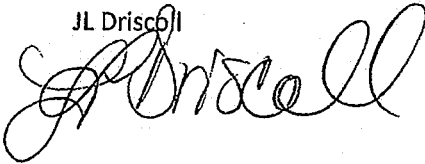
January 21, 2020

I am writing this in hopes my husband, Thomas Driscoll and myself, Jennifer Driscoll may be placed on the agenda for the City Council meeting of January 28, 2020. We are organizing the 2020 Emmett Cruise Night and would like to request the needed road closures. Harry Granger, also of the Lion's Club may be present and speaking as well though that is not certain.

I thank you for your time and consideration in this matter.

My best regards,

JL Driscoll

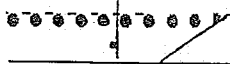
A handwritten signature in cursive script, appearing to read 'JL Driscoll', written in black ink.



Speed Limit is 25 MPH
All conflicting signs will be covered

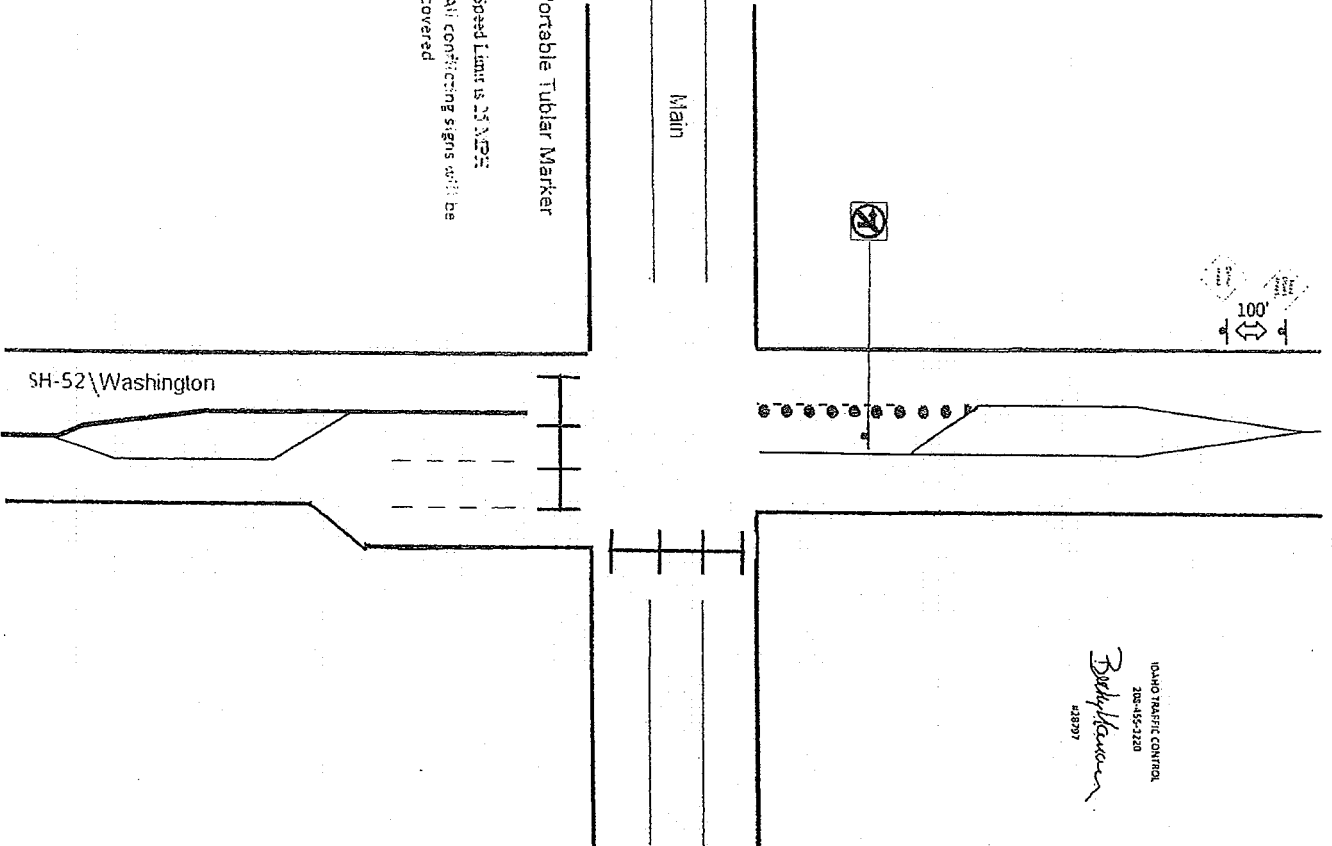
⊙ - Portable Tubular Marker

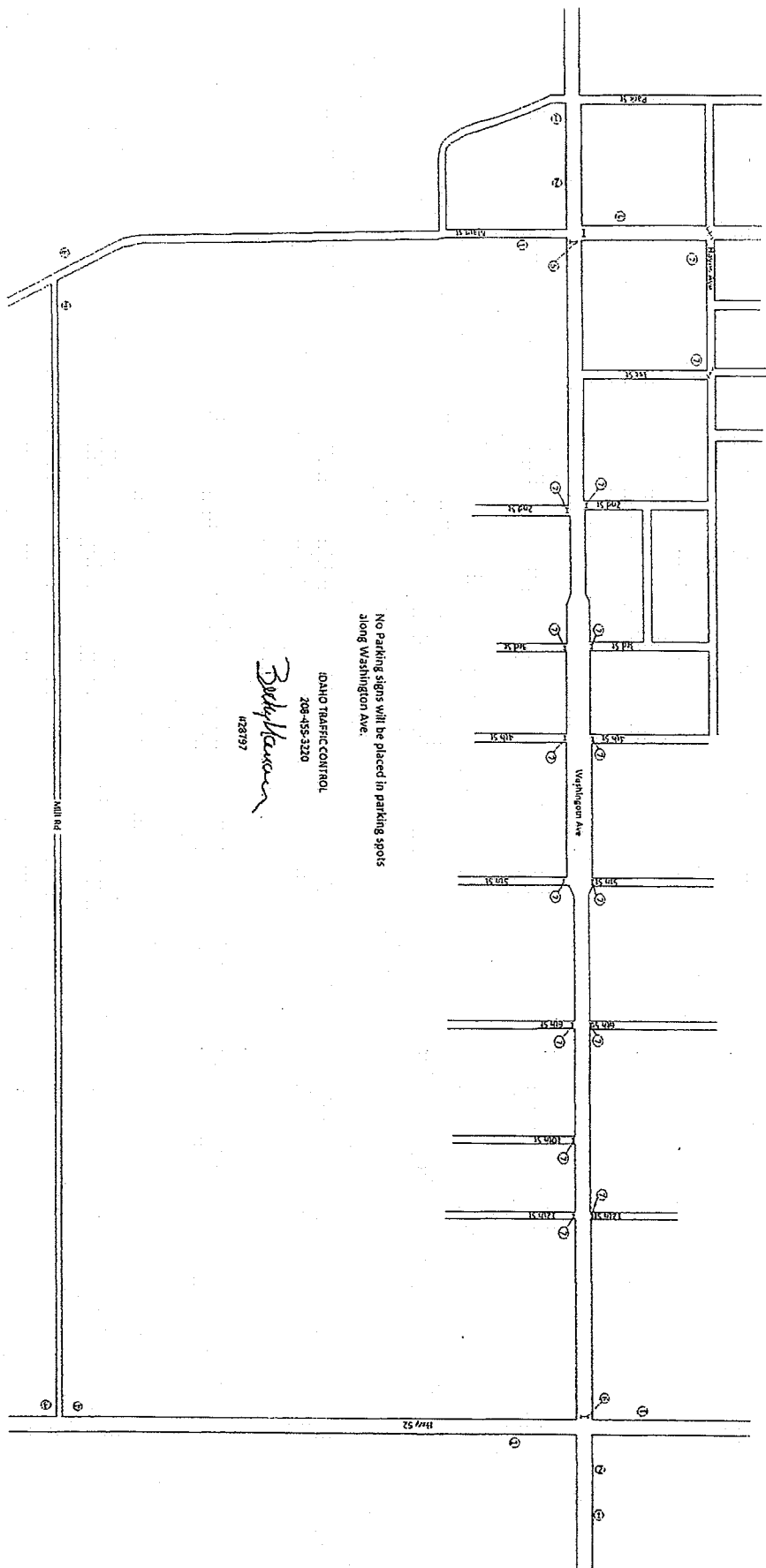
Main



SH-52\Washington

ILMHO TRAFFIC CONTROL
208-455-1220
Bobby Korman
418297





No parking signs will be placed in parking spots
along Washington Ave.

IDAHO TRAFFIC CONTROL
208-455-3220
Boyd Hansen
428197

Mill Rd

Washington Ave

1947 52

Note: Sign Spacing will be according to MUTCD standards.

Sales Yard Rd

ROAD CLOSED AHEAD
W20-3
48"X48"

DETOUR AHEAD
W20-2
48"X48"

ROAD CLOSED AHEAD
W20-3
48"X48"

Hwy 52

Hwy 16

ROAD CLOSED AHEAD
W20-3
48"X48"

Hwy 52

ROAD CLOSED
ROAD CLOSED
ROAD CLOSED
THRU TRAFFIC

12th St

10th St

6th St

5th St

4th St

3rd St

2nd St

1st St

ROAD CLOSED TO THRU TRAFFIC
DETOUR

Hwy 52

IDAHO TRAFFIC CONTROL

208-455-3220

Rocky Hancock

#28797

Boise Ave

Mill Rd

Johns Ave

Mckinley Ave

Wardwell Ave

Hayes Ave

Washington Ave

Main St

Park St

ROAD CLOSED AHEAD
W20-3
48"X48"

Hwy 52

DETOUR AHEAD
W20-2
48"X48"

ROAD CLOSED AHEAD
W20-3
48"X48"

DETOUR
M4-9R
24"X30"

DETOUR

M4-9L
24"X30"

DETOUR
M4-9R
24"X30"

DETOUR
M4-9L
24"X30"

STATEMENT OF PURPOSE

RS _____

The purpose of this legislation is to treat the use of certain electronic devices behind-the-wheel as an infraction. The bill addresses safety concerns associated with a significant portion of distracted driving crashes. The legislation defines enforcement and retains conditions under which electronic device communications would be allowed. This legislation also addresses the problem of having a growing patchwork of local ordinances.

FISCAL NOTE

This legislation has no impact on the General Fund except for the cost of enforcement by state police, which may be offset by fine revenue. There will be a small cost to local law enforcement and the courts as potential violations of the new law are enforced.

Contact:

Jeff Neumeyer, United Heritage Insurance
(208) 475-0919
John Mackey, United Heritage Insurance
(208) 250-2204

DISCLAIMER: This statement of purpose and fiscal note are a mere attachment to this bill and prepared by a proponent of the bill. It is neither intended as an expression of legislative intent nor intended for any use outside of the legislative process, including judicial review (Joint Rule 18).

IN THE SENATE

SENATE BILL NO. _____

BY TRANSPORTATION COMMITTEE

AN ACT

RELATING TO MOTOR VEHICLES; REPEALING SECTION 49-1401A, IDAHO CODE, RELATING TO TEXTING WHILE DRIVING; AND AMENDING CHAPTER 14, TITLE 49, IDAHO CODE, BY THE ADDITION OF A NEW SECTION 49-1401A, IDAHO CODE, TO DEFINE TERMS, TO PROHIBIT PERSONS FROM OPERATING A MOTOR VEHICLE WHILE USING A MOBILE ELECTRONIC DEVICE, TO PROVIDE EXCEPTIONS, TO PROHIBIT PERSONS FROM OPERATING A MOTOR VEHICLE WHILE WEARING EARPHONES, TO PROVIDE PENALTIES, AND TO PROVIDE THAT THE STATE PREEMPTS THE FIELD OF REGULATING THE USE OF PERSONAL ELECTRONIC DEVICES IN MOTOR VEHICLES WHILE DRIVING.

Be It Enacted by the Legislature of the State of Idaho:

SECTION 1. That Section 49-1401A, Idaho Code, be, and the same is hereby repealed.

SECTION 2. That Chapter 14, Title 49, Idaho Code, be, and the same is hereby amended by the addition thereto of a NEW SECTION, to be known and designated as Section 49-1401A, Idaho Code, and to read as follows:

49-1401A. DISTRACTED DRIVING. (1) As used in this section:

- (a) "Mobile electronic device" means a cellular telephone; broadband personal communication device; two-way messaging device; text messaging device; pager; personal digital assistant; laptop computer; computer tablet; stand-alone computer; portable computing device; mobile device with a touchscreen display that is designed to be worn; electronic games; equipment that is capable of playing a video or recording or transmitting video; or any similar electronic device that is used to initiate, receive, or display communication or information.. "Mobile electronic device" does not include a radio designed for the citizens band radio service or the amateur radio service of the federal communications commission or a commercial two-way radio communications device, an information or communication system installed within a vehicle, a subscription-based emergency communication device, or a prescribed medical device.
- (b) "Operate" means to drive or assume physical control of a motor vehicle upon a public way, street, road, or highway including while temporarily stationary because of traffic, a traffic control device, or other momentary delays. "Operate" does not include a motor vehicle that is lawfully parked or that has pulled to the side of or off the road at a location where it is legal to do so and where the vehicle remains stationary.

- (2) Except as provided in this subsection, a person shall not operate a motor vehicle while using a mobile electronic device. The provisions of this subsection shall not apply to:
- (a) A law enforcement officer, firefighter, emergency medical technician, paramedic, operator of an authorized emergency vehicle, or similarly engaged paid or volunteer public safety first responder during the performance of that person's official duties, and a public utility employee or contractor acting within the scope of that person's employment when responding to a public utility emergency;
 - (b) The use of a mobile electronic device for emergency purposes, including a text messaging device to contact a 911 system, an emergency call to a law enforcement agency, health care provider, fire department, or other emergency services agency or entity; reporting a fire, traffic accident, serious road hazard, or medical or hazardous materials emergency to appropriate authorities; reporting the operator of another motor vehicle who is driving in a reckless or otherwise unsafe manner or who appears to be driving under the influence of alcohol or drugs; or reporting a crime;
 - (c) The use of a global positioning or navigation system feature of a mobile electronic device, provided that the operator of the vehicle is not manually entering information into the global positioning or navigation system feature of the device;
 - (d) The selection of a telephone number or name for the purpose of making or receiving a telephone call, provided that the action is performed through one-touch access or by voice command;
 - (e) The use of a mobile electronic device in a voice-operated or handsfree mode if the operator of the motor vehicle does not use their hands to operate the device, except through one-touch activation or deactivation of a feature or function of the device;
 - (f) The use of a mobile electronic device by a governmental or commercial user during the performance of that person's official duties as long as the mobile electronic device is being used in a similar manner as a commercial two-way radio communication device; or
 - (g) The use of a mobile electronic device on a gravel or dirt public way, street, or road.

(3) No person shall operate a motor vehicle while wearing headphones or earphones in both ears simultaneously for the purpose of listening to music, video, or other sound broadcasts. This section shall not apply to the use of a medical device for the purpose of enhancing hearing.

(4) No person shall operate a motor vehicle while watching motion upon the screen of a mobile electronic device other than those related to the functioning or navigation of the vehicle.

(5) A violation of this section shall be a moving violation and shall be an infraction punishable by a fine of seventy-five dollars (\$75) for a first offense and one hundred fifty dollars (\$150) for a second offense. For each subsequent offense, the offender shall be punished by a fine of three hundred dollars (\$300).

(6) A court may suspend a person's driver's license for up to ninety (90) days if the person has three (3) or more convictions for violations of this section within a three (3) year period.

(7) Nothing contained in this section shall be construed to authorize seizure of a mobile electronic device by any law-enforcement agency.

(8) A conviction under this section for a first offense shall not result in violation point counts as prescribed in section 49-326, Idaho Code.

(9) A conviction under this section for a first offense that does not involve an accident may not be used to make an adverse eligibility decision by an insurer or for the purpose of establishing rates of motor vehicle insurance charged by an insurer.

(10) A law enforcement officer enforcing the provisions of this section is hereby authorized to utilize a violation of this section as the primary or sole reason for initiating a traffic stop and/or issuing a citation to a driver.

(11) The state preempts the field of regulating the use of mobile electronic devices in motor vehicles while driving, and this section supersedes any local laws, ordinances, orders, rules, or regulations enacted by any political subdivision or municipality to regulate the use of mobile electronic devices by the operator of a motor vehicle.

(12) This section shall be effective July 1, 2020, provided that only warnings and no infractions shall be issued under this section prior to January 1, 2021.

