



## City of Ketchum

November 2, 2020

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to Enter into Contract #20549 For Policing Services with Blaine County Sheriff's Department**

#### Recommendation and Summary

Staff is recommending the council approve the annual contract with the Blaine County Sheriff's Department and adopt the following motion:

**I move to authorize the Mayor to sign Contract #20549 with the Blaine County Sheriff's Department.**

The reasons for the recommendation are as follows:

- Ketchum has historically contracted with the Sheriff's Department for city policing services
- The necessary funding was approved in the FY21 adopted budget

#### Introduction and History

The City contracts with the Blaine County Sheriff's Department for all policing services with the exception of Parking and Code Enforcement Services. Attached a strikethrough version of the FY20 contract/JPA proposed for FY21 by the Sheriff's Department.

#### Sustainability

No impact.

#### Financial Impact

The cost for services is \$1,427,800, the Fiscal Year 2021 approved budget has necessary funding for the proposed services.

Attachment:

Proposed Contract #20549

JOINT POWERS AGREEMENT BETWEEN  
BLAINE COUNTY AND THE CITY OF KETCHUM  
RELATING TO LAW ENFORCEMENT SERVICES

This Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, ~~2019~~2020, by and between Blaine County, a political subdivision of the State of Idaho, (herein referred to as the “County”) and the City of Ketchum, Idaho, (referred to herein as the “City” or “Ketchum”).

WITNESSETH

WHEREAS, the Blaine County Sheriff’s Office, (referred to herein as the “BCSO”), the County, and the City, each support unified law enforcement within Blaine County and, in particular, within the City to enhance the quality, depth and breadth of the law enforcement services; and

WHEREAS, the City desires to contract with the County for the performance of the hereinafter described law enforcement duties, and services;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is mutually agreed to between BCSO, the County, and Ketchum as follows:

1. Law Enforcement Services. The BCSO shall provide to Ketchum, the law enforcement services set forth below together with those services set forth in this Agreement (collectively referred to herein as “BCSO Law Enforcement Services”).

1.1. City Services. The BCSO shall provide the following services within the City which consist of law enforcement and other related services provided by personnel assigned primarily for the benefit of the geographic areas within the boundaries of the City:

- a. Reactive patrol to enforce state law and City-adopted municipal ordinances and traffic codes and to respond to residents’ and business complaints and calls for service;
- b. Proactive patrol to prevent and deter criminal activity;
- c. Traffic patrol to enforce applicable traffic codes;
- d. Investigation of crimes, infractions, and misdemeanors;
- e. Crime prevention, community policing, and involvement of BCSO law enforcement personnel in community events;
- f. Citation of violations of municipal ordinances pursuant to the police authority under Section 1.9(a) of this Agreement;
- g. Prosecution services for misdemeanor, infraction, and city ordinance violations originating within the City are expressly excluded from this agreement;

1.2. Support Services

The following support services shall be provided by the BCSO:

- a. Investigation services by deputies for felony crimes and misdemeanors. These deputies are supported by crime analysis, polygraph, identification, and evidence control.
- b. Critical Incident operational services.

1.3. Administrative Services

The BCSO shall provide administrative services including, without limitation, planning and statistics, subpoena control, training, accounting, payroll, personnel, media relations, fleet control, radio maintenance, purchasing, records, and inspections/internal investigations.

- a. The BCSO shall provide administrative services in line with law enforcement authority and, in general, will not provide investigative services for the city for civil matters; for example, personnel issues. These services may be performed at the request of the city in extraordinary circumstances at the discretion of the BCSO.

1.4. Method of Service

The BCSO shall keep the existing Ketchum City Police office open at its present location and shall staff same with a Ketchum Chief (with the rank ~~Captain~~ Lieutenant for BCSO), and ~~ten-nine~~ ~~(+0)(9)~~ additional full-time law enforcement deputies and one (1) full-time administrative person, consistent with BCSO Staffing Chart attached hereto as Exhibit A. BCSO law enforcement deputies will be assigned to work primarily within the City under this agreement shall be deputies of the Ketchum office. Notwithstanding the foregoing, BCSO law enforcement deputies shall be authorized to patrol, issue citations, and investigate criminal activities within the Ketchum City limits.