LEGAL NOTICE
CITY OF EMMETT, IDAHO
Treasurer Financial Report for Quarter Ending December 2019

FUND	BUDGET	YEAR TO DATE		%of ANNUAL BUDGET	
		Receipts	Expenditures	Receipts	Expenditures
General Fund	\$ 2,639,716.00	\$ 483,025.89	\$ 743,099.50	18%	28%
Personnel			\$ 536,573.29		
Insurance			\$ 82,292.09		
Capital Outlay			\$ 124,234.12		
Street Fund	\$ 527,080.00	\$ 115,069.04	\$ 91,378.37	22%	17%
Personnel			\$ 39,931.01		
Insurance			\$ 8,241.05		
Capital Outlay			\$ 43,206.31		
Library Fund	\$ 249,349.00	\$ 44,373.78	\$ 52,792.36	18%	21%
Personnel			\$ 36,260.22		
Insurance			\$ 5,454.10		
Capital Outlay			\$ 11,078.04		
Cemetery	\$ 114,879.00	\$ 22,317.96	\$ 26,210.36	19%	23%
Personnel			\$ 17,611.84		
Insurance			\$ 3,195.24		
Capital Outlay			\$ 5,403.28		
Perpetual Care	\$ 3,100.00	\$ 1,073.21	\$ 0		
TOTAL	\$ 3,534,124.00	\$ 665,859.88	\$ 913,480.59	19%	26%
Enterprise Funds: Water/Sewer/Sanitation					
Water	\$ 1,857,300.00	\$ 418,129.19	\$ 258,870.45	23%	14%
Personnel			\$ 122,321.87		
Insurance			\$ 30,528.26		
Capital Outlay			\$ 106,020.32		
Bond Repayment			\$ 0		
Sewer	\$ 2,451,800.00	\$ 572,001.40	\$ 278,430.58	23%	11%
Personnel			\$ 114,971.45		
Insurance			\$ 31,910.85		
Capital Outlay			\$ 131,548.28		
Bond Repayment			\$ 0		
Sanitation	\$ 565,250.00	\$ 143,677.58	\$ 150,975.55	25%	27%
Personnel			\$ 14,964.29		
Insurance			\$ 2,349.08		
Capital Outlay			\$ 133,662.18		
Other	\$ 3,650.00	\$ 6,300.00	\$ 0		
TOTAL	\$ 8,412,124.00	\$ 1,805,968.05	\$ 1,601,757.17	21%	19%

Citizens are invited to inspect the detailed supporting records of the above financial statement.

City of Emmett is an Equal Opportunity Employer

Lyleen Jerome, City Clerk/Treasurer

Jan 09, 2020

Lyleen Jerome
208.365.6050
City of Emmett
501 E. Main St
Emmett, ID 83617

Thank you for allowing Personnel Plus, Inc. to submit this proposal to provide staffing services to City of Emmett. Personnel Plus, Inc. is a full-service regional personnel firm with six locations serving all of Southern Idaho. Personnel Plus, Inc. currently employs 30 internal staff members and over 1500 temporary employees in a broad range of governmental and private industry organizations. Our philosophy is to provide customized hiring programs to each organization that uses our services. These features include:

- Recruiting new employees
- Pay rolling existing employees
- Conducting E-Verify checks
- Providing customized skills evaluations and hiring screens
- Providing drug testing, including pre-employment
- Assuming full responsibility for payment of employee wages, withholding taxes, FICA, FUTA, SUTA, and workers compensation under temporary staffing or employee leasing scenarios
- Administering unemployment and workers compensation claims
- Conducting background checks, including criminal background, driving records, work references, etc
- Guaranteeing payroll on weekly or customized schedule
- Ensuring compliance with all employment laws (ADA, EEO, W&H, etc.)
- Guaranteeing your satisfaction by providing superior customer service

Please consider this proposal and let me know if you have any further questions or need additional information. Thanks again for your consideration.

Sincerely,



Jose Saucedo
Director of Sales - Idaho
208.453.7900
jsauceda@personnel.com
Personnel Plus, Inc.

PERSONNEL PLUS

YOUR TOTAL STAFFING SOLUTION

Personnel Plus, Inc. 1213 NW 16th Street Fruitland, ID 83619

Ph: 208.453.7900 Fax: 208.712.1056

<https://personnelplusinc.com>

Proposal is good until Jan 09, 2021

City of Emmett

Jan 09, 2020

THE QUOTE ON THIS PAGE IS FOR PERSONNEL PLUS, INC. SERVICES ONLY

Pay Rate	Work Comp Code	Description	Dispatched Bill Rate
\$8.00	881000	Clerical Office Employees	\$10.24
\$8.50	881000	Clerical Office Employees	\$10.88
\$9.00	881000	Clerical Office Employees	\$11.52
\$9.50	881000	Clerical Office Employees	\$12.16
\$10.00	881000	Clerical Office Employees	\$12.80
\$10.50	881000	Clerical Office Employees	\$13.44

Personnel Plus, Inc. guarantees the above bill rate for one (1) year, excepting governmental tax changes or any change beyond the control of Personnel Plus, Inc. Contract and Exhibits or Attachments hereto constitute the entire agreement between **City of Emmett** and Personnel Plus, Inc. and may not be amended unless in writing signed by the authorized representative of **City of Emmett** and Personnel Plus, Inc.

- **BILL RATE:** The bill rate will be calculated by adding the mark-up percentage to the employee pay rate (eg. **\$8.00 + \$2.24 = \$10.24**) Dispatched Mark-up of **28%** = FUTA + SUTA + FICA + Workers Comp + Screening + Profit & Overhead.
- **PAYROLL:** The work week is from Sunday through Saturday. Personnel Plus, Inc. employees are paid on Friday for the week ending the previous Saturday.
- **INVOICES:** Personnel Plus, Inc. will invoice you when the payroll is processed. The invoice is due and payable upon receipt. Invoices 30 days past due will be assessed a monthly interest service charge of 18 percent per annum as shown on the monthly statement.
- **OVERTIME:** Overtime will be paid to the employee at time and a half. Billed out at 1.5 times the bill rate.
- **HOLIDAY, VACATION, and SICK DAYS:** Non worked Holiday, Vacation, and Sick Days, as determined by the client, will be invoiced to include taxes and workers compensation only. Worked holidays will be paid as determined by the client and billed as above.
- **SKILL LEVELS:** Rates may vary for positions requiring different skills.
- **CONVERSION:** Personnel Plus, Inc. agrees to a worked **520** hours at which time the **City of Emmett** has the option to convert the Personnel Plus, Inc. employee to the **City of Emmett** payroll at no additional charge or transfer them into our payroll program, provided the account has been paid as agreed.
- **CASH/CREDIT:** All accounts are on a cash basis unless other arrangements are made. A credit application must be completed before services are provided.

In witness whereof, each party, intending to be bound legally, has signed this agreement effective as of the date first above written and remain in effect for a period of 1 (one) year accepting changes noted above.



Jose Saucedo - Director of Sales - Idaho
Phone: 208.453.7900

City of Emmett - Lyleen Jerome
Phone: 208.365.6050

Emmett Fire Department Alarm Assignments

1st Alarm		Special Alarms	
Emmett Fire Department		IC will contact dispatch with special alarm. Requests shall include Special Alarm type and numbers needed. Contact dispatch centers listed to fill Special Alarms:	
2nd Alarm			
Gem County #1	1-Engine		
Gem County #1	1-Aerial	Aerials	
		Canyon County Dispatch	208-454-7531
3rd Alarm		Ada County Dispatch	208-377-6790
Ada County Dispatch	208-377-6790	Payette County Dispatch	208-642-6006
Star Fire Department	1-Engine		
Eagle Fire Department	1-Aerial		
Canyon County Dispatch	208-454-7531	Water Tenders	
Middleton Fire Department	1-Engine	Gem County Fire #1 or #2	
Parma Fire Department	1-Engine	Ada County Dispatch	208-377-6790
4th Alarm		Canyon County Dispatch	208-454-7531
Ada County Dispatch	208-377-6790	Payette County Dispatch	208-642-6006
Eagle Fire Department	1-Engine		
Meridian Fire Department	1-Engine		
Boise Fire Department	1-Aerial	Brush /Wildland Engines	
Canyon County Dispatch	208-454-7531	Gem County Fire	
Caldwell Fire Department	1-Engine	Ada County Dispatch	208-377-6790
5th Alarm		Canyon County Dispatch	208-454-7531
Payette County Dispatch	208-642-6006	Payette County Dispatch	208-642-6006
New Plymouth Fire	1-Engine		
Fruitland Fire Department	1-Engine	Chief Officers	
Payette Fire Department	1-Engine	Gem County Fire	
Ontario Dispatch	541-889-7266	Ada County Dispatch	208-377-6790
Ontario Fire Department	1-Aerial	Canyon County Dispatch	208-454-7531
		Payette County Dispatch	208-642-6006

Shared Agency Agreement

This Shared Agency Agreement, together with the Computer Aided Dispatch and Records System and Services Agreement (“Agreement”) executed by the Host Agency constitutes one integrated agreement and is the complete and exclusive statement of Motorola Solutions’ obligations and responsibilities with regard to the Flex software licensed hereunder (the “Software”). All capitalized terms used and not otherwise defined herein shall have the definitions given to such terms in the Agreement.

Section 1: Definitions:

- 1. 1 Shared Agency** - A “Shared Agency” is an agency that has purchased the right and license to use the same copy of the Software currently licensed by Motorola Solutions to the Host Agency, as set forth in the Agreement.
- 1. 2 Host Agency** – The “Host Agency” is a current Motorola Solutions licensee and customer that is authorized by Motorola Solutions and has agreed to share its use of the Software installed at its facilities with the Shared Agency.

Section 2: License

- 2. 1 Grant of License.** Motorola Solutions grants to Shared Agency a non-exclusive, non-transferable license to use the same copy of the Software, its Documentation and other related materials, which are presently licensed to the Host Agency, subject to the terms and conditions set forth in the Agreement, as well as the terms and conditions specified in this Shared Agency Agreement. The liability cap set forth in Section 15 of the Agreement, as it applies to Shared Agency, shall be the license fees paid by Shared Agency to Motorola. Shared Agency agrees to comply with all such terms and conditions.
- 2. 2 Termination.** This Shared Agency Agreement will terminate automatically if and when the Agreement terminates for any reason. Motorola Solutions or the Host Agency may immediately terminate this Shared Agency Agreement and license at any time if the Shared Agency breaches the terms of this Shared Agency Agreement or the Agreement. The Host Agency may terminate this Shared Agency Agreement at any time, with or without cause, upon ninety (90) days prior written notice to Motorola Solutions and the Shared Agency, unless otherwise agreed in writing by the Host Agency.
- 2. 3 No Assignment.** The Shared Agency may not assign or transfer this Shared Agency Agreement to any other entity or agency, including by operation of law, without the prior written consent of the Host Agency and Motorola Solutions, which shall not be unreasonably withheld.

Section 3: Scope of Rights

- 3. 1 Support and Services.** Shared Agency understands that, unless otherwise agreed in writing by all parties, all assistance, support and maintenance services for the Software may be obtained by Shared Agency only through the Host Agency. This Shared Agency Agreement does not entitle Shared Agency to any Motorola Solutions services beyond the license to use the Software.
- 3. 2 Warranty.** The Warranty Period for the Software (as defined in Section 10.3 of the Agreement and Section 6 of Exhibit A under the Agreement) is limited to the remaining time, if any, originally granted under the Agreement.

Accepted and Approved:

Shared Agency: Emmett Fire Department

Signature: _____

Print Name: _____

Title: _____

Date: _____

Motorola Solutions, Inc.

Signature: _____

Print Name: _____

Title: _____

Date: _____

Shared Agency Agreement

This Shared Agency Agreement, together with the Computer Aided Dispatch and Records System and Services Agreement ("Agreement") executed by the Host Agency constitutes one integrated agreement and is the complete and exclusive statement of Motorola Solutions' obligations and responsibilities with regard to the Flex software licensed hereunder (the "Software"). All capitalized terms used and not otherwise defined herein shall have the definitions given to such terms in the Agreement.

Section 1: Definitions:

- 1. 1 Shared Agency** - A "Shared Agency" is an agency that has purchased the right and license to use the same copy of the Software currently licensed by Motorola Solutions to the Host Agency, as set forth in the Agreement.
- 1. 2 Host Agency** – The "Host Agency" is a current Motorola Solutions licensee and customer that is authorized by Motorola Solutions and has agreed to share its use of the Software installed at its facilities with the Shared Agency.

Section 2: License

- 2. 1 Grant of License.** Motorola Solutions grants to Shared Agency a non-exclusive, non-transferable license to use the same copy of the Software, its Documentation and other related materials, which are presently licensed to the Host Agency, subject to the terms and conditions set forth in the Agreement, as well as the terms and conditions specified in this Shared Agency Agreement. The liability cap set forth in Section 15 of the Agreement, as it applies to Shared Agency, shall be the license fees paid by Shared Agency to Motorola. Shared Agency agrees to comply with all such terms and conditions.
- 2. 2 Termination.** This Shared Agency Agreement will terminate automatically if and when the Agreement terminates for any reason. Motorola Solutions or the Host Agency may immediately terminate this Shared Agency Agreement and license at any time if the Shared Agency breaches the terms of this Shared Agency Agreement or the Agreement. The Host Agency may terminate this Shared Agency Agreement at any time, with or without cause, upon ninety (90) days prior written notice to Motorola Solutions and the Shared Agency, unless otherwise agreed in writing by the Host Agency.
- 2. 3 No Assignment.** The Shared Agency may not assign or transfer this Shared Agency Agreement to any other entity or agency, including by operation of law, without the prior written consent of the Host Agency and Motorola Solutions, which shall not be unreasonably withheld.

Section 3: Scope of Rights

- 3. 1 Support and Services.** Shared Agency understands that, unless otherwise agreed in writing by all parties, all assistance, support and maintenance services for the Software may be obtained by Shared Agency only through the Host Agency. This Shared Agency Agreement does not entitle Shared Agency to any Motorola Solutions services beyond the license to use the Software.
- 3. 2 Warranty.** The Warranty Period for the Software (as defined in Section 10.3 of the Agreement and Section 6 of Exhibit A under the Agreement) is limited to the remaining time, if any, originally granted under the Agreement.

Accepted and Approved:

Shared Agency: Emmett Police Department

Signature: _____

Print Name: _____

Title: _____

Date: _____

Motorola Solutions, Inc.

Signature: _____

Print Name: _____

Title: _____

Date: _____



EMMETT PUBLIC WORKS DEPARTMENT
601 East 3rd Street - Emmett, Idaho 83617
Clint Seamons, Public Works Director

Wednesday, January 22, 2020

Agreement for Professional Services to Keller Associates, Inc. for 12th St Booster Station

Mayor, City Council:

I am requesting from City Council a **MOTION to approve Agreement for Professional Services to Keller Associates, Inc. for 12th St Booster Station in the amount of \$74,300.00 with Mayor to sign.**

Thank you,

Clint Seamons
Public Works Director

AGREEMENT FOR PROFESSIONAL SERVICES

This is an Agreement effective as of _____ ("Effective Date") between the City of Emmett ("Owner") and Keller Associates, Inc. ("Consultant").

Owner's Project, of which Consultant's services under this Agreement are a part, is generally identified as follows: 12th Street Booster Station ("Project").

The Owner and the Consultant agree to the following Project scope, schedule, and compensation:

SCOPE: Consultant's services under this Agreement are generally identified as follows:
See Attachment A.

SCHEDULE: The Agreement shall commence on the above written date. Consultant anticipates to complete its services in accordance with the schedule outlined in Attachment A.

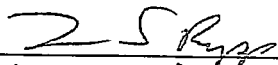
COMPENSATION:

Basic Services. As compensation for services to be performed by Consultant, the Owner will pay Consultant a lump sum amount of \$74,300 (seventy-four thousand and three hundred dollars) as described in Attachment A.

Additional Services. Compensation for performing Additional Services will be pursuant to a mutually agreed upon amendment to this Agreement.

In Witness Whereof, the parties hereto have executed this Agreement as of the date first above written. Owner further acknowledges that it has reviewed and accepted the attached Standard Terms and Conditions.

OWNER: _____
Signature: _____
Name: _____
Title: _____
Address: _____
Date: _____

CONSULTANT: Keller Associates, Inc.
Signature: 
Name: Larry S. Rupp
Title: Principal
Address: 131 SW 5th Avenue, Suite A
Meridian, ID 83642
Date: 10-21-19

STANDARD TERMS AND CONDITIONS

1. **CONTRACT** – This document constitutes the full and complete Agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. The Agreement may be amended only if both parties specifically agree in writing to such amendment of the Agreement.
2. **INVOICES AND PAYMENT** – Owner will make payment within 15 calendar days of the invoice date. Consultant shall keep accurate records of expenses. If Owner contests an invoice, Owner shall advise the Consultant within 15 days of receipt of invoice of the specific basis for doing so, may withhold only that portion so contested, and shall pay the undisputed portion.

Interest. If payment is not received by the Consultant within 30 calendar days of the invoice date, Owner shall pay interest at a rate of 1½% per month (or the maximum allowable by law, whichever is lower) of the past due amount. Payments will be credited first to interest and then to principal.

Suspension. If the Owner fails to make payments when due, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Owner. Owner agrees to indemnify and hold Consultant harmless from any claim or liability resulting from such suspension.

3. **DOCUMENTS** – All documents prepared or furnished by Consultant are instruments of service, and Consultant retains ownership and property interest (including the copyright and the right of reuse) in such documents. Owner shall have a limited license to use the documents in and for the Project subject to full payment for all services relating to preparation of the documents. The Owner agrees to obtain prior written agreement for any reuse or modifications of the instruments of service, and understands that any unauthorized use of the instruments of service shall be at the Owner's sole risk and without liability to the Consultant.
4. **STANDARD OF CARE** – The standard of care for all professional engineering and related services performed or furnished by the Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. The Consultant makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with the Consultant's services. Consultant shall exercise usual and customary professional care in its efforts to comply with applicable codes, regulations, laws, rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement.
5. **CHANGES OR DELAYS** – The proposed scope of services, compensation, schedule, and allocation of risks reflect Consultant's understanding of the Project at the date of this Agreement. Costs and schedule commitments shall be subject to renegotiation for changed conditions, unreasonable delays caused by the Owner's failure, independent government agencies, acts of God, or causes beyond the reasonable control of Consultant. Where this occurs, changes in the Agreement shall be negotiated and an equitable adjustment shall be made.
6. **TERMINATION** – The Owner and Consultant may terminate this Agreement in whole or in part at any time by giving 30 days written notice thereof. The Owner shall promptly pay Consultant for all services rendered to the effective date of suspension of services, plus suspension charges, which shall include the cost of assembling documents, personnel and equipment, rescheduling or reassignment, and commitments made to others on the Owner's behalf.
7. **SUSPENSION OF SERVICES** – If the Owner suspends services of the Consultant for any reason for more than thirty days, the Consultant shall be reimbursed for expenses incurred due to suspension of services, including costs associated with rescheduling or reassigning personnel, and commitments made to others on Owner's behalf.
8. **INDEMNITY AND LIMITATION OF LIABILITY** – Owner and Consultant each agree to indemnify and hold the other (including their respective officers, directors, employees, agents, owners, shareholders, members, partners, sub-consultants, subcontractors, and representatives) harmless from and against liability for all claims, losses, damages and expenses, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Owner and Consultant, they shall be borne by each party in proportion to its negligence. Neither the Owner nor Consultant shall be liable for incidental, indirect or consequential damages. The Consultant's liability to the Owner due to the Consultant's negligent acts, errors omissions, or breach of contractual obligations relating to or arising out of the Project shall not exceed \$1,000,000.

9. **OPINIONS OF COST** – Consultant’s opinions of probable cost represent Consultant’s judgment as an experienced and qualified design professional. Since Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Owner’s and other contractor’s methods of determining prices, or over competitive bidding or market conditions, the Consultant cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable cost prepared by the Consultant.
10. **CONSTRUCTION PHASE SERVICES** – If Consultant performs any services during the construction phase of the Project, Consultant shall not supervise, direct, or have control over Contractor’s work. Consultant shall not have authority over or responsibility for the construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the Contractor. Consultant does not guarantee the performance of the construction contract by the Contractor and does not assume responsibility for the Contractor’s failure to furnish and perform its work in accordance with the Contract Documents.
11. **MISCELLANEOUS**

Right of Entry: Unless otherwise noted in the scope of work, the Owner shall provide for Consultant’s right to enter the property owned by the Owner and others in order to fulfill the services to be performed hereunder.

Dispute Resolution: Owner or its Contractor agree to notify Consultant, in writing, of any claims against the Consultant within 10 days of discovery of any allegations, errors or omissions (“Notice of Claim”). If the parties fail to negotiate a resolution to any such claim within 30 calendar days following receipt of such Notice of Claim, then the parties may resolve any such claim by mutually agreed alternative dispute resolution technique. If a mutually agreed alternative dispute resolution technique cannot be reached within 60 calendar days following receipt of such Notice of Claim, then Owner may commence action through a court of law. This Agreement shall be governed by the laws of the State where the Project is located; venue shall be Gem County.

Hazardous Environmental Conditions: The scope of Consultant’s services does not include any responsibility for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead or other hazardous materials, as defined by Federal, State, and local laws or regulations. Consultant is not required to become an arranger, operator, generator, or transporter of hazardous substances, and shall have no responsibility for the discovery, handling, removal, disposal or exposure of persons to hazardous substances of any form.

Consultant Reliance: Consultant shall be entitled to rely, without liability or the need for independent verification, on the accuracy and completeness of any and all information provided by Owner, Owner’s consultants and contractors, information from public records, and information ordinarily or customarily furnished by others, including, but not limited to specialty contractors, manufacturers, suppliers, and publishers of technical standards.

Certifications: Consultant shall not be required to sign any documents that result in Consultant having to certify, warrant, or guarantee the existence of conditions whose existence Consultant cannot ascertain within its services for the Project.

Third Parties: Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Consultant. Consultant’s services hereunder are being performed solely for the benefit of the Owner, and no other entity shall have any claim against Consultant because of this Agreement or Consultant’s performance of services hereunder.

Severability & Waiver: In the event any of these Contract Provisions are found to be illegal or otherwise unenforceable, the unenforceable Contract Provisions will be stricken, and those remaining Contract Provisions shall continue in full force and effect. The failure of either party of this Agreement to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Agreement, shall not be construed as a waiver of such term, covenant or right.

Joint Drafting: The Parties expressly agree that this Agreement was jointly drafted, and that they both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

Attorneys’ Fees. In any action or proceeding arising from or, related to or with this Agreement, the prevailing party in such action or proceeding shall be entitled to recover all their costs, including, without limitation, reasonable attorneys’ fees and costs as fixed by the court therein.

ATTACHMENT A
for
Final Design and Construction Engineering Services
for 12th Street Booster Station

between
KELLER ASSOCIATES, INC.
and
CITY OF EMMETT, IDAHO

KA #210022
Scope and Budget

ARTICLE I—Project Description

The City of Emmett desires to construct a new booster station located off 12th Street to provide water supply that meets state public drinking water standards to a new pressure zone. The basis of design, service area, size, and components of the booster station are detailed in the Department of Environmental Quality (DEQ) approved July 2019 Payette River Orchards Water Booster Pump Station (also referred to as the 12th Street Booster Station) Preliminary Engineering Report (PER). A basic summary of the facilities includes a package style 4-pump booster station (two 170 gpm duty pumps and two 1500 gpm fire pumps), pressure tank(s), generator, and electrical gear housed inside a pre-engineered CMU building. It is understood by all parties that the Consultant can rely upon and use the information and data presented in the approved PER, including geotechnical information, for completing final design services. If revisions to PER are desired or needed to complete final design services, they can be provided by Consultant as an additional service.

Topographic survey data for the project area in CAD format will be made available to the Consultant by the Owner which data can be relied upon. It is further understood that the booster station will be located at the southeast corner of the intersection of Royalty Avenue and E 12th Street within 100 feet of an existing 12-inch water main on a site that will be either donated or a permanent easement provided to the City by a local developer. The Consultant will not provide any support for site acquisition or easement support. Site improvements are only anticipated to include access off 12th Street, infiltration swales for stormwater disposal, combination of asphalt/concrete/gravel driveways, and security lighting and fencing.

ARTICLE II—Scope of Work

The following engineering services shall be provided by Keller Associates (Consultant) as part of this Agreement for Engineering Services.

A. Project Management

Project management includes general project administration services including contract administration, monthly invoicing, regular progress reports, maintaining project schedule, and internal project administration. Deliverables include regular progress reports and invoices.

Kickoff meeting: Schedule a project kick-off meeting to discuss key design concepts, project goals and objectives, and project constraints.

Deliverables: Regular progress reports, invoices, and progress meeting agendas and minutes

B. Permitting

No environmental or local, state, or federal regulatory permitting support will be provided by the Consultant. The City will provide the Contractor a building permit using the final design plans provided by the Consultant. The Contractor will be responsible for all building permit fees unless waived by the City.

C. Final Design

Final design of the project components as outlined in Article I—Project Description will be completed by the Consultant. Consultant will prepare site civil, grading and drainage, mechanical, structural, architectural, plumbing and HVAC, electrical and control (P&ID) drawings and technical specifications for the project improvements with the understanding that construction will be performed by a single general contractor. Construction (ISWPC) and Keller Associates standard specifications. The following provisions will govern the final design services:

1. **Design Drafting:** Consultant will perform design drafting in AutoCAD for the drawings. Drafting will be completed on 11"x17" sheets.
2. **Bidding and Technical Specifications:** Technical specifications will be developed with the understanding that front-end construction bidding documents (bid advertising, instructions to bidders, bid forms, bid bonds, insurance requirements, agreements, general provisions, and supplemental conditions) shall be based on 2013 edition of the EJCDC. It is assumed that no equipment pre-purchase or pre-selection will be accomplished.
3. **60% Drawings:** Consultant to prepare 60% drawing set for Owner review and comment and meet with Owner to receive comments and discuss drawings for comment resolution.
4. **95% Drawings and Specifications:** Consultant will take the 60% design review comments and incorporate into the 95% set of design drawings. Consultant will provide the Owner a set of 95% drawings and specifications for Owner and DEQ review and comment. Consultant will prepare an updated opinion of probable cost for the project. Project erosion and sediment control plans will be required from the Contractor. It is understood that the City's SCADA integrator will provide SCADA programming and integration as a subcontractor for the prime contractor. As such, the City's SCADA integrator will provide a courtesy review of the 95% design drawings and specifications and complete the SCADA panel design. The Consultant will meet with the Owner to receive comments and discuss 95% drawings and specifications.

5. **100% Drawings and Specifications:** Consultant will incorporate appropriate revisions made by the Owner and other permitting agencies into a final set of stamped drawings and specifications.
6. **Deliverables:** Consultant will provide the following deliverables as part of completion of this task:
 - 60% Drawing package (3 hard copies – 11x17; electronic copy in PDF format).
 - 95% Drawings and specifications (3 hard copies – 11x17; electronic copy in PDF format).
 - 100% Drawings and specifications (2 hard copies – 11x17; electronic copy in PDF format).
 - Updated opinion of probable cost estimates at 95%.

D. Bidding Support

Consultant will provide bidding support for a single, public advertisement bid process with an award to a single general contractor. Bidding support will include attendance to a prebid meeting, responding to contractor questions during the bidding process, issuing addenda, attending the bid opening, reviewing bids, and recommending an action in response to the submitted bids.

E. Construction Engineering (Future Task) – To be determined at a future time.

ARTICLE III—Compensation

Summary of Professional Services Fees

Task	Description	Billing	Budget/Fee
A	Project Management	LS	\$6,100
B	Permitting	T&M	-
C	Final Design	LS	61,400
D	Bidding Support	LS	6,800
E	Construction Engineering	LS/T&M	TBD
Subtotal			\$74,300

ARTICLE IV—Time Schedules: Once Consultant has received authorization to proceed through a signed contract, Consultant shall promptly proceed with the work outlined in Article II. It is contemplated that Consultant will submit 95% plans to DEQ and Owner within 4 months of receiving a signed contract to proceed.

ARTICLE V—Services Not Included in Scope of Work or Provided by Others

The following services/items are not included in this scope of work and budget and will either be provided by others or can be provided by Consultant upon a mutually agreed upon contract addendum.

1. Utility locates.
2. Access to records and mapping.
3. Publication and advertisement costs.
4. Topographic and boundary surveying.
5. Geotechnical exploration, testing, and analysis. Additional potholing, if desired.
6. Funding support since it is understood City reserves will fund the project improvements.
7. Legal fees, legal review of contract and bid documents.
8. Environmental surveys, reports, and/or field investigations.
9. Recording fees.
10. Land and easement negotiation and purchase costs.
11. Landscape design.
12. Support or attendance to public meetings and open houses
13. Design of offsite dry and wet utility extensions (accepting less than 100 feet of 12-inch suction water main)



EMMETT PUBLIC WORKS DEPARTMENT
601 East 3rd Street - Emmett, Idaho 83617
Clint Seamons, Public Works Director

Wednesday, January 22, 2020

Agreement for IDAHO GEM GRANT: Barrus Commercial Center and City of Emmett

Mayor, City Council:

I am requesting from City Council a **MOTION** to approve Agreement for **IDAHO GEM GRANT: Barrus Commercial Center and City of Emmett with Mayor to sign.**

Thank you,

Clint Seamons
Public Works Director



IDAHO GEM GRANT
STATE OF IDAHO – DEPARTMENT OF COMMERCE
CITY OF EMMETT

This grant Agreement (“Agreement”) is entered into by and between the Idaho Department of Commerce (“Department”), and the City of Emmett (“Grantee”), for the purpose of providing the Grantee with an Idaho Gem Grant (IGG) to support the project: Barrus Commercial Center and City of Emmett (Project).

WHEREAS, in 2001 the State of Idaho’s Legislature created the Rural Initiative to provide assistance to rural communities for the planning and implementation of economic development projects that facilitate economic growth through job creation, job retention and economic diversification.

WHEREAS, the Grantee submitted a satisfactory IGG application #003779 (“Application”) to the Department on or before the deadline. The grant application and any requested scope of work or budget modifications requested are hereby incorporated by reference.

WHEREAS, the Director of Department reviewed staff evaluations and recommendations for award and approved the Grantee for an award, including pre-award costs to commence December 30, 2019.

NOW THEREFORE, in consideration of the forgoing and the mutual promises and covenants herein contained, the parties agree as follows:

1. **Term.** This Agreement shall be effective as of December 30, 2019, or upon signature by both parties, whichever is later, and shall remain in effect until the Project is completed per the proposed scope of work, or until terminated by the Department pursuant to the terms herein, whichever occurs first. Project costs must be incurred on or after December 30, 2019 to be eligible for reimbursement.

2. **Award Amount.** The total amount of assistance awarded under this Agreement is **\$50,000**. If Project costs exceed the total award, the Grantee shall be responsible for the cost overruns. This award is cost reimbursable.

3. **Match Amount.** The Grantee agrees to provide **\$226,701** in local matching funds as identified in the Application. Match must be documented.

4. **Allowable Costs.** The use of IGG funds includes construction materials, new and rehabilitative construction contracts, architect and engineering services, legal and professional services required for Project implementation, equipment and installation, advertising or printing necessary to satisfy procurement and legal requirements, acquisition of real estate for business development or matching funds for other state, federal or foundation economic development grants.

5. **Unallowable Costs.** IGG funds may not be used for any purpose other than described in Article 4 – Allowable Costs, including any administrative expenses incurred by the Grantee or its partners, ongoing overhead, operating, or staff costs, construction, rehabilitation, or operation of active churches, schools, general government facilities, jails or state and federal facilities, or political activities. Administrative expenses may be used as match.

6. Matching Funds. A minimum 20% cash and/or in-kind match is required. A maximum of 5% of the value of the award may be in-kind match. Pledged cash match must be provided and documented during the Term of the agreement.

7. Payments. Request for Funds (RFF) must be requested by the Grantee through the Department's online grant portal (Portal). The RFF must contain an invoice from the Grantee to the Department for the amount due and must include supporting documentation of the incurred costs such as vendor receipts and proof of payment. If matching funds are being provided, the match documentation must also be included.

8. Reporting. The Grantee shall submit a progress narrative report with each request for funds. The report shall detail the work progress to date, and identify any challenges that may delay or otherwise impact the schedule of the work.

9. Records. In the performance of the Agreement the Grantee shall maintain books, records and accounts of all activities related to the Agreement and for which expenses will be claimed. Such books, records and accounts shall be made available for inspection and audit by the Department, or an Auditor acting on behalf of the Department as requested. Records shall be retained for a minimum of three (3) years after the closeout of the Agreement.

10. Recognition of Funding. All activities funded by this Agreement shall credit the IGG program. Refer to the IGG handbook for requirements.

11. Compliance with Law. The Grantee shall comply with all requirements of federal, state and local laws, rules, and regulations applicable to the Grantee or to the services performed by the Grantee pursuant to this Agreement including but not limited to:

- Idaho Code Title 67, Chapter 28; Purchasing by Political Subdivisions
- Idaho Code Title 54, Chapter 19; Public Works Contractors
- Idaho Code 67-2320; Professional Service Contracts with Design Professionals, Construction Managers and Professional Land Surveyors

12. Transparency. The Grantee is subject to Idaho Code §§ 74-101 through 74-126 (Public Records Law), and Idaho Code §§ 74-201 through 74-208 (Open Meetings Law) and any other laws specific to the Grantee's governmental subdivision. The Department may monitor and make periodic inspections and evaluations of the Project.

13. Retention and Use of Funded Property, Materials and Equipment. The Grantee warrants that the ownership of any property purchase or materials created, through the use of Program funds shall remain with the Grantee and be utilized solely for the purposes of the Work. It is not the Departments intent to own any property, including copyrights and rights to use of copyrighted materials.

14. Non-Performance. In the event that the Grantee is deficient in reporting or performance benchmarks the Department shall notify the Grantee in writing of the deficiency and request the Grantee to correct the deficiency within 30 days. If the Grantee fails to respond within 30 days or to sufficiently address the deficiency within 45 days, then the Department may withhold payment pending the correction of any deficiencies. If the Grantee fails to meet the performance requirements, following all notices and cure periods described in this section, the Department may terminate this Agreement.

15. Amendments. The Agreement may not be released, discharged, changed, extended, modified, subcontracted or assigned in whole or in part (collectively, an "Amendment") except to the extent provided by an amendment in writing signed by the Grantee and the Department.

16. Termination.

For Cause. The Department shall have the right to terminate this Agreement in whole or in part, at any time before the date of completion, whenever it is determined the Grantee has failed to comply with the conditions of the Agreement, or funding for the IGG program is reduced or eliminated. The Department shall notify the Grantee in writing of the determination and the reasons for the termination and the effective date.

Without Cause. The Department shall have the right to terminate this Agreement at any time without cause upon thirty (30) days written notice to the GRANTEE specifying the effective date of the termination.

The Department and the Grantee will coordinate the orderly termination of the Project, transfer of work, and payment for work completed under the Grant.

17. Relationship of Parties. It is distinctly and particularly understood and agreed between the parties that the Department is in no way associated or otherwise connected with the performance of any service under this Agreement on the part of the Grantee or with the employment of labor or the incurring of expenses by the Grantee. The Grantee is solely and personally liable for all labor, taxes, insurance, required letter of credit and other expenses, except as specifically stated herein, and for any and all damages in connection with the operation of this Agreement, whether it may be for personal injuries or damages of any other kind. The Grantee shall not imply, represent, or claim to be an officer or employee of the Department or the state of Idaho. The Grantee shall exonerate, indemnify, defend, and hold the Department and the state of Idaho harmless from and against and assume full responsibility for payment of all federal, state, and local taxes or contributions imposed or required under unemployment insurance, social security, worker's compensation, and income tax laws with respect to the Grantee or Grantee's employees engaged in performance under this Agreement. The state of Idaho and the Department do not assume liability as an employer. Further, the parties do not intend for this Agreement to create any third-party beneficiaries.

18. Conflict of Interest / Contingency fees. If at any time the Department or the ITC becomes aware of an apparent or actual conflict of interest the Department or the ITC may request more information of the Grantee regarding the conflict of interest. The Grantee certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations not specified herein made contingent upon this Agreement.