- a. All BCSO deputies assigned to work primarily within the City of Ketchum shall be issued a City citation book and shall issue Ketchum citations for all traffic and misdemeanor offenses occurring within the City. All revenue received from citations issued and other revenues received within Ketchum shall be the sole property of Ketchum. Other funds received or property forfeited as a result of crimes or infractions occurring within the City shall become the sole property of Ketchum, unless such funds or forfeited property resulted from an interagency task force, including but not limited to, the Narcotics Enforcement Team.
- b. Employees transferred from Ketchum shall be assigned to the City and shall be dedicated to work within the City limits, subject to responses to assist another jurisdiction or BCSO units ~~in case of emergency~~. It will be the intent of BCSO to utilize employees transferred from Ketchum to perform the duties as addressed in this agreement. Ketchum understands that individual employees may request reassignment to BCSO duties outside of the City. In such cases, it shall be at the discretion of BCSO to grant or deny such requests.
- c. The BCSO shall exercise its best efforts to ensure that the number of such positions assigned to the City remains constant. The City recognizes that the deputies assigned to the City may be unavailable at times due to staffing shortages, training, vacation, sick leave, or other leave. Notwithstanding a deputy's absence, calls for service in the City will be responded to by appropriate BCSO personnel.

d. Except as set forth in this Agreement, support and administrative services shall be provided to the City at the level, degree and type as customarily provided by the BCSO in Blaine County.

~~d.e.~~ All BCSO law enforcement personnel operating within Ketchum under this Agreement shall be adequately trained and supervised by BCSO.

~~e.~~ ~~Certain vehicles operating in Ketchum under this Agreement shall have graphics with Ketchum identification. These vehicles shall be operated by the BCSO employees assigned to work primarily within the City of Ketchum. All signage, stationary, phone answering messages, and similar items shall identify the City as well as the BCSO. Any change in the graphic scheme of vehicles used for Ketchum law enforcement shall be approved by the Mayor.~~

~~f.~~ ~~BCSO shall follow its officer response policy concerning the use of Ketchum assigned BCSO employees and Ketchum owned equipment outside of the City.~~

g.f. BCSO will continue to maintain a comprehensive community policing program for Ketchum. Such program will provide proactive involvement of BCSO deputies in the Ketchum community. Areas of involvement will include, but not necessarily be limited to, schools, businesses, bars and taverns, neighborhoods, community events, and community foot and bicycle patrols.

h.g. In the event that Ketchum receives grant(s) that allow the hiring of additional city police officer(s), BCSO agrees to incorporate such officer(s) into its Ketchum staff even if, under grant conditions, Ketchum must directly employ such officer(s).

i.h. Subject to an employee's right to work, in the event that this agreement is terminated, Ketchum shall have the right to hire BCSO employees who were assigned to the BCSO Ketchum division during the period of contracted service. If Ketchum elects to hire any such employees they shall do so without lapse of service to affected employees.

j.i. At a minimum, BCSO shall train all personnel assigned to the BCSO Ketchum Division to comply with State mandated training requirements.

k.j. Personnel assigned to the BCSO Ketchum Division shall have the same opportunities for promotions as provided to all other BCSO employees and shall be considered for such positions as provided through BCSO's application process. In the event the Sheriff makes an appointment to the position of BCSO Ketchum Chief, he shall include in his considerations any member of the BCSO Ketchum Division who is trained and qualified for the position.

#### 1.5. Special Provisions

a. BCSO shall be responsible for the repair and preventive maintenance of all equipment, software, and accessories that are used in conjunction with the mobile computing program. This agreement does not supersede any Joint Powers Agreement that addresses these items (i.e. BCCLERMS agreement).

b. The Blaine County Sheriff and BCSO Ketchum Chief shall consult with the Mayor, City Council, or City Administrator of Ketchum prior to any significant changes in law enforcement. Also, they will consult with the Mayor and City Council with regard to law

enforcement issues within the City, and with regard to long-range law enforcement planning for the City.

- c. The Mayor and City Administrator shall have direct access to the Blaine County Sheriff with regard to this Agreement and law enforcement generally within Ketchum.
- d. At the request of the City, BCSO will review and comment upon law enforcement impact and needs relative to subdivisions, annexations and other development proposals submitted to Ketchum.
- e. In the event of a major felony that occurs in Ketchum that requires financial resources beyond those provided in this agreement for routine crime processing and investigation, BCSO and Ketchum will develop a plan to provide the needed resources. Such plan may provide for the reprioritizing of existing financial resources as provided in this agreement, the provision of additional resources from Ketchum, or a combination of both. (This joint powers agreement does not absolve the City of financial impact of a major felony within the City of Ketchum.)