19. Governing Law. The Agreement shall be governed by and construed under the laws of the state of Idaho and the parties hereto consent to the jurisdiction and exclusive venue of the state courts of Ada County in the state of Idaho in the event of any dispute with respect to the Agreement.

20. Attorney fees. In the event of a legal proceeding of any kind instituted under the Agreement or instituted to obtain performance or to remedy a default under the Agreement,

the prevailing party shall be awarded such additional sums as the court may adjudge for reasonable attorney fees and to pay all costs and disbursements incurred in connection therewith.

21. Force majeure. If the Grantee or the Department is delayed, hindered, or prevented from performing any act required under the Agreement by reason of delay beyond the reasonable control of the asserting party including, but not limited to, interruption of the power supply, theft, fire, Act of God or public enemy, severe and unusual weather conditions, injunction, riot, strikes, lockouts, insurrection, war, or court order, then performance of the act shall be excused for the period of the delay. In that event, the period for the performance of the act shall be extended for a period equivalent to the period of the delay. Matters of the Grantee's finances shall not be considered a force majeure.

22. Assignment / Subcontracting. This Agreement cannot be assigned without the prior written approval of the Department. This Agreement may not be subcontracted or sub-granted.

23. No Waiver. The failure of either party to require strict performance of any term or condition of the Agreement, or to exercise any option or discretion granted to it, in any one or all instances shall not be construed to be a waiver or relinquishment of any such term or condition. The same shall be and remain in full force and effect unless there is a prior written waiver by the waiving party.

24. Severability. If any term, provision, covenant, or condition of the Agreement, or the application thereof to any party or circumstance, shall be held to be illegal, invalid or unenforceable, in whole or in part or for any reason, the remaining terms, provisions, covenants and conditions of the Agreement shall continue in full force and effect as if the Agreement had been executed with the illegal, invalid or unenforceable portion eliminated, so long as the Agreement as so modified continues to express, without material change, the original intentions of the parties as to the subject matter of the Agreement, and the deletion of such portion of the Agreement will not substantially impair the respective benefits or expectations of the parties to the Agreement.

25. Survival of Terms. Any termination, cancellation, or expiration of the Agreement notwithstanding, provisions which are intended to survive and continue shall survive and continue, including, but not limited to the provisions of the following sections of this Agreement: *8. Reporting; 9. Records; 19. Governing Law; 20. Attorney Fees.*

26. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and shall supersede all previous applications, proposals, oral or written, negotiations, representations, commitments, and all other communications between the parties.

27. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[End of text; signatures and exhibits follow]

State of Idaho
Department of Commerce
Director
Thomas F. Kealey

City of Emmett
Gordon Petrie
Mayor

Print name

Print name

Signature

Signature

Date

Date

If the Grantee requires additional signatories or approval stamps, they may be written in below:

RESOLUTION #R2020-01

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EMMETT, IDAHO
AUTHORIZING CITY TO ADMINISTER FUNDS FOR ITD'S TRANSPORTATION
ALTERNATIVES PROGRAM (TAP) GRANT**

WHEREAS the City Council has determined that there are several benefits to improving and expanding our pedestrian/bicycle pathways;

WHEREAS this TAP Grant Project would help fund the sidewalk/bike-lane components of the larger "S. Johns Ave. Reconstruction Project" which has already been placed in the State Transportation Improvement Program (STIP) and programmed for construction in 2021.

WHEREAS this TAP Grant Project will help fulfill sidewalk/bike lane infrastructure needs as identified in the City's Master Pathway Plan.

WHEREAS the administered funds will only be required if the City of Emmett is the recipient of the Grant.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Emmett, Idaho, that effective on and after January 28, 2020, approve the administration of funds in the amount of \$39,607.16 for the Transportation Alternatives Program (TAP) Grant match requirement of 7.34%

RESOLUTION introduced and passed January 28, 2020, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

APPROVED:

MAYOR

ATTEST:

CITY CLERK

City's Strategic Pillars
1/28/2020

- Economically Vibrant and...
- Health-conscious city
- Legally compliant with all state and federal laws
- Performing its constitutional mission (protecting people and property)
- With adequate infrastructure for growth

Building/Zoning Department Goal

- Educate staff to obtain intimate knowledge of building and zoning codes. 35%
- Update outdated city ordinances, implement new ordinance----80% zoning and building only.
- Obtain accessibility inspector certification----40%
- Create ADA transition plan to evaluate all City owned buildings and property. 95%
-

Expenditures requiring authorization from higher and purpose of expenditure

No less than top ten accomplishments since last report!

1. Start reviewing lot sizes for R-2, duplex zone. Would like to reduce the minimum lot size from 8000 down to? Had first and second meeting on this, zoning commission is on board to reduce lot size down to 6000 sq. ft. for a R-2 zone. Will bring back a formal amendment.
2. Start on proposal to adjust/reduce boundaries of the Historic Central Business District for design review.
3. Re-writing Area of Impact Agreement between City of Emmett and Gem County. **Making revision #2**
4. Completed draft Area of Impact map revision. **To County for Review, County Staff is in agreement**
5. Continue working on draft Oil and Gas Ordinance. Working on revisions
6. Ordinance revision to allow Manufactured Homes in an R-1 zone without a variance. Draft is complete
7. Permits, December 2019: New house =3. Commercial =, Duplex =, Apartment = - Hangars = 0, Manufactured Home = , Fees Collected: \$ 6784.69
8. Airport Planning for the future.
9. Working on Ordinance for Sewer and Water Connections, work performed by City, work performed by person wishing to connect. Striving for Clarity in the Ordinance.
10. Traveled to Idaho Falls to pick up vehicle.
11. Zoning Applications:
 - Re-Zone application submitted, 913 S. Wardwell, continued hearing to February 3, 2020
 - Annex application submitted 522 Mill Road, hearing January 6, 2020- Recommended approval to Council
 - Annex application submitted 2030 S. Washington- Sawtooth, hearing February 3, 2020

Plan for next 30 days

12. Work on Staff Report for annexation.
13. Complete Development Agreement for 2030 S. Washington
14. Daily operations, plan reviews, contractor talks, developer talks, etc.
15. Economic Development chapter of Comp Plan-Complete and going to hearing January 27, 2020
16. Community Design chapter of Comp Plan-Complete and going to hearing January 27, 2020
17. Education chapter of Comp Plan-Complete and going to hearing January 27, 2020
18. Private Property Rights chapter of Comp Plan-Complete and going to hearing January 27, 2020
19. Housing chapter of Comp Plan-Complete and going to hearing January 27, 2020
20. Complete Rubbish Ordinance
21. Attend 2 ADA classes at Boise State, Accessible Public ROW, and Building Compliance, Jan 30th.

Training

- *(see attached)*

This report does NOT contain any data required by ordinance or statute...that is covered in a separate report

City's Strategic Pillars

- Economically Vibrant and...
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Clerk's Goals this Budget Year

- Set up Digital files for Permanent Records for Resolutions and Ordinances
- Building Department Permitting Module Implementation
- Increase ACH (Direct Pay) 10%
- Accept Credit/Debit Card Payments on ALL Fees
- Cross Train Clerks in all areas
- Deputy Clerk Certifications in PRIMA, AIC, & HR

Expenditures requiring authorization / purpose of expenditure

- None

Training

-

Accomplishments since last report

- Increased ACH (Direct Pay) by 6 accounts in December
- Completed November Financial Statement and Bank Reconciliation
- Completed December Financial Statement and Bank Reconciliation
- Completed FY 1st Quarter Financial Statement
- Contracted with Access Idaho – Now accepting Credit/Debit card payments on all fees ie. Business license, dog license, permit fees, cemetery fees ect.
- Deputy Clerk fully trained on License Renewal Process, Alcohol, Bartenders, Business, ect.
- All Minutes Books from 1907 to current scanned and entered into digital records

Plan for next 30 days

- Annual Audit by Zwygart & Associates scheduled for February 3-5
- Send out 2019 W-2's and 1099's
- Completion of ICRMP On-Line University – 80% completion by all employees by 1/31/20
- Training with Black Mountain and Building Department on Permitting Module
- Promote ACH (Direct Pay) and increase client participation by 10%
- Cross Train Deputy Clerk on Payroll Process- currently ¾ completion
- Cross Train Deputy Clerk on City Financial Statements – 10% completion
- Research Temp Employment Agency Cost for leave of absence of an employee starting March
- Records Retention/Destruction
- Research Training Options for Asset Management Classes
- ICRMP Roles and Responsibilities Class to be held in January 28th presented by Jim McNall

City of Emmett, Idaho

Monthly Financial Report

December 2019

OUR CASH...

Account Balances

GENERAL FUND –	
Cash & Investments	\$ 2.039M

STREET FUND –	
Cash & Investments	\$ 323,754

LIBRARY FUND –	
Cash & Investments	\$ 183,895

CEMETERY FUND –	
Cash & Investments	\$ 86,464

PERPETUAL CARE FUND –	
CASH & INVESTMENTS	\$ 85,108

WATER FUND –	
Cash & Investments	\$ 3.363M
Bond Payment Reserve	\$ 301,610

SEWER FUND –	
Cash & Investments	\$ 3.839M
Bond Payment Reserve	\$ 970,868

SANITATION FUND –	
Cash & Investments	\$ 139,243

BUDGET VS. ACTUAL YEAR TO DATE

GENERAL FUND REVENUES AND EXPENDITURES

Fiscal Year 2019-20 Budget	\$2,639,716		
Revenues to Date	\$ 483,025		18%
Expenditures to Date	\$ 743,099		28%

Road & STREET FUND REVENUES AND EXPENDITURES

Fiscal Year 2019-20 Budget	\$ 527,080		
Revenues to Date	\$ 115,069		22%
Expenditures to Date	\$ 91,378		17%

LIBRARY FUND REVENUES AND EXPENDITURES

Fiscal Year 2019-20 Budget	\$ 249,349		
Revenues to Date	\$ 44,373		18%
Expenditures to Date	\$ 52,792		21%

CEMETERY FUND REVENUES AND EXPENDITURES

Fiscal Year 2019-20 Budget	\$ 114,879		
Revenues to Date	\$ 22,317		19%
Expenditures to Date	\$ 26,210		23%

WATER FUND REVENUES AND EXPENDITURES

Fiscal Year 2019-20 Budget	\$1,857,300		
Revenues to Date	\$ 418,129		23%
Expenditures to Date	\$ 258,870		14%

SEWER FUND REVENUES AND EXPENDITURES

Fiscal Year 2019-20 Budget	\$2,451,800		
Revenues to Date	\$ 572,001		23%
Expenditures to Date	\$ 278,430		11%

SANITATION FUND REVENUES AND EXPENDITURES

Fiscal Year 2019-20 Budget	\$ 565,250		
Revenues to Date	\$ 143,677		25%
Expenditures to Date	\$ 150,975		27%

TECHNOLOGY UTILITY FUND REVENUES AND EXPENDITURES

Fiscal Year 2019-20 Budget			
Revenues to Date	\$ 2,000		

SPECIFIC REVENUES COLLECTIONS AT A GLANCE...

PROPERTY TAX COLLECTIONS

Budget	\$1,796,097		
Revenues to Date	\$ 190,716		11%

STATE SHARED REVENUES COLLECTIONS

Budget	\$ 287,058		
Revenues to Date	\$ 78,478		27%

BUILDING PERMIT REVENUES COLLECTIONS

Budget	\$ 45,000		
Revenues to Date	\$ 22,121		49%

City's Strategic Pillars

- Economically Vibrant and...
- Health-conscious city
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Emmett Fire Department Goals this Budget Year (with percentage of completion to date)

- Coordinate the fit of all service support functions: maintenance/repair, quality control and technical support. (80% of completion)
- Provide all equipment necessary to allow for daily mission execution while meeting operational goals. (50% of completion)
- Provide constant, realistic and rigorous training to meet National Professional Development Model. (20% of completion)
- Provide a business inspection program that educates so that in each iteration high standards will be enforced, thus making our community safer. (10% of completion)
- Provide a positive work environment thus keeping well-trained and motivated firefighters for at least five year tours. (38% of completion)

Expenditures requiring authorization from higher and purpose of expenditure

•

No less than Top Ten Accomplishments since last

- Provided 1 car seat Valor Health
- Installed two car seat
- Fixed the heating at the station
- Police Department presentation
- Assisting resident with closest hydrant location
- Inspected Emmett Psychiatric
- Hung banners
- Decorated the fire station, City Hall, and downtown
- Winterized B1
- Catered City of Emmett Christmas Party
- Hosted Emmett Fire Department Christmas Party
- Fielded questions regarding inattentive driving passed to EPD
- Passed State EMS inspection waiting on our License to be reviewed
- EMS renewal was reviewed and our license was approved
- Discussed Community Paramedic and a possibility of an ALS license
- Participated with the police department with a Pizza Party at Carberry
- Helped provide lunch for the City Employees with the left overs from the Christmas party
- Installed 9 smoke detectors
- Served Rootbeer Floats at the Senior Center

Plan for next 30 days

- ~~Developing a cancer prevention program (will complete in winter)~~
- Look into Community Paramedic
- Training Facility Proposal
- Peer to Peer program and Fire Chaplin program
- School Safety Group
- Working with other departments to develop a Wildland Strike team/Task Force

City's Strategic Pillars 1-14-2020

- Economically Vibrant and...
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-

Mission: Emmett Public Library is the heart of the community! Serving as a resource for information, education and recreation, as well as a place to meet, gather and learn.

Library Goals this Budget Year (with percentage of completion to date)

- Embrace a new awareness campaign, by collaborating with other community entities that support the library's mission of 2019-2020, partnerships developed and library usage will increase.
- Library will implement new software for improved patron financial recovery; expand delivery of learning opportunities through in-house & outreach programs. Pending 2019-2020 Budget Funding. 10%
- Library will develop Adult/Senior services supporting the goal of, "A Place For Seniors To Age & Stay" 25%
- Develop grant/gift programs as well as in-kind contributions, providing no less than \$50,000 a year towards budget. **To date: Donations=\$10,314.98 + Grants=\$3390.00, In-Kind Donations=\$0.00**

-Expenditures requiring authorization from higher and purpose of expenditure-None at this time

-Training last 30 days- last 30 days – Nothing

No less than Top Ten Accomplishments since last report

- First Wednesday, February Yarn Wrap **(No January Event, due to New Years Day)**
- New Credit Card system implemented, working through procedures, 60 day review-cancelled
- Annual report to Idaho Commission for libraries 12/27/2019
- 2020 program and event planning completed

Next 30 Days

- **Start Planning Summer Reading 2020 and ICFL Grant opportunities and community partners**
- **Tween/Teen Programing 2/3/2020 Operation T-Shirt Pillow**
- **2020 Rotary Grant for Robotics Club**
- **Bears Books & Brownies 2-12/13/14/2020 fundraiser**
- **Schedule outreach to develop Adult/Senior Services**
- **Laugh & Learn about fire safety with the Lorax 3/4/2020**

This report does NOT contain any data required by ordinance or statute...that is covered in a separate report.

City's Strategic Pillars

- Economically Vibrant and...
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Police Department Goals this Budget Year (with percentage of completion to date)

- Retain 100% of Patrol Officers and Patrol Sgts. for no less than 3 years. **(37% of Completion)**
- Proactively make residences and businesses along 1/5 of the main arterials in the city at least 80% ordinance compliant each year, in addition to reacting to citizen complaints; new arterials will be targeted each year. (% of completion)
- Reduce domestic violence repeat offenses by 50%. **(2019 10 Repeat DV / 2018 at this time 19 Repeat DV / 52% decrease)**
- Ensure 100% of police department staff attends C.I.T. Training to improve mental hold process by end of 2019 fiscal year. **(92% of completion)**
- ***Updating and implementing a complete standardized protocols and policies manual utilizing current industry practices. This is a partnership with Lexipol that has been recognized in risk management for law enforcement.***

Expenditures requiring authorization from higher and purpose of expenditure

Training Last 30 days

- See attached
 - ***No less than Top Ten Accomplishments since last report.***
- Have requested the use of drug forfeiture money to purchase updated drone. Purchase has been approved by Prosecutor's office and Gem County Sheriff.
- Swatting call was released to the press and shared with other agencies in Idaho.
- Officer Roehr has completed phase III of F.T.O. Has one phase left.
- Officer Parker has graduated from P.O.S.T. and has received his certification.
- D.C. Babcock has updated the Lexipol policy pertaining to department award program.
- Sgt. Bertalotto will be comparing dispatch agreements with others and present to council. This is completed and will be done last meeting in January.
- Sgt. Bertalotto has contacted a number of departments about their dog impound fees and licensing fees. The findings of this will be given to council at last February meeting.
- Will be contacting local builder for a second estimate.
- Conversion of 2 rifles to short barrel and suppressor has been completed and approved by ATF. Still need to schedule conversion of 10 more rifles.
- Department is working on obtaining 100% completion of ICRMP training. Current 90%.
- Held a planning meeting with E-Citation Rep. from ITD. We have applied for equipment grant through ITD.
- Looking into moving found bicycles to a different location.
- Received a demo from Curtis Blue Line on Load Barring vest carriers.
- Scheduling Cultural Diversity training for February or March.