#### 1.6. Reporting

- a. Reporting District: A reporting district coterminous with the City boundaries shall be maintained by BCSO to enable accurate data collection on law enforcement services and criminal activity.
- b. Notification of Criminal Activity: The BCSO will notify the Mayor or City Administrator in the event of a significant criminal occurrence within the City.
- c. Monthly Reports: ~~The When requested~~ BCSO will report ~~monthly~~ on law enforcement activities, traffic incidents and criminal activity within the City. The BCSO Ketchum Chief will attend all regular meetings of the Ketchum City Council and any special council meeting called with regard to law enforcement issues at which his/her attendance is requested. The BCSO Ketchum Chief shall also attend all city management team meetings.

#### 1.7. Personnel and Equipment

The BCSO is acting hereunder as independent contractors for the City so that:

- a. Control of Personnel: Control of personnel, standards of performance, discipline and all other aspects of performance shall be governed entirely by the BCSO. Allegations of misconduct shall be investigated in accordance with BCSO protocol.
- b. Status of Employees: All persons rendering service hereunder shall be for County employees employed by the BCSO.
- c. Liabilities: All liabilities for salaries, wages, any other compensation, employee injury or sickness, and employee complaints arising from services by the BCSO hereunder shall be the responsibility of the BCSO.
- d. Accrued Liabilities: Ketchum agrees to reimburse County for any and all accrued liabilities County pays as a result of the termination of this agreement. Payment is due and payable upon 30 days after the termination date.

- e. Provision of Personnel: The BCSO shall furnish personnel, equipment, materials, supplies and such resources and material in accordance with this Agreement and as necessary to provide the level of law enforcement service herein described. Ownership of equipment purchased by the BCSO shall be retained by the BCSO.

1.8. Ketchum Owned Property, and Evidence

- a. Property: Ketchum currently owns certain vehicles, equipment and other property (“Ketchum Property”) which the BCSO will use in the performance of this Agreement. Any new equipment and other property paid for by Ketchum as a specific capital acquisition line item in the annual budget paid for by Ketchum shall be the property of Ketchum. Upon the expiration or termination of this Agreement, all property owned by Ketchum shall be returned to the possession of Ketchum. BCSO shall maintain a written Inventory List of all Ketchum property. Ketchum shall maintain insurance on Ketchum-owned property.
- b. Evidence: BCSO shall maintain a written inventory list of all evidence that is taken in on behalf of the City for the purposes of carrying out this Agreement, which Inventory List of Ketchum Evidence shall remain in the possession and control of the BCSO. The transfer of the chain of custody of evidence shall be under the direction of the BCSO in accordance with law. The BCSO shall control and dispose of all evidence acquired under the terms of this Agreement in accordance with law.

1.9. City Responsibilities

In support of the BCSO providing the services described in this Agreement, the City agrees to the following:

- a. Municipal Police Authority: The City hereby confers municipal police authority on the BCSO and its deputies to enforce City and State laws within City boundaries, for the purposes of carrying out this Agreement. This municipal police authority is in addition to the authority presently utilized by the BCSO and shall not interfere with or limit the BCSO’S current authority in any way.
- b. Special Supplies: Except as otherwise expressly provided for herein, the City will supply at its own cost and expense any special supplies, stationery, notices, forms, and the like where such must be issued in the name of the City.
- c. Ketchum Building and Grounds: Ketchum will pay the utilities and casualty insurance on the current Police office building, and maintain the structural components of the building in a good state of condition and repair.
- d. Equipment: As described in paragraph 2(f) of this agreement, the City and representatives from the BCSO shall meet during the City’s annual budgeting process to assess equipment needs for providing services under this Agreement as part of the annual renegotiation of this Agreement.

2. Compensation and Budgeting

The City shall pay BCSO and the County for the BCSO Law Enforcement Services under this Agreement as follows:

- a. Total Cost: Total cost to be paid by Ketchum to the BCSO and the County for the Law Enforcement Services under this Agreement shall be the sum of ~~\$1,483,049~~1,427,800.
- b. Development of Budget Costs: Budget costs shall include, but not be limited to, salary, benefits and special pays, if any, for personnel providing the service, along with any associated clothing allowance, supplies, services, telephone, motor pool, systems services, insurance, equipment and associated administrative costs.
- c. Trust Account: County shall establish and maintain a trust account for the purpose of maintaining and tracking funds paid by Ketchum to County that are unspent during the fiscal year. County shall maintain a minimum of \$100,000 in the trust account. Upon completion and receipt of the County's annual audit, County shall refund to Ketchum any amounts in the trust account in excess of \$100,000 within 30 days. Upon termination of this agreement County shall retain, at its discretion but not to exceed three (3) years, a minimum of \$100,000 in the trust account to pay for liabilities incurred but not yet reported arising out of the services rendered under this agreement.
- d. Billing: In consideration for duties, services, and functions provided by BCSO as set forth in this Agreement, the City shall pay to the Office of the County Clerk the sum of ~~\$1,483,049~~1,427,800 for the term of this Agreement, which shall be paid in twelve (12) equal monthly installments due no later than the tenth day of each month. Payments shall be due on the tenth day of each month, commencing on the first month following the effective date of this Agreement.
- e. Interest Charge: In the event the City fails to make a monthly payment within fifteen (15) days of the payment due date as provided in paragraph 2(c), the City shall be responsible for paying the delinquent amount and an additional payment equal to the Prime Rate plus two percentage points on the delinquent amount for the entire period of the delinquency.
- f. Application for Additional Services: The City may request services for special events from the BCSO Ketchum Chief that are in addition to the services set forth in Paragraph 1.1 of this Agreement and shall give the BCSO Ketchum Chief and the BCSO reasonable notice of such a request. When such a request is made, the BCSO Ketchum Chief and the BCSO will not unreasonably withhold their approval of such additional services. City agrees to pay for any mutually agreed additional overtime, salary, special pay, benefits, equipment, supply or any other costs relating to or resulting from the provision of services for the requested special event.
- g. Budgeting: The Blaine County Sheriff and the BCSO Ketchum Chief shall meet with the Mayor, City Council, and City Administrator of Ketchum during the City's annual budgeting process to consult on the law enforcement needs of the City for the upcoming fiscal year and renegotiation of this Agreement.
- h. Forfeiture Trust: If a need arises to expend funds from the police trust account, the BCSO Ketchum Chief and the Blaine County Sheriff will meet with the Mayor and City Council for approval.

3. Term



This Agreement is effective upon authorization and signature by all parties, and the BCSO Law Enforcement Services and charges shall commence on the October 1, ~~2019~~2020. The agreement period shall continue until September 30, ~~2020~~2021, and may, upon agreement of the parties, be renewed for additional one-year periods using the County's budgeting cycle of October 1st to September 30th of the following year. In the event the parties intend to renew, but a renewal agreement is not in place by October 1, ~~2020~~2021, all terms and conditions of this agreement shall continue in full force and effect until a renewal agreement is approved by the parties.

3.1. Termination Process

Each party may initiate a process to terminate this Agreement as follows:

- a. Notice of Termination: In the event either party hereto desires to terminate the Agreement prior to the expiration date, such party may do so by giving 120 days written notice to the other party.
- b. Transition Plan: Within 30 days of the receipt of such written termination notice, the parties shall complete a mutually agreed-upon transition plan providing for an orderly transition of responsibilities from the BCSO to the City. The transition shall be no more than 120 days from the date the termination notice is provided. The planning method should proceed along the lines of a project management approach to facilitate the joint planning process by the City and the BCSO. The overarching goal of the transition plan will be to ensure there is no disruption in service to the community. Each party shall bear its respective costs in developing the transition plan.

4. Indemnification

- a. City To Hold County Harmless: The County, its officers, agents, and employees, shall not be deemed to have assumed any liability for the acts of said City or any officers, agents or employees thereof, and the City hereby covenants and agrees to hold and save the County and all of its officers, agents, and employees harmless from all claims whatsoever that might arise against the County, its officers, agents, or employees, by reasons of any acts or failures to act on the part of the City, its officers, agents or employees.
- b. County to Hold City Harmless: The County hereby covenants to hold and save the City and all its officers, agents, and employees, harmless from all claims whatsoever that might arise against the City, its officers, agents, or employees by reason of any acts or failures to act on the part of the County, its officers, agents, or employees in the performance of the duties required by the terms of this Agreement. As expressed in Paragraph 1.7 of this Agreement, the BCSO Ketchum Chief and his staff are considered employees of the BCSO and County for purposes of this Agreement.
- c. Liability Related to City Ordinances, Policies, Rules and Regulations: In executing this agreement, the BCSO and the County do not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, the City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, the County, the BCSO, or any combination of these entities, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.