Plan for next 30 days

- Will be purchasing signs from Signs ETC. or prison industries that authorize GCAT to tow vehicles that are not authorized to park in the city hall parking lot during Cherry Festival. (next year)
- Follow up with Carberry to see if they have contact C.A.R.E.S. about No Go Tell Training.
- Provide Domestic Violence Community Training in Emmett from R.O.S.E. advocates.
- Review PAL Pound contract / revisit the possibility of increasing pound fees. Renew contract.
- Implementation of new lockdown procedure. SRO will be looking into this.
- Remodeling of PD and evidence room/ look at a simpler plan then we received from architect.
- Clint and I will be discussing how to get better use of the tin building.
- Start having King Fisher upload/enter there own pawn slips with Leads Online.
- Getting a rapid flasher ordered and installed at Substation and Feltham Peak.
- ***Getting quotes to compare the Dodge Durango VS Ford Interceptor.***
- ***Working on adding cross walk signs near Butte View Complex.***

Emmett Police Department

Emp, Title	Training/Hours	Date	Location	Cost/Certificate
All sworn Officers (14)	Options for response to an active fire	12-3-19	EPD	\$0
	12-26-19 – 1-28-20			
# Emp. Trained	Total Training Hours			Total Cost
14	14			\$0



CITY ORDINANCE December Report

	NEW	RESOLVED	OUTSTANDING
Junk / Abandoned Vehicles	1	0	9
Parking Violations	1	0	1
Prohibited Accumulations	2	0	6
Sidewalk Obstruction	0	0	2
Weeds/Trees	0	0	-1
Animals Present / No permit	0	0	9
*Misc. Other	0	0	2
Citizen Complaint	0		
Officer Initiated	0		

*Description of Misc Other -



EMMETT POLICE DEPARTMENT

December Patrol Statistics

	TOTAL
Felony Arrests - Male	15
Felony Arrests - Female	0
Misd. Arrests - Male	17
Misd. Arrests - Female	13
Traffic Stops	289
Infraction Cite	171
Dispatched Calls	490
Officer Initiated	74
Reports	100
Dogs Taken to Pound	8
Ordinance Calls	12

Traffic Stops

Total Stops	360
Oral Warning	209

Community Involvement

Assisted with School Cheer Baskets by delivering canned foods from all the schools to the high school. Public works and the IT department also assisted with this.

Attended Pizza Party for students who sold the most candy bars during their fund raiser. EMS, County Fire, City Fire and Sheriffs office also assisted.

Went with the 7th grade students to Boise State for S.T.E.M. event.

SRO taught 4th and 5th amendments to all students at Black Canyon High School.

Assisted Girl Scouts with presentation to city council.

Taught science to Mrs. Browne's 1st grade class multiple times during the month.

Participated in ITD Impaired OT Grant.

Put on a presentation for multiple boy scout troupes at city hall.

Put on annual kids Christmas party at Butte View Complex.

Participated as judges for the Monte Vista Christmas Light competition.

Assisted with escort of The Cherry for the Cherry Rise both to and fro.

CASE SUMMARY REPORT

From 12/01/2019 To 12/31/2019

EMMETT POLICE DEPARTMENT

Date	Time	Initial Remarks
12/01/2019	2:43 pm	PLACED A 26 YO MALE ON A MENTAL HOLD
12/01/2019	8:26 pm	INVESTIGATED A POSSIBLE DOMESTIC
12/01/2019	8:43 pm	INVESTIGATED A MINOR INJURY TRAFFIC COLLISION WITH DAMAGE TO CITY PROPERTY
12/02/2019	12:38 am	INVESTIGATED CAR VERSES SEMI TRUCK CRASH
12/02/2019	3:56 pm	INVESTIGATED A THEFT OF SERVICES OF A 51 YO MALE
12/04/2019	2:00 am	TOOK REPORT OF PARAPHERNALIA FOUND IN DAUGHTER'S BEDROOM
12/04/2019	10:15 am	INVESTIGATED AN AGGRAVATED ASSAULT BY A 16 YOA FEMALE AGAINST A 53 YOA MALE
12/04/2019	2:11 pm	STOPPED A VEHICLE FOR NOT USING HIS TURN SIGNAL.
12/04/2019	3:00 pm	INVESTIGATED THEFT OF FALSE PROMISE- OVER \$35,000 IN LOSS
12/04/2019	5:19 pm	ARRESTED A 53 YOA MALE FOR POSS OF CONT SUBS, POSS OF DRUG PARA, AND TRESPASSING.
12/04/2019	6:28 pm	INVESTIGATED AN NCO VIOLATION
12/04/2019	9:00 pm	ARRESTED A 31 YOM FOR 2 MISDEMEANOR WARRANTS
12/05/2019	2:00 pm	RESPONDED TO AN INJURY ACCIDENT AT W 2ND AND COMMERCIAL
12/05/2019	4:39 pm	INVESTIGATED THE UNATTENDED DEATH OF A 62 YOF
12/07/2019	11:24 am	CITED A 52 YOA FEMALE FOR INATTENTIVE DRIVING FOLLOWING A 1050 PI
12/07/2019	1:07 pm	ARRESTED A 17 YOA MALE FOR ATTEMPTED STRANGULATION
12/08/2019	12:19 am	ARRESTED A 39 YOA MALE ON TWO BENCH WARRANTS.
12/08/2019	6:46 pm	INVESTIGATED A VEHICLE CRASH INVOLVING A 69 YOM
12/08/2019	7:08 pm	FOUND A SOFT SUITCASE ON CANAL PROPERTY
12/08/2019	7:48 pm	INVESTIGATED AN AGGRAVATED ASSAULT INVOLVING A 29 YOM AND AN UNKNOWN PERSON
12/09/2019	2:20 pm	INVESTIGATED A PROBATION VIOLATION FOR AN 18 YO MALE
12/09/2019	8:16 pm	TOOK PARAPHERNALIA FROM HOME FOUND BY SUSPECTS MOTHER. SUSPECT IS 26 YOF.
12/10/2019	11:32 am	ASSISTED COUNTY WITH A DOMESTIC BATTERY CALL
12/10/2019	12:13 pm	RESPONDED TO A NON INJURY ACCIDENT IN THE 1200 BLK OF S WASHINGTON
12/11/2019	9:47 am	INVESTIGATING MALE SUBJECT FOR EXHIBITING DEADLY WEAPON, SUSPECT 35 YO MALE
12/12/2019	2:56 pm	INVESTIGATED THEFT THAT OCCURED INSIDE MEADOW VIEW NURSING HOME
12/12/2019	8:16 pm	INVESTIGATED A CRASH BETWEEN A TRUCK VERSES CAR
12/13/2019	9:10 pm	INVESTIGATED A DOG BITE ON A 48 YO FEMALE
12/14/2019	12:40 am	INCIDENT REPORT ON 24 YOA FEMALE SUICIDAL SUBJECT
12/14/2019	1:00 pm	INVESTIGATED THEFT OF \$15 FROM NURSING HOME
12/14/2019	11:02 pm	INVESTIGATED AN UNLAWFUL ENTER
12/15/2019	2:16 am	ARRESTED A 33 YO MALE FOR DRIVING UNDER THE INFLUENCE & OPEN CONTAINER
12/15/2019	5:05 pm	INFORMATION ON DOG VS DOG ATTACK
12/16/2019	8:35 am	ARRESTED A 31 YOA MALE FOR 2 FELONY WARRANTS.
12/16/2019	12:37 pm	INVESTIGATED HARRASMENT OF A 20 YO FEMALE AT CHEVRON
12/16/2019	2:25 pm	INVESTIGATED A THEFT AT BI MART
12/16/2019	2:27 pm	CITED A 28 YO MALE FOR 2ND OFFENSE, NO PROOF OF INSURANCE
12/16/2019	5:49 pm	ARRESTED A 24 YOF FOR A WARRANT
12/16/2019	6:44 pm	MISD WARRANT - MALE
12/16/2019	10:47 pm	INVESTIGATED AN UNATTENDED DEATH OF 66 YOA FEMALE
12/17/2019	10:44 am	INFORMATION ONLY, GATHERED POSSIBLE EVIDENCE FROM FEMALE REGARDING BOISE POLICE CASE
12/17/2019	12:52 pm	INVESTIGATED A 59 YOA MALE FOR POSSIBLE DUI.
12/17/2019	2:16 pm	INVESTIGATED A DOMESTIC ASSAULT. VICTIM 55YOA FEMALE, SUSPECT 55 YOA MALE
12/17/2019	7:46 pm	ARRESTED A 25 YOF FOR A BENCH WARRANT

CASE SUMMARY REPORT

From 12/01/2019 To 12/31/2019

EMMETT POLICE DEPARTMENT

Date	Time	Initial Remarks
12/17/2019	9:24 pm	DEPLOYMENT OF AED
12/18/2019	5:52 pm	CONDUCTED A WELFARE CHECK ON A 18 YOA FEMALE
12/18/2019	9:24 pm	ASSISTED GCSO WITH TRAFFIC STOP INVOLVING A SUICIDAL 16 YOM
12/19/2019	10:18 am	INVESTIGATED CIVIL PROTECTION ORDER VIOLATION
12/19/2019	3:19 pm	INVESTIGATED A HIT AND RUN
12/19/2019	4:50 pm	INVESTIGATED A MISSING PERSONCASE WHICH WAS LATER PROOVED UNFOUNDED.
12/19/2019	6:11 pm	CITED A 30 YOF FOR NO INSURANCE 2ND
12/20/2019	1:30 am	INVESTIGATED A DOMESTIC BATTERY THAT OCCURRED BETWEEN 32 YOF AND 31 YOM
12/20/2019	9:55 am	RESPONDED TO A LOST AND FOUND CALL.
12/20/2019	7:53 pm	INVESTIGATED A PETIT THEFT
12/20/2019	11:04 pm	ARRESTED A 59 YOM FOR DUI
12/21/2019	2:03 am	ARRESTED 22 YOA FEMALE FOR DUI
12/21/2019	8:40 pm	INVESTIGATED A VANDALISM CALL TO PRIVATE PROPERTY INVOLVING 3 WHITE MALE JUVINILES
12/22/2019	10:56 am	LOCATED UNIDENTIFIED PILLS DURING A CONSENT VEHICLE SEARCH.
12/22/2019	6:59 pm	WARRANT ARREST ON 56 YOA MALE
12/22/2019	8:01 pm	BOOKED LOST PROPERTY FOR SAFE KEEPING (BIKE)
12/25/2019	6:10 pm	CITED A 30 YOF FOR NO INSURANCE 2ND
12/26/2019	1:08 pm	INVESTIGATED A FAKE 20 DOLLAR BILL
12/26/2019	1:15 pm	INVESTIGATED DOMESTIC BATTERY
12/26/2019	3:22 pm	INVESTIGATED A THEFT OF DIAMOND RINGS
12/27/2019	11:35 am	RESPONDED TO A DOG BITE CALL.
12/27/2019	12:40 pm	INVESTIGATED DAMAGE TO AN ITD FUSE BOX ON THE SW CORNER OF HWY 52 & S WASHINGTON AVE
12/27/2019	2:20 pm	ARRESTED A 42 YO MALE ON A BENCH WARRANT
12/27/2019	9:05 pm	MISD WARRANT ARREST OF A 32 YOA MALE
12/28/2019	4:34 pm	INVESTIGATED A FIGHT/INJURY TO PROPERTY/BATTERY BETWEEN TWO 11 YO MALES
12/28/2019	9:59 pm	INVESTIGATED THEFT OF 2 CAR TOPPERS
12/29/2019	1:47 pm	ARRESTED A 41 YOA FEMALE FOR 2 MISDEMEANOR WARRANTS.
12/29/2019	10:18 pm	ARRESTED A 39 YO MALE FOR POSSESSION OF A CONTROLLED SUBSTANCE
12/30/2019	2:36 pm	RESPONDED TO A 1050 PD
12/30/2019	3:43 pm	ARRESTED A 15 YOA FEMALE FOR A WARRANT FROM THIS COUNTY.
12/30/2019	7:03 pm	ARRESTED A 40 YOF FOR A PV WARRANT, CITED FOR POSSESSION OF A CONTROLLED SUBSTANCE/ PARAPHERNALIA
12/30/2019	7:18 pm	UNLAWFUL ACCUMULATOINS - WOOD PILES & METAL SCRAPS
12/31/2019	2:22 am	INVESTIGATED A 43 YO MALE & A 31 YO FEMALE FOR POSSESSION OF A CONTROLLED SUBSTANCE & PARAPHERNALIA
12/31/2019	3:27 pm	RESPONDED TO A NON-INJURY ACCIDENT INTHE 600 BLK OF HWY 16

Count: 78

*****END OF REPORT*****

City of Emmett



Contractual Dispatch Services

Survey and Overview

FY 2019/2020

Purpose Statement: To provide an overview and basic information in response to questions asked by city council members regarding dispatch fees, dispatch services, and what other cities across the state are doing related to this issue.

This document includes:

- The survey conducted with the results of the survey
- Historical payment data with the City of Emmett
- State Statues related to E911 operations and funding

Overview: In Fiscal Year 2019/2020, the City of Emmett saw an increase in dispatch services from \$32,042 to \$44,900. This has brought inquiries from council members about dispatch fees. A snapshot was done, but additional questions were asked regarding the services and what is being done across the state of Idaho with other city police departments.

In a memo by Chief Nebeker to then Mayor Butticci, dated June 21, 2010, Chief Nebeker noted basic information relevant to dispatch and the city:

- City residents pay the same amount of County taxes for dispatch services that County residents pay
- The City residents pay city taxes that fund general fund, which pays for the police budget, which in turn pays for the additional dispatch fees. Most believe City residents are paying twice for the dispatch services.
- E911 funding comes from home and cell phone lines. There are many home phones and cell phones within the city limits, but the city has no say in E911 money being collected off these phone lines.
- Some agencies are paying for ILETS fees with E911 money. (Chief Nebeker noted on an invoice for FY11 that "ILETS paid by E-911 money.")
- Some cities have bartered with the county that in exchange for no additional dispatch fees, the city will or request their E911 money.

Despite the communications listed between Mayor Butticci and Chief Nebeker, 10 years later, members within the city still have similar concerns about dispatch services and the fees.

Research methodology: In addition to sending inquires out to the Idaho Chiefs of Police Association list serve, interviews were conducted in person and via phone. Interviews were conducted with police chiefs or delegates, including city clerks. A prior study from the City of Weiser composed by Chief Greg Moon (2010) was reviewed, as well as the summary written by then Emmett Chief of Police Steve Nebeker.

Weiser Police Chief Moon references the counties are charging city residents twice for the same service. Weiser's study in 2010 showed of 58 city police agencies, 28 did not pay for dispatch services. Of the 30 cities that did pay for dispatch services, Chief Moon took the cost of dispatch and divided it by population to get the cost per person as a realistic cost comparison between cities. Chief Moon found there was a great disparity between the wages with some cities paying \$3 a person for dispatch and others as high as \$18 a person for dispatch. Moon noted this is above and beyond county taxes already paid to the county justice fund by city residents.

Chief Moon's survey included his professional observations that with the disparity there needed to be a fair and equitable system to assess the cost. Chief Moon recommended and encouraged the Chiefs to come together and approach the legislature about this issue. Chief Moon also recommended the cities to take up the issue with their elected leaders and the Association of Idaho Cities (AIC) for a resolution to address the disparity in fees.

Relevant news articles were also researched via an internet web engine search. Populations were obtained from the US Census American Fact Finder website (https://factfinder.census.gov/faces/nav/jsf/pages/community_facts.xhtml?src=bkmk) and show the estimated populations as of July 1, 2018. Using the population and contract costs, the cost was divided by the population to show the individual cost per person; placing the cost in perspective.

Additional questions posed during the interviews consisted of the below:

- Is there a formula used to determine what fees your city pays for dispatch? If so, what is this formula?
- If you contract with the county sheriff's office, does the sheriff's office cover pay and benefits including work comp for the dispatchers as the parent agency? Or are these items paid for by the city under the contract?
- Who pays for equipment in center – electricity, office supplies, new chairs, consoles, etc.
- When fees are increased, how are they justified?
- Do you have any control measures in place to limit or control the increase in fees annually?
- Is the contract negotiated annually or by other terms? If by other terms, how often?

Findings: There are 63 active city police departments in the state of Idaho. One department, Iona, was dissolved earlier this year. Of the 63 city police departments, 31 (49%) did not pay any additional fees to participate in dispatch services. For the purpose of this document, additional fees notated below are any fees outside of the tax revenue collected from assessments and E911/PSAP funds, which city residents pay.

Most dispatch centers are managed and operated under the direction of the county sheriff. There are a few exceptions to the rule such as Blaine County and Bonner County. Both are separate county entities with reporting directly to the Board of County Commissioners.

Bonneville County is uniquely jointly operated by the City of Idaho Falls Police, as a consolidated dispatch for all Bonneville County. Dispatch employees are employees of the city while the building and equipment was provided by the county.

The following cities operates their own dispatch centers: Chubbuck, Lewiston, Nampa, Pocatello, Post Falls, Twin Falls. Post Falls also provides dispatch services to Rathdrum. Moscow has contracted dispatch with nearby Pullman, Washington, creating a joint powers agreement (Idaho State Statues: 67-23236 through 67-2333).

Magic Valley Cooperative Dispatch with Southern Idaho Regional Communications (SIRCOMM). Dispatches for 45 agencies (police, fire, EMS, public works) in Gooding, Jerome, Lincoln, and Twin Falls counties. Has a governing board of 4 county commissioners. City leadership is not represented on the Joint Powers Board. City police departments include covered includes Gooding, Jerome, Shoshone, Buhl, Filer, and Kimberly-Hansen.

Bonnors Ferry and Preston take the dispatch fees out of general fund and not out of each department's line item budget. Other cities divide the cost among the various departments within their respective cities.

Within the state there are also 3 Tribal Police Departments (Coeur d' Alene, Nez Perce, and Fort Hall). Nez Perce Tribal contracts with WHITCOM (Pullman, WA), while Fort Hall has their own dispatch center. The Coeur d' Alene elected not to contract with Benewah County, where the majority of tribal lands are, but instead went with nearby Kootenai County. Kootenai County Sheriff does charge for Coeur d' Alene Tribe roughly \$50,000 a year for dispatching.

For those agencies paying some have a formula for payment, others had a set amount that has been "the way it's always been." Formulas included paying for X amount of dispatcher(s) positions; paying based on the amount of use (calls, radio traffic, etc); population based on the size of the cities and the county. Emmett is on a "use" formula as noted below.

E911 fees were also better explained through the research and findings. \$1.25 for every phone line is collected and goes towards the E911 fees fund. The county (or receiving entity) receives \$1 a line. The extra \$0.25 goes towards a grant fund handled by the state of Idaho via the 911 Coordinator within the Idaho Military Division.

The location and recipient are based off the billing address on the phone line(s). For example, if there were 20 lines to 501 E. Main Street in Emmett, Idaho, then \$20 of E911 funds go towards the City of Emmett (based on billing address). The city not having a proprietary 911 center, this funding defaults to Gem County, who handles the E911 funds. In most counties it is the County Clerk who collects all the money and then divides funding out to cities with their own 911 center. This would be cities like Twin Falls, Post Falls, Pocatello, etc.

Use Formula

Below is the practical application of the use formula using the current numbers presented in FY 19/20 for the City of Emmett and Gem County to determine the city's cost. It does not account for E911 funds.

\$393,951.39	Total Dispatch Expenses for Fiscal Year (without court security position & unemployment)
39.13%	City's percentage of total dispatch calls
\$154,164.83	City's share of total dispatch expenses for fiscal year
-	Reduced by
\$295,188,461	Total Yearly county property tax revenue paid by city residents
x	Multiplied by
.004652357	County levy rate
\$1,373,322.10	= Amount of Tax Revenue multiplied by County Levy Rate
/	Divided by
\$5,043,189	Yearly total county property tax revenue
0.272312242	= Tax Revenue x County Levy Divided by Total County Property Tax Revenue
X	Multiplied by
\$393,351.39	The total yearly dispatch expenses
\$107,277.79	City's Total Tax Contributions for Dispatch Service
\$46,875.39	Equals the amount due for the <i>following</i> fiscal year as the city's payment to the county for dispatch. This includes city police and city fire. Taken from City share of dispatch expenses reduced by the city's total tax contributions for dispatch.

Survey Results

Only cities with an active (non-defunct) police department were included in this survey. There are 63 municipalities (including the City of Emmett) in the State of Idaho, which have their own city police.

City	Dispatched Center Used by City	Yearly Contract Cost for dispatch	2018 estimated population	Additional Cost per resident
Emmett	Gem Sheriff	\$44,899.14	6,903	\$6.50
	Formula is based on amount of use (calls per service, call cards, traffic, etc). Included in dispatch expenses was wages & benefits as well as office supplies and equipment (refrigerator, microwave, TVs, chairs, lamp, keyboard, scanner, and phone lines) Annual contract with the sheriff's office where the city does not have input in hiring, policies, practices, etc. No meetings with county.			
Aberdeen	Bingham Sheriff	\$0	1,952	\$0
	Had own dispatch, but no ILETS access, so APD had to call Bingham to run stuff. APD dispatch was \$85k a year, which Fire paid \$20k for dispatch annually. Dispatch was laid off and city hired another police officer and another deputy city clerk. 2017 Aberdeen created a MOU with Bingham County. As part of a standing MOU, city covers 3 miles outside of city limits with calls and 5 miles outside of city limits for emergency calls. Sometimes going 10 miles outside of town. Aberdeen is 40 miles from Blackfoot. In lieu of payment, assists with patrol coverage.			
American Falls	Power Sheriff	\$58,000	4,367	\$13.28
	Fees have changed from year to year. Costs have been as high as \$68k in the past. Negotiations have been made by the mayor and council to keep relations cordial between police and sheriff alike. American Falls is currently paying for 1.5 dispatchers, but Power County has made it clear they eventually want the city to pay for half of the entire costs. There is not a cap on the amount the county can raise the fees, but mayor and council have negotiated on behalf of city taxpayers. There is an advisory board in place but have only a little say in the matter. Contract is negotiated usually for a period of 3-5 years at a time.			
Ashton	Fremont Sheriff	\$0	1,060	\$0
	The city has a "gentlemen's agreement" with the sheriff's office, where nothing is on paper. The city and county have a great working relationship with each other where the city is not charged for dispatch and will assist the county on calls for service outside of city limits at no charge to the county. City noted the sheriff agrees that city residents are already paying for dispatch services via assessment/taxation and does not believe in double taxing residents.			
Bellevue	Blaine Sheriff 911	\$25,000	2,428	\$10.30
	Contract covers the wages & benefits – not equipment. Have separate funds paying for radio fee with Ada County for the 700MHz program (\$4,000). Also pay for CAD/RMS \$8,000 as a separate fee. Contract is reviewed annually.			

Blackfoot	Bingham Sheriff	\$296,000	11,946	\$24.78
	Blackfoot is in a joint city-county law enforcement building. Dispatch is in the same space with shared and linked IT and phone lines. Currently the formula in theory, shows Blackfoot is 40% of total cost and that is what they have to pay. City and county have a similar number of calls for service (11k county vs. 10k city). City does not pay for any equipment for upgrades to equipment. They rely and utilize E911 funding for such and only pay for wages and benefits. Contract is reviewed & adjusted annually. However, the city has little to no say with dispatch administration, but do get to participate in interview boards.			
Boise	Ada Sheriff	\$0	228,790	\$0
	Boise City is not charged for additional dispatch fees. Ada County uses Boise's E911 funding. The sheriff's office runs and controls dispatch with limited city input.			
Bonnars Ferry	Boundary Sheriff	\$30,800	2,595	\$11.87
	<p>The city has been paying for county dispatch since the 1980s. The cost hasn't increased much in 30 years, but the city sees an approximate 3% increase annually. The cost is taken directly out of General Fund and not out of the police department's budget. Dispatch handles calls for city water, city sewer, as well as the city's electrical department. There hasn't been a formula, but instead the city and county have negotiated costs as needed. The elected city leadership has made the argument that the city already pays via county taxes. The city at one time had hired a dispatcher and placed the dispatcher into the county dispatch center, but this created problems for management and supervision with that employee.</p> <p>Police Chief addressed that the city has about three times as many calls as the county with proactive officers self-generating calls from traffic stops to drug enforcement. City calls for service into the dispatch center not officer initiated are roughly 40% to 50% of the total calls. The police department and sheriff's office have great relations between each other where the city has open communications regarding dispatch concerns including policies, protocols, and procedures.</p>			
Buhl	SIRCOMM	\$38,430	4,407	\$8.72
	SIRCOMM Cooperative with 4 counties in Magic Valley. Costs are divided to 4 counties with costs going to County Clerk (respectively). Each clerk then looks at the cost of use and divides bills out to each city. Formula is based on number of calls received/amount of services. Scheduled to increase next year. Currently on quarterly billing system. All cities in SIRCOMM are looking at having more input on board. Buhl went through a time where they didn't pay for two years and went to a "on duty" cell phone for all non-emergency calls. This created a large liability issue as officers were not being checked on by dispatch on non-emergency calls. Dispatch would forward non-emergency calls to the on-duty cell phone, which with one officer on duty, sometimes went to voicemail. On duty cell did not provide the same level of service to community and city returned to paying SIRCOMM for the safety and service aspect.			
Caldwell	Canyon Sheriff	\$300,000	56,541	\$5.31
	Caldwell had their own dispatch center, but the center did not have 911 services and			

	<p>did not receive 911 calls. The dispatcher handled all non-emergency calls. If a non-emergency call came into 911 it was transferred to Caldwell dispatch. There was one dispatcher on duty at all times who also handled all the business line calls and other administrative assignments. When Caldwell moved into their current station, they eliminated their dispatch center and contracted non-emergency dispatch to Canyon County.</p> <p>The city is currently paying \$300,000 for the next three years, but then will see a 3% increase annually afterwards. The formula was based on the call load, but the city and county negotiated a price for the next three years. The dispatch fee is supposed to cover dispatcher salaries and benefits. However, the city does not have any control over how the money is spent, has no say in hiring or services. There is an E911 committee, which the city participates in, but does not really cover all dispatch issues, just 911 issues. Sheriff and Chief have good relations and do meet to address concerns.</p> <p>Caldwell looked at other options including Nampa and WHITCOM, both which were over \$800,000 for the city, and not affordable. The city also considered the costs (financial and time) to re-create a dispatch center and elected not to pursue this direction. The city noted having to regain 911 funds, having to find a space for the dispatch center, locating, purchasing, and maintaining equipment, as well as hiring and managing personnel.</p>			
Chubbuck	Own Center	N/A	15,316	\$0
	<p>Chubbuck maintains a fully staffed dispatch center, but they are considered a secondary E911 center – connected in with Bannock County. Chubbuck can send calls to the county and vice versa. Where the city has its own 911 center, the city receives and operates its 911 center using 911 funding. Therefore, there is no additional cost to the residents/taxpayers of the city.</p>			
Coeur d' Alene	Kootenai Sheriff	\$0	51,303	\$0
	<p>Kootenai Sheriff uses 911 fees for calls and dispatch service. Kootenai does not charge additional fees. Although Coeur d'Alene pays a separate radio subscription for 700 MHz radios.</p>			
Cottonwood	Idaho Sheriff	\$2,333.34	931	\$2.51
	<p>Sheriff bills the city \$7,000 for dispatch. Hospital (runs EMS) pays 1/3, Fire does 1/3 and PD does 1/3. County didn't really have a formula in the past and the city has kept going with the past number as the base with a 3% increase annually. If sheriff wants to increase fee then county has to go council for approval. City has no say, no input on training, policies, hiring, etc. City has explored other options as a backup plan.</p> <p>In past had an agreement that CPD went out to help ICSO and vice versa, but now have a response fee for when CPD isn't on duty. Response fee was developed recently. County has unique setup with the county emergency manager owning the dispatch equipment, but the dispatch personnel is under the sheriff.</p>			
Filer	SIRCOMM	\$25,625	2,851	\$8.99
	<p>Cooperative with 4 counties in Magic Valley. Costs are divided to 4 counties with costs</p>			

	going to County Clerk (respectively). Each clerk then looks at the cost of use and divides bills out to each city. Formula is based on number of calls received/amount of services. The concern is that SIRCOMM is controlled and managed by a Joint Powers Board, which consists of a county commissioner from each of the 4 counties. Cities are not represented on the Joint Powers Board, which has been a growing concern.			
Fruitland	Payette Sheriff	\$50,000	5,062	\$9.88
	Previously all the cities within Payette County had zero increase in fees for over 20 years. To keep the personnel and pay for it, the county explored different formulas with the cities to cover costs appropriately. New formula for determining amount owed by each municipality is population of the given city divided by the total population of the county plus the population of each city as its stated in the most recent City and County Base and Excess Distribution. Percentage shall then be multiplied by the proposed dispatch salary and benefits budget. The same formula applies to the City of Payette as well.			
Garden City	Ada Sheriff	\$0	11,911	\$0
	Garden City is not charged for additional dispatch fees. Ada County uses Garden City's E911 funding. The sheriff's office runs and controls dispatch with limited city input.			
Gooding	SIRCOMM	\$32,000	3,473	\$9.21
	Cooperative with 4 counties in Magic Valley. Costs are divided to 4 counties with costs going to County Clerk (respectively). Each clerk then looks at the cost of use and divides bills out to each city. Formula is based on number of calls received/amount of services, which does cause the amount to fluctuate annually. Fee is to pay for wages/benefits of dispatchers, while equipment is purchased with E911 funds. Like other cities, the concern is that SIRCOMM is controlled and managed by a Joint Powers Board, which consists of a county commissioner from each of the 4 counties. Cities are not represented on the Joint Powers Board, which has been a growing concern.			
Grangeville	Idaho Sheriff	\$37,043.83	3,200	\$11.58
	Has had a contract since 1985. Contract is for dispatch, as well as holding prisoners in the jail. No real formula for fees. Contract sets a cap on the amount the fee can increase by 3% annually. In 2017 fee was \$34,917.36. Contract is valid until 2021. Great for future forecasting with budget.			
Hailey	Blaine 911	\$98,821.44	8,501	\$11.62
	Elected not to respond after 4 phone calls and 2 emails. Budget information was taken from city's website for FY 18/19. Details regarding contract specifics were not available.			
Hayden Lake	Kootenai Sheriff	\$0	617	\$0
	New Chief – not completely familiar with contract. Is aware using Central Comms (Kootenai County) that has a yearly fee which includes use of Spillman (Records Management). Contract is renewed annually and is based on the agency size. Not sure what if paying for dispatch. Spirit Lake & Coeur d' Alene state that Kootenai doesn't charge any of the cities including Hayden Lake for dispatch.			

Heyburn	Minidoka Sheriff	\$45,000	3,417	\$13.17
	Approximately 9-10 years ago, City was using Cassia County for dispatch services and was paying around \$10,000 for the service. However, city elected leaders thought it was better to have dispatch in Minidoka County instead. The current formula is based on use and the amount of registrations ran, criminal checks, traffic, etc. ran over the radio. Minidoka states that this formula shows how the city is paying for a dispatch position. The city doesn't really any input. There is not a cap on the contract, although it is reviewed annually between the city and county.			
Homedale	Owyhee Sheriff	\$0	2,675	\$0
	Homedale is not charged for dispatch fees as they give the E911 funding to Owyhee County, which covers the expense. Homedale does pay a maintenance fee for the Records/Dispatch system which is a joint system with Owyhee County. That payment goes direct to the vendor – not the county.			
Idaho City	Boise Sheriff	\$0	465	\$0
	Idaho City is not charged any dispatch fees by sheriff. Idaho City's E911 funding pays for their dispatching.			
Idaho Falls	Own center	N/A	61,535	\$0
	City runs 911 center for entire county as a joint venture. The employees are all city employees on city wages and benefits. However, the county pays for the equipment and the building. Funding comes from Bonneville County 911 funding who provides a manager to help run the IT portion and equipment. The Dispatch director reports to the police chief, but there is talk of changing that in the future. Smaller agencies within Bonneville County pay a smaller portion; most of them are mixed in with the law enforcement services contracts (Ammon, Iona, etc). Fire Departments do pay for dispatch. Between Idaho Falls City Fire and Bonneville County Fire the two entities are paying for 6 dispatchers. Idaho Falls and Bonneville County have a stellar working relationship. The dispatch manager has 42 years of service and has worked with the entities well over the years. City Council and BOCC are good about working together to meet the needs of the community.			
Inkom	Bannock Sheriff	\$4,500	903	\$4.98
	The city currently pays the same fee over the last two years, but it had increased in the last five years. The city received the calculation on what it costs the county to dispatch for the city. Inkom pays the county \$1,500 more which is just for Spillman (records management). Inkom city hall also believed that the county was charging for dispatch as part of their "police services" for smaller towns including Lava Hot Springs, McCammon, and Downey. Inkom being a small community only has officers work 5 hours a day, providing limited coverage for the city. Officers are on call when they are not on duty. The city and county work well together and have similar policies. City believes they receive a good deal for what they are paying for dispatch currently.			
Jerome	SIRCOMM	\$111,482	11,807	\$9.44
	Cooperative with 4 counties in Magic Valley. Costs are divided to 4 counties with costs going to County Clerk (respectively). Each clerk then looks at the cost of use and divides			

	bills out to each city. Formula is based on number of calls received/amount of services. E911 funding only pays for 911 services, not non-emergency dispatch services.			
Kellogg	Shoshone Sheriff	\$0	2,119	\$0
	County does not charge for dispatch. Cities participate in a joint RMS/CAD system and pay annual maintenance fee.			
Kimberly	SIRCOMM	\$42,000	5,242	\$8.01
	<p>Kimberly also polices Hansen via contract and is a joint police department between the two cities, overseen by the City of Kimberly. The listed population is the total population for both cities combined. Individually Hansen shows 1,280 and Kimberly shows 3,962. Dispatch (SIRCOMM) is a cooperative with 4 counties in Magic Valley. Costs are divided to 4 counties with costs going to County Clerk (respectively). Each clerk then looks at the cost of use and divides bills out to each city. Formula is based on number of calls received/amount of services.</p> <p>Kimberly pays \$32,000 and Hansen pays \$10,000. The concern is that SIRCOMM is controlled and managed by a Joint Powers Board, which consists of a county commissioner from each of the 4 counties. Cities are not represented on the Joint Powers Board, which has been a growing concern.</p>			
Lewiston	Own center	N/A	31,817	\$0
	Where the city has its own 911 center, the city receives and operates its 911 center using E911 funding. Therefore, there is no additional cost to the residents/taxpayers of the city.			
McCall	Valley Sheriff	\$56,000	3,470	\$16.14
	Pays a portion of 1 dispatchers' salary and for ILETS usage. Have used the same contract for about 5 years. Prior to this MPD paid nothing but county used E911 funds. City has no input in hiring, policies, etc. About 5-7 years ago Valley County tried to charge McCall more money, and tried to implement a call per mic key fee. McCall did not consent and fought against the proposed fees.			
Meridian	Ada Sheriff	\$0	106,804	\$0
	Meridian is not charged for additional dispatch fees. Ada County uses Meridian's E911 funding. The sheriff's office runs and controls dispatch with limited city input. At one time Meridian had tried to gain 911 dispatch separately, but it failed. Meridian had a non-emergency dispatch, but the result was two separate radio channels officers had to listen to, redundant systems, and items were lost in communication.			
Middleton	Canyon Sheriff	\$0	8,009	\$0
	Canyon County does not charge for dispatch as Middleton gives Canyon the E911/PSAP fees for dispatching for them. Middleton pays for Spillman (Records & CAD) access with Canyon's system, but that payment is given direct to Spillman. Per user fee for number of Middleton officers on the Spillman system. Middleton expressed concern with continued growth they may likely see dispatch fees in the upcoming years. Middleton explored using Nampa dispatch, but it was cost prohibitive at the time. Middleton			

	doesn't have to pay for dispatch unless exceeded 5% of total call volume for the county.			
Montpelier	Bear Lake Sheriff	\$0	2,522	\$0
	City is not charged by the county for dispatch. The City does pay the ILETSS access fee, but do not pay for any services rendered. The city has about the same number of calls as the county. Although the city doesn't have input with dispatch, the city enjoys a good working relationship with the county.			
Moscow	WHITCOM	\$561,713.40	25,766	\$21.80
	Whitman County Communications – Pullman, WA – Moscow had their own dispatch until around 2006 when they disbanded dispatch and contracted to WHITCOM. The current contract with WHITCOM outlines the costs for a 5-year period, which allows for appropriate budgeting. Yearly costs for 2019 is from January through December. 2020 costs from January 1 to December 31, 2020 is listed at \$48,213.73 a month. 3% increase annually over 5 years. Current administration is unsure how the fee structure was originally established, but is looking at new ways to charge out fees.			
Mountain Home	Elmore Sheriff	\$50,184	14,451	\$3.47
	5-page agreement that has recitals on duties assigned and gives the city input in procedures related to MHPD operations. Contract specifies that the city and county agree to meet quarterly to maintain communications regarding dispatch and related issues. No one at Mountain Home is certain how exactly the contract cost was established. However, approximately 8 years ago the city was not paying for dispatch. There is an average increase between a 3-5% annually. City and county recently agreed to a 2-year contract where it was a 3% increase. The city pays for own ILETSS fees.			
Nampa	Own center	N/A	96,252	\$0
	City has maintained their own PSAP/E911 center providing services to the city of Nampa in both police as well as fire departments. Nampa has been open to contracting with other cities to provide their dispatch services, but would need to have a cost analysis done and any extra costs would have to be absorbed by the end-user. Caldwell and Middleton both explored Nampa Dispatch. Caldwell stated they couldn't afford it while Middleton was being dispatched for free by county. Where the city has its own 911 center, the city receives and operates its 911 center using 911 funding.			
Orofino	Clearwater Sheriff	\$46,000	3,124	\$14.72
	Front desk for Orofino covers non-emergency calls during the day that ring into OPD. Front desk is able to dispatch from OPD to OPD officers for non-emergency. When no one is at the front desk including after hours, phone line is forwarded to the county. The county covers all calls into dispatch or received via the sheriff's office phone lines. Dispatch does the NCIC entries for Orofino. The city pays for salaries and benefits, but not equipment (E911 funds). The city does have input on addressing dispatch concerns as they arise. Annual contract and has not been reviewed for some time.			
Osburn	Shoshone Sheriff	\$0	1,549	\$0
	County does not charge for dispatch. County does receive the city's E911 funding to cover costs. City pays \$1500 a year for maintenance fee of RMS/CAD. Joint grant with			

	all agencies for RMS w/ Homeland Security.			
Parma	Canyon Sheriff	\$0	2,132	\$0
	Canyon County does not charge for dispatch currently. Parma doesn't have to pay for dispatch unless exceeded 5% of total call volume for the county. Parma gives Canyon the E911/PSAP fees for dispatching for them. Parma pays for Spillman (Records & CAD) access with Canyon's system, but only for the PPD staff that is assigned into Spillman (per user fee with Spillman).			
Payette	Payette Sheriff	\$65,000	7,527	\$8.64
	<p>County charges out to all entities including Fire & EMS. Divided among various entities by use. Formula is by the amount of population. County advised that Payette City had most population and passed on the higher fee of over \$100,000. City did not have it budgeted. The issue was handled by the mayor and council to address and try to keep good relations between law agencies.</p> <p>Annual contract and will continue to see increases in fees towards the 100k+. County adding a dispatcher, so will have higher costs. Contract is supposed to be for just wages and benefits. City researched county's audit and found that county spent less than expected. Requested refund for over payment. City is currently on a 5-year formula in which in 5 years the amount will increase from 50k to 130k.</p> <p>City has expressed concerns about city residents being double taxed. City does not have input in hiring but feedback is taken once a year with a board meeting. There is a 911 Operations Board between end users (chiefs, sheriff, etc). and a 911 Administration board with elected officials, but neither are efficiently working.</p>			
Pinehurst	Shoshone Sheriff	\$0	1,616	\$0
	County does not charge for dispatch services. County does receive the city's E911 funding to cover costs. Cities participate in a joint RMS/CAD system and pay annual maintenance fee.			
Plummer	Benewah Sheriff	\$0	1,024	\$0
	Currently the city is not charged for dispatch. The city and county have an agreement where Plummer helps the county with handling calls for service outside of Plummer city limits. Plummer does not generate a lot of use on the system as it's a 1-2-man police department. Chief Hall noted that St. Maries is paying for dispatch as part of their police services contract due to the city's size and taxation on the county's dispatch center and sheriff's office. When St. Maries had a police department last time, they were paying approximately \$8,000 per officer for dispatch.			
Pocatello	Own Center	N/A	56,266	\$0
	Maintains a full dispatch center with 12 dispatchers handling 911, fire, EMS, and law enforcement. Dispatch has enhanced 911. The records data base and computer aided dispatch is shared with Bannock County and Chubbuck.			
Ponderay	Bonner 911	\$0	1,134	\$0

	<p>Ponderay has agreement where the county keeps the E911 fees to cover the cost of running dispatch. Bonner 911 is overseen by the sheriff's office, but the Board of County Commissioners controls the funding. BOCC was going to charge all cities and rural/volunteer fire departments across the county for dispatch on a "per use" formula, but it was met with unfavorable response from all other shareholders. Bonner BOCC found out that cities were not interested in paying for the services and with the unfavorable response, disbanded the idea of charging for dispatch.</p>			
Post Falls	Own center	N/A	34,691	\$0
	<p>Own Center with PSAP and 911 capabilities providing full service to the city of Post Falls and contracts with Rathdrum to provide Rathdrum services as well. Where the city has its own 911 center, the city receives and operates its 911 center using 911 funding. Therefore, there is no additional cost to the residents/taxpayers of the city. Dispatch center also monitors CCTV/surveillance cameras in dispatch center that are "hot spots" for the city.</p>			
Preston	Franklin Sheriff	\$35,000	5,501	\$6.36
	<p>Over years the fees have gone up. Franklin County added a dispatcher position which raised the amount to the current costs. The city has not asked or has been provided a justification until this year that the increase was to cover half the wages of the new dispatcher. Previously the city paid \$16,000 in 2016, \$18,000 in 2017, and only \$7,500 in 2018. The city's E911 funds goes directly to the county, so the fee is in addition to the revenue already collected by the county. The city has no say in the spending. Preston is more unique as the payment for dispatch is not taken from either the police budget or the fire budget, but is a separate line in the general fund.</p>			
Priest River	Bonner Sheriff	\$0	1,853	\$0
	<p>Priest River has an agreement where the county keeps the E911 fees to cover the cost of running dispatch. Bonner 911 is overseen by the sheriff's office, but the Board of County Commissioners controls the funding. A couple years ago BOCC wanted the cities and rural/volunteer fire departments to "pay their fair share" and proposed charging each entity using "per use fee" formula. The BOCC was met with resistance from all the cities and volunteer fire entities and ultimately did not implement it. BOCC wanted Priest River to pay \$68,000, which led to the city looking at other counties and entities instead of paying the county. Bonner BOCC found out that cities were not interested in paying for the services and with the unfavorable response, disbanded the idea of charging for dispatch.</p>			
Rathdrum	Post Falls Police	\$89,000	8,704	\$10.23
	<p>Rathdrum uses Post Falls for dispatching services. The front desk staff act as non-emergency dispatch as needed when calls come in during the day, as front desk can radio dispatch RPD officers. Lines are easily transferred between the two cities as needed and all after hour phone calls to Rathdrum are automatically transferred to Post Falls to handle. Rathdrum's E911 funding goes to Post Falls. Currently the contract signed in 2016 has a 1% annual increase, but the cities are looking at modifying to a 3% increase in the future. Both Rathdrum and Post Falls collaborate often and Rathdrum has input in dispatch issues and policies.</p>			

Rexburg	Madison Sheriff	\$153,386	28,687	\$5.35
	<p>Rexburg is billed per call/usage basis and also provides a partial wage for a dispatch center employee. With paying per use, a new study showed a significant increase in use by Rexburg residents resulting in the city being billed more. The county is having meetings with the council and sheriff's office to discuss the costs as the city has been paying more for dispatch. Rexburg noted that the county added a new dispatcher position, but didn't think about the effect it would have on the city with the added expense. Currently 37% of dispatch is paid by county, 36% of dispatch is paid by PD, and rest (27%) is paid by Fire. City and County has a 911 board that is supposed to meet quarterly but hasn't met in some time. City is rescheduling and working on getting 911 board going again. City has a say in hiring and sits on hiring boards and receives input.</p>			
Rigby	Jefferson Sheriff	\$48,000	4,193	\$11.45
	<p>Formula is pay for 1 full time dispatcher's salary, which has been the same for some time. Contract is reviewed and renewed annually. Contract has the specific language that both parties shall agree to the contract, which can be negotiated. Pay is only for the dispatcher, and no equipment. All equipment should be covered with E911 funds as the city is only paying for the service. City has some buy in with being able to review policies related to dispatch and it's all encompassing including Records & Dispatch systems. Rigby enjoys a great working relationship with the county and often takes emergency calls for the county when they are not close by or available.</p>			
Rupert	Minidoka Sheriff	\$63,000	5,769	\$10.92
	<p>County charges out to all entities including Fire & EMS. Divided among various entities by use. Formula is by the amount of calls and radio traffic. Rupert is charged for running license plates and drivers checks through dispatch. Heyburn saw increase because of the radio traffic from their traffic stops. Fees covers a percentage of wages/benefits but NO equipment. All equipment is covered under county's budget and E911 funds.</p> <p>Annual contract and receive notification from county in February of upcoming fees. Contract allows some say in hiring – usually 1 RPD on dispatch oral board. City keeps track of how much officers spend out in the county and barter. Sheriff negotiates with Police Chief. Explored creating dispatch around 2008, but found it would cost approximately \$140,000 for 2 FT and 2 PT dispatchers with minimal equipment.</p>			
Salmon	Lemhi Sheriff	\$10,000	3,141	\$3.18
	<p>While there is a great working relationship between city and county law enforcement, there are differences in opinion with elected officials (city council and board of commissioners) on dispatch fees. About 10 years ago the mayor at the time elected not to pay the dispatch bill citing it was double taxation on the citizens. The county has sent bills in the past to the city with higher amounts, but the city is currently paying \$10,000 a year for dispatch and paying half the ILETs fees with the county.</p>			
Sandpoint	Bonner 911	\$0	8,703	\$0

	<p>Sandpoint like Priest River has agreement where the county keeps the E911 fees to cover the cost of running dispatch. Bonner 911 is overseen by the sheriff's office, but the Board of County Commissioners controls the funding. Sandpoint used to have dispatch center, but disbanded it approximately 10-15 years ago. Kept infrastructure and equipment in place as a backup dispatch facility. Talked of re-starting dispatch when Board of County Commissioners talked of charging the city over \$200,000 for dispatching on a "per use" formula. Bonner BOCC found out that cities were not interested in paying for the services and with the unfavorable response, disbanded the idea of charging for dispatch. City has expressed concerns that county would be "double dipping" and taxpayers paying twice for the same service.</p>			
Shelley	Bingham Sheriff	\$30,000	4,424	\$6.78
	<p>City is currently reviewing contract with the county on dispatch fees. The city has asked the county for a formula and break down on how they are being charged and what the dispatch fees are paying for. This year the dispatch fees went up another \$5,000 and the county has anticipated to the city the fees will go up another \$10,000 for next fiscal year.</p> <p>The county told the city that they are charged for ever radio transmission and therefore the county is charging everyone for using the radio. The city was forewarned that within three years the fee will double to \$60,00, which is when the city reaches their 15% portion of dispatch. The city has no current say in hiring and no input in protocols. The city participates in the 911 board, which is supposed to have quarterly meetings, but a meeting has not been scheduled in some time.</p>			
Shoshone	SIRCOMM	\$40,857	1,511	\$27.04
	<p>Dispatch (SIRCOMM) is a cooperative with 4 counties in Magic Valley. Costs are divided to 4 counties with costs going to County Clerk (respectively). Each clerk then looks at the cost of use and divides bills out to each city. Formula is based on number of calls received/amount of services. The concern is that SIRCOMM is controlled and managed by a Joint Powers Board, which consists of a county commissioner from each of the 4 counties. Cities are not represented on the Joint Powers Board, which has been a growing concern.</p>			
Soda Springs	Caribou Sheriff	\$0	3,032	\$0
	<p>Soda Springs has not been charged for dispatch in the past. The current chief believes there were previous past agreements made where the city and county assisted each other in lieu of dispatch fees. The new sheriff has talked about charging the city for dispatch about 5 years ago, but was advised by others of the city's past assistance to the county. The city also advised the county that the city pays a lot of money into the county justice fund and then outlined all the money city paid into justice fund to county. The issue of the city paying for services was then dropped.</p>			
Spirit Lake	Kootenai Sheriff	\$0	2,513	\$0
	<p>Is not charged by Kootenai County. Voters created a consolidated county dispatch center that is county taxed and county charged. Spirit Lake, Coeur d' Alene, and Hayden Lake all joined while Post Falls and Rathdrum didn't. They use the E911 funds</p>			

	to cover the costs of dispatch. No additional fees are charged to the city as a result. Operations of dispatch center is all funded by sheriff's budget through property taxes.			
St. Anthony	Fremont Sheriff	\$0	3,571	\$0
	There is not an agreement between the two entities. The county does not charge the city for dispatch at all. The sentiment between both entities is that the city residents already pay for dispatch services via county taxes. The city and county enjoy a great working relationship where each other help out. City officers will respond to calls just outside of city limits to help out. County does bill the city for FATPOT services – a joint purchase between the two entities which is part of the paid e-citation service for the entities.			
Sun Valley	Blaine 911	\$99,000	1,473	\$67.21
	<p>Sun Valley is unique as it's a joint police and fire department, known as a "Public Safety" Department with a Police and Fire Department under the same agency, but separated by duties. There are 22 full time fire fighters and 12 full time police officers being dispatched by Blaine 911, which is part of the sheriff's office. County picks up bulk of costs, then splits between all other agencies. There are years where fees are not increased and some do. City pays only for dispatch services (wages & benefits) while equipment is covered via E911.</p> <p>Sun Valley has gone through multiple revisions of the formula for what they pay with Blaine County. The formula looks at the city's population and staffing of each agency. With the fire department demanding to have 3 dispatchers on in the center at a time, additional staffing was hired and the cost did increase. Fire agencies help pay for the cost. The city is actively involved in a Dispatch committee with police and fire agencies. The dispatch budget is presented at the committee before it goes to the BOCC and any issues with dispatch including policies is discussed. Policies are often generated by the committee.</p>			
Twin Falls	Own center	N/A	49,764	\$0
	When SIRCOMM first established around 1997 the city of Twin Falls did join SIRCOMM. However, with the city's call volume and service needs not being met, Twin Falls City was able to separate from SIRCOMM and regain its own center. The city does receive and use its E911/PSAP funding to cover the costs of the dispatch center for wages/benefits.			
Ucon	Idaho Falls 911	\$0	1,155	\$0
	In the past, the city tried to implement a pay per use formula, but was rejected. Then turned into a flat fee that was negotiated. Previously the city of Ucon was being billed around \$3,000 for dispatch fees in addition to giving the E911 funds to the county/Idaho Falls. Approximately 3 years ago the mayor and council elected to quit paying for dispatch. No negative action has come from Idaho Falls/Bonneville 911, which is still dispatching for the small 1-2 man police department.			
Weiser	Washington Sheriff	\$110,000	5,381	\$20.44
	City and county have had differences on the costs for years. For the past few years the			

	<p>city has split the cost of dispatch with the county, where the city has paid for half of dispatch wages. This year, during mid-budget year for the city, the county increased the dispatchers' wages. The problem was that the city was not notified of this increase, which had an affect on their budget to find funds to pay for the wage increase. The county admitted they should have notified the city and better budgeted.</p> <p>Under the new resolution taking effect this fiscal year, the city and county negotiated a set fee to determine what was an appropriate cost for the service. With a base fee established, it is built in where the city will pay a 3% increase for the service annually. This amount allowed for proper budgeting with the city. With the new contract, there is not a mandatory review date and the contract is set to just auto-renew with the 3% increase annually.</p> <p>Good relations between the two law enforcement agencies remain, but one rogue elected official talked of cutting the city off for dispatch if they didn't pay. There is a functioning 911 board where the city has input on protocols and issues concerning the safety of responders.</p>			
Wilder	Canyon Sheriff	\$0	1,792	\$0
	<p>Canyon County does not charge for dispatch as it does not exceed 5% of total call volume for the county. If/when it does, then the county may charge Wilder for the dispatch. Wilder gives Canyon the E911/PSAP fees for dispatching for them. Wilder pays for Spillman (Records & CAD) access with Canyon's system, but only for the WPD staff that is assigned into Spillman (per user fee with Spillman).</p>			

Historical Payment Data: Concerns over the dispatch contract have been discussed in the past. Memorandums were located from both the city and county dating back to 2004 regarding the matter between the City of Emmett and Gem County. At one time in 2004, there was also a Dispatch Committee. The amounts on the payments from FY96/97 to FY10/11 came were off a memo from then City Clerk Chrystal Alsup dated 32/30/2011 to then Mayor Butticci. FY11/12 to current was researched and added to show the most recent data.

Fiscal Year	Amount	Difference (\$)	Difference (%)
FY 96/97	\$47,280		
FY 97/98	\$47,806	+ 526	+ 1%
FY 98/99	\$43,201	- 4,605	- 10%
FY 99/00	\$46,815	+ 3,614	+ 8%
FY 00/01	\$40,841	- 5,974	- 13%
FY 01/02	\$19,150	- 21,691	- 53%
FY 02/03	\$27,680	+ 8,530	+45%
FY 03/04	\$34,115	+ 6,435	+ 23%
FY 04/05	0	- 34,115	- 341,150%
FY 05/06	0	0	0
FY 06/07	\$15,000	+ 15,000	+150,000%
FY 07/08	\$20,000	+ 5,000	+ 33%
FY 08/09	\$20,000	0	0
FY 09/10	\$30,000	+ 10,000	+ 50%
FY 10/11	\$30,000	0	0
FY 11/12	\$40,000	+ 10,000	+ 33%
FY 12/13	\$43,670	+ 3,670	+ 9%
FY 13/14	\$45,832	+ 2,162	+ 5%
FY 14/15	\$39,226.22	- 6,605.68	- 14%
FY 15/16	39,231.07	+ 4.85	+ >1%
FY 16/17	39,760.37	+ 529.30	+ 1%
FY 17/18	36,688.72	- 3,071.65	- 8%
FY 18/19	\$32,042.00	- 4,646.72	- 13%
FY 19/20	\$44,899.14	+ 12,857.14	+ 40%

As noted in Clerk Alsup's memo, "\$15,000 was budgeted for both FY04/05 and 05/06. I have searched through all the council minutes and cannot find a reason why those years were not paid for. Attached are two letters discussing the FY04/05 fees. The letters are from former Council President Tony Villanueva and a response letter from the County Commissioners. Commissioner Smith made mention at the last City/County meeting that there was a period of 6 years that the city did not make payment to the County for dispatch fees. This memo is to clarify that since FY/96/97 there were two years that went by for unpaid dispatch fees. From FY06/07 to present, dispatch fees have been paid in full through invoices from the county."

Basic Facts for Laws Governing E911 & Court Cases

Establishment/Overview: Established in 1988 by state statute, Chapter 48 of Title 31 is a whole chapter is dedicated to the Emergency Communications Act. The legislature established the statutes in finding many of Idaho's communities were lacking in resources to fully fund emergency communication systems as a local level. The legislature noted that the emergency communications fee shall be exclusively utilized by the counties to finance the initiation, maintenance, operation, enhancement, and governance of consolidated emergency systems as well as enhanced consolidated emergency systems, or next generation consolidated emergency systems (I.C. 31-4801).

Definition: Defined by statute (I.C. 31-4802) "Interoperable public safety communications and data systems" means facilities, equipment, networks, services, software and infrastructure directly related to establishing, maintaining or enhancing systems to exchange voice, video or other public safety data, to include future technology advancements.

Funding: The statutes also talk of establishing and funding a consolidated emergency communications system (approved by voters), pursuant to statute 31-4803. The statute reads "The service area may be regional, multicounty, countywide, or any part or parts of the county, and may include or exclude a city or cities. If the board of county commissioners has adopted a resolution stating that the county is unable to establish a countywide consolidated emergency communications system, or if the voters reject a countywide consolidated 911 system, then a 911 service area may be established by action of any city or cities within the county."

Review of Fees: In Idaho Statute 31-4803(7)(a), it reads: The level of the emergency communications fee shall be reviewed and, as appropriate and necessary, readjusted by action of the board of commissioners or the governing board on an annual basis. The board of commissioners or governing board shall set the level of the fee based upon the revenue requirements necessary to implement an annual budget prepared under the direction of the board of commissioners or governing board for the initiation, maintenance, operation, enhancement and governance of a consolidated emergency communications system, including both basic and, if applicable, enhanced consolidated emergency systems.

Use of Fees: The emergency communications fee provided hereunder shall be used only to pay for the lease, purchase or maintenance of emergency communications equipment for basic and enhanced consolidated emergency systems, and next generation consolidated emergency systems (NG911), including necessary computer hardware, software, database provisioning, training, salaries directly related to such systems, costs of establishing such systems, management, maintenance and operation of hardware and software applications and agreed-to reimbursement costs of telecommunications providers related to the operation of such systems. Use of the emergency communications fee should, if possible, coincide with the strategic goals as identified by the Idaho public safety communications commission in its annual report to the legislature. However, the county or 911 service area governing board has final authority on lawful expenditures.

All other expenditures necessary to operate such systems and other normal and necessary safety or law enforcement functions including, but not limited to, those expenditures related to overhead, staffing, dispatching, administrative and other day-to-day operational expenditures, shall continue to be paid through the general funding of the respective governing boards

With the Use of Fees restrictions, it means you can't buy a desk with E911 funds, but if it's a specialized desk such as a dispatch console, then some cities have done a 50/50 split between E911 funds and regular funds. However, 911 phones, phones and radio, all systems, software for GIS and CAD would be specialized equipment, which E911 funds can pay for.

Joint Powers Board: The legislature created a statute (31-4805), which states there should be an establishment of joint powers board for operation of the emergency communications service and references 67-2326 through 67-2332 of statute. The statutes in Title 67, Chapter 23 listed discuss the joint action by public agencies and outlines how local agencies may enter into agreements and the requirements for local governments to enter into agreements.

Funds and Appropriations: Pursuant to Idaho Code 31-4809, the County Treasurer establish a fund for emergency communications. Moneys collected and the interest earned in this fund shall be appropriated by the county commissioners, or governing board for expenses incurred by the emergency communications system as set for in the annual budget prepared by the joint powers board, or in their absence, the county commissioners and incorporated into the annual county budget.

Regarding Disputes: Idaho Public Safety Communications Commission helps mediate disputes that arise between local government entities over the governance of operations of consolidated emergency communication systems and interoperable public safety communications and data system. As notated in this statute (31-4817), prior to initiating any legal action, local governments shall be required to submit contested issue(s) to the commission for mediation. The commission has 60 days to make recommendations, but these are advisory only and not binding on the parties involved.

***Basic Facts for Court Decision Administrative Order 04-13 / Case# 2004-001151
Re: Idaho Code 1-2218***

Several counties have argued dispatch fees using this administrative ruling as precedent for cities having to pay dispatch fees. Occurring in 2004 in the 5th Judicial District in Twin Falls, the cities within Twin Falls County were not paying the county for "court operations" run by the county. Long running dispute between the cities and county over the cities' obligation to bear a portion of the expense incurred by the county for Magistrate Court operations. County divided up the responsibility among the cities, which was challenged by the cities in court and lost.

Case noted that owners of property are required by law to pay taxes levied and assessed by the county upon real property located within an incorporated city. Case also noted that all property within the city is valued by the County Assessor, and taxes imposed by the city are collected and paid over to the city by the County Treasurer. Cities argued they were not legally compelled to contribute to an integrated Magistrate Court – which judges pointed out Idaho Code 1-2218 that specifically stated they do have to help with expenses.

The cities argued that it was a duplicate taxation to charge the cities for court services that are paid for by the county. The judges disagreed and noted that the taxpayers also pay for their own police, which could be provided by the county as a service.

It should be noted that this case references the specific statute added in 1969 specifically to the magistrate division (1-2218). There is no reference in the code, chapter, nor title to the city paying for

dispatch services. However, this case is referenced as has been referenced "example" of the city's "obligation" to pay for the county dispatch services in some jurisdictions.

Current Areas of Concern

Cost Formula / Non-Relevant Calls

With the current contract, the formula also is punitive and counterintuitive to proactive and productive policing. With the formula being based on the amount of activity, proactive officers will lead to more calls with investigating suspicious activity, traffic enforcement, etc. The result is for officers to not notify dispatch of activities in order to not generate work for dispatch that results in "call cards," or activities that can be counted against officers and the city.

The current contract would also have to properly reflect the calls for service that the City of Emmett responds to and is therefore billed. I.E. informational calls such as Road Closures within the city show up as a city call for service. Calls where the ambulance responds to care centers in the city for ground level falls or lift assists where officers are not needed, nor respond generate a call card for the City Police as well. Times where city officers respond to assist county deputies also generates an "agency assist" call, which is counted towards the total tally of city police calls.

Lack of Representation

There are concerns about the city not having representation in dispatch increasing wages and benefits that have an impact on what the city pays for dispatch fees. The City currently does not have any participation, input or feedback in the hiring or training of dispatchers. The City currently does not have any participation, input or feedback in the policies or procedures of dispatch as it interacts and relates to officers including officer safety. When the city has complaints about service, it seems that we often receive only verbal acknowledgement, or a "justification" but no further actions to address issues of concern from both the city and its community members.

In FY 19/20, the city paid for equipment related items including a microwave, refrigerator, large screen television, lamp, scanner, key board, ink, chairs, and chair mat in addition to dispatch phone lines and interpreting services. The city did not have a say in these purchases, but have to pay for part of these expenses.

Absence of E911 Governing Board

Many other communities have a joint Dispatch Committee or 911 Committee. Some have two separate committees with end users (operations committee) and an elected officials committee. This way all users have a say in the level of services, purchases, personnel, etc. that is fair and equal. Meetings are documented with minutes and held on a regular basis to ensure communication and build rapport with all end users affected by dispatch fees. The only evidence located of a governing board for Emmett and Gem County was a worksheet from a 2004 Dispatch Committee meeting.

Accountability of Funding

When a county receives the city's E911 funding, but without meetings between elected officials or regular recorded governing board meetings, there is no accountability to the city for the use and spending of the E911 funds from city. The same holds true with currently buying equipment. However, to be noted above, most agencies do not pay for any equipment within the dispatch center. As noted through numerous interviews all equipment within the dispatch center should be paid with 911 funding.

Double Taxation

Pursuant to Article VII, Section 5 of the Idaho Constitution – the article prevents entities from taxing the same property twice. It has been argued paying for dispatch is duplicate taxation as city residents are required to pay property taxes to the County, which in turn, a portion is used by the county to support dispatch. Compelling the city to pay additional sums derived from property tax collections effectively require city residents to pay twice for the same purpose. However, this has also been argued by county entities that this is not a tax, but a county fee. Pursuant to Idaho Code in 31-3302, counties are allowed to charge fees.

Avenues of Exploration

There is more than one possibility in addressing concerns with the services provided. For the sake of relationships, this is best reviewed, discussed, and negotiated with county officials (Clerk and Commissioners) by city officials (Clerk and Council/Mayor). Nothing in this document is intended to cause a hardship between the political entities, nor cause relational heartache between city and county law enforcement regarding services provided.

Continue contracting with Gem County for Dispatch Services with a revised contract to address level of services, level of input, accountability, and cost formula for future forecasting for the budget. An alternate formula for billing should also be proposed. A dispatch or E911 committee should be rejuvenated and implemented with an adequate level of communication between both city and county leaders as well as the end users (police, fire, dispatch, etc.).

The population formula used in Payette County may be a more stable approach for the city and county. While calls for service can vary and can fluctuate greatly from one year to the next, the population formula may be more stable in accounting for growth and proper funding.

Payette County's population formula

(City Population Divided by City + County Population) then multiplied by Proposed Dispatch Budget = Amount Owed by City as a Whole. This does not account for the tax contribution from the city. Using our numbers: $(6903 / 6903 + 17634) \times 393952 = \$110,306.56$. This is the amount, prior to applying tax contribution. However, once tax contribution is applied, the amount would be $\$110,306.56 - \$107,277.79$ for a total charge of $\$3,028.77$.

Consider placing a Request for Proposal Out to other surrounding agencies to see what they will offer for dispatch services. Agencies could include Nampa Police Dispatch as well as Boise County Dispatch, which both have expressed some interest in dispatching for Emmett. SIRCOMM might be another option. A formal request for proposals should be established if the city elects to bid for the dispatch service.

Create exploratory committee with other cities in the Western Treasure Valley to explore a cooperative consolidated dispatch – similar to SIRCOMM. This will come with some challenges as the city has already given its E911 PSAP (Public Safety Answering Point) program to Gem County, who now has the e911 funding. If the county did not want to release this funding it would take favorable legal action for the city to regain its E911 funding and E911 responsibilities. In the past the City of Meridian filed to get their 911 center back, but was not successful. Despite Meridian's defeat, other cities including Twin Falls have been successful in regaining control over the E911 and PSAP responsibilities and funding. Termination of the current agreement would have to be considered under Idaho Code 31-4808 and would require a vote.

City's Strategic Pillars

- Economically Vibrant and...
- Health-conscious city
- Legally compliant with all state and federal laws
- Performing its constitutional mission (protecting people and property)
- With adequate infrastructure for growth

Public Works Goals

- Implement Airport Pavement, and Master Capital Improvement Plan. – 25%
- Create Cemetery Master Plan. – 5%
- Create Road Improvement Plan to provide for Safe Route planning for pedestrians, bicycles and motor vehicles. – 60%
- Replace all water distribution lines less than 6" in diameter to meet mandatory minimum main line size requirement. – 50%
- Reduce I&I inside sewer collection lines to less than 50% of current rate per Sewer Capital Improvement Plan. – 50%
- Upgrade Waste Water Treatment Plant Influent Screen – 40%
- Hawthorne lift station upgrade – 30%

Expenditures requiring authorization / purpose of expenditure

- 12/06/2019 CODALE ELECTRIC SUPPLY, INC, Fiber & Duct - \$7,500.00
- 01/06/2020 BRENTWOOD INDUSTRIES, INC, WWTP - \$6,180.45
- 01/02/2020 MORROW ELECTRIC, 12th St Water Plant - \$12,075.00
-

Training last 30 days

- (Sec enclosure)

Accomplishments since last report

- Last hangar lease was approved. Leases and tiedowns have been billed out for 2020.
- Replaced trees downtown with BIDS Funds
- Prepared all snow equipment for winter

Plan for next 30 days

1. Airport Appraisal estimated completion of appraisal 30 days
2. Find tenant for city owned hanger - going down waiting list.
3. 2020 ITD Construction update
4. Start Philips Sewer Rehabilitation
5. Installing fiber to WWTP
6. Radio reader for our 75 meters -Radios were purchased 11/21/2019 \$4,824.00 from Core & Main
7. Applying for tap grant for 500K to subsidize S Johns Project
8. Finalizing LHTAC - 14393 S. Johns Ave. 4th to 12th St final plan design & budget for construction.
9. Continue with 12" water transmission mainlines along with new 8" water mainline replacement with new 1" water service down S Johns Avenue from 1st Street going south. **Waterlines and new water services were installed to 4th St. Full asphalt repair from 1st Street to 4th Street was completed.**
10. Sewer manhole - grout and/or replacement for those leaking water
11. Repair bad water valves and water valve boxes
12. Water valve exercising for all water distribution valves.
13. Preparing underground irrigation systems for summer season.
14. Reviewing and building safety equipment for W.W.T.P.

This report does NOT contain any data required by ordinance or statute...that is covered in a separate report

Public Works Training Report

Date	Location	Class or Workshop	Certificate	Employee(s)	Hrs	CEUs	Cost
1/14/2020	Boise, ID	<i>Designing Temporary Traffic Control Zones for Pedestrian Accessibility-ATSSA Work Zone</i> Safety Grant (FREE)	No	1	8	0	\$ -

Total Employees Trained 1
Total Training Hours 8
Total CEUs Earned 0
Total Costs \$ -

City's Strategic Pillars

- Economically Vibrant and...
- Health-conscious city
- Legally compliant with all state and federal laws
- Performing its constitutional mission (protecting people and property)
- With adequate infrastructure for growth

Systems Admin Goals (with percentage of completion to date)

- Complete fiber optic network to inner city facilities. WWTP in on deck. **10% Some conduit complete**
- Migrate all servers to cloud over the next 5 years. **35% SysAdmin, Library, Public Works converted to SharePoint cloud storage**
- Complete Geographic Information System mapping of all city infrastructure assets (ongoing). **25% New waste water tracking map and waste water connections on deck. Have to manually make separations for maps in the field.**
- Install fiber to additional nodes and cameras on east side complex of the City Park. **Next spring/summer**

Expenditures requiring authorization from higher and purpose of expenditure

- None

Training last 30 days

- ICRMP Online Training – All employees

No less than Top Ten Accomplishments since last report

1. ICRMP Cyber Security program rolled out
2. Cradlepoint rotation plan for upcoming new dispatch system
3. Start setting up RADIUS authentication accounts for WiFi System
4. Assist clerk's office with scanned meeting minutes archives
5. Cemetery GIS update
6. Council laptop setups/rotations
7. Library fiber completion and turn up
8. Program and install replacement Cradlepoint modem PD
9. Install new cabinet, switch, and cabling for WWTP lab
10. Fix Dynamic Image Control issue on ARTS program
11. Start of PD computer rotations
12. Safelink Agreement
13. Library patron line updates
14. Computer rotations for public works office
15. Demo for E-Ticket program and plan
16. Supply plan and order for conduit for Underdrain to WWTP
17. ICRMP training completed for all staff
18. Well 9 fiber splicing complete

Plan for next 30 days

19. Optic Time Domain Refractometer Training	20. Final installation/setup of GIS antenna with TURN
21. Verizon Master License Agreement	22. Create GIS trace map for WWTP
23. Council projector update	24. Document all switch ports on the network
25. Revamp system for tracking sewer inspections	26. Finish RADIUS wifi accounts roll out
27. Move Syslog server to new location- on hold	28. Server updates
29. Trimble firmware update	30. Fiber maintenance cost analysis