5. Audits and Inspections

The records and documents with respect to all matters covered by this Agreement shall be subject to inspection, review or audit by the County Clerk, BCSO or City during the term of this agreement and three (3) years after termination unless such records are exempt from disclosure under the Idaho Public Records Laws, or other applicable law.

6. Agreement Administration

- a. Agreement Administrators: The Mayor or his/her designee and the BCSO Ketchum Chief shall serve as agreement administrators to review agreement performance and resolve operational problems or issues hereunder or with regard to law enforcement within the City.
- b. Referral of Unresolved Problems: The Mayor shall refer any police service operational problem, which cannot be resolved with the BCSO Ketchum Chief to the Blaine County Sheriff. The Sheriff and Mayor or City Administrator shall meet as necessary to resolve such issues.

7. General Provisions

- a. Police Powers: Nothing contained herein is intended to limit the police powers or other powers of the County, the BCSO or Ketchum. This Agreement shall not be construed to modify or waive any law, ordinance, rule, or regulations of Ketchum or the County, or any subsequent amendment thereof.
- b. Amendment: This Agreement may be revised, amended, or canceled in whole or in part, only by means of a written instrument executed by the parties hereto.
- c. Assignment: Neither this Agreement nor any portion thereof may be assigned by any party hereto without the prior written consent of the other parties.
- d. Default: In the event either party hereto, its successors and assigns, fail to faithfully comply with all the terms and conditions included in this Agreement it shall be in breach of this Agreement. In addition to all other remedies at law or in equity, this Agreement shall be enforceable by specific performance by either party hereto. All remedies shall be cumulative.
- e. Notices: Any and all notices, demands, requests, and other communications required to be given hereunder by either of the parties hereto shall be in writing and be deemed properly served or delivered, if delivered by hand to the party to whose attention it is directed, or when sent, three (3) days after deposit in the U.S. mail, postage prepaid, or upon the sending of a facsimile, followed by a copy sent by U.S. mail as provided herein, addressed as follows:

To City:

City of Ketchum, Idaho  
c/o City Clerk  
P.O. Box 2315  
Ketchum, ID 83340

To BCSO:

Blaine County Sheriff

1650 Aviation Dr.  
Hailey, Idaho 83333

To County:

Blaine County Board of Commissioners  
206 First Avenue South, Suite 300  
Hailey, ID 83333

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

- f. Entire Agreement/Waiver of Default: The parties agree that this agreement is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the agreement shall not be deemed to be waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement.
- g. Partial Invalidity: In the event any portion of this Agreement shall be determined by any court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions of this Agreement, or parts hereof, shall remain in full force and effect.
- h. Entire Agreement: This Agreement constitutes the full and complete agreement and understanding between the parties hereto. No representations or Covenants made by either party shall be binding unless contained in this Agreement or subsequent written amendments hereto.
- i. Exhibits: Each of the Exhibits attached to this Agreement is hereby incorporated herein by reference:
  - Exhibit A: BCSO Staffing Chart
  - Exhibit B: BCSO Ketchum Budget
- j. Captions: The captions of this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part hereof.
- k. No Presumptions: No presumption shall exist in favor or against any party to this Agreement as a result of the drafting and/or preparation of this Agreement.
- l. Recitals Incorporated: The recitals set forth in this Agreement are hereby incorporated herein by reference.
- m. No Third-Party Beneficiaries. This Agreement is not intended, nor shall it be deemed or construed, to create or confer any rights upon third parties.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the date and year first written above.

City of Ketchum, Idaho

By: \_\_\_\_\_  
Neil Bradshaw, Mayor

Attest: \_\_\_\_\_  
Katrin Sharp ~~Robin Crotty~~, Ketchum Deputy City Clerk

Blaine County Sheriff's Office

By: \_\_\_\_\_  
Steve M. Harkins, Sheriff

Board of Blaine County Commissioners

By: \_\_\_\_\_  
Jacob Greenberg, Chairman

By: \_\_\_\_\_  
Angenie McCleary, Vice Chairman

By: \_\_\_\_\_  
Dick Fosbury, Commissioner

Attest: \_\_\_\_\_  
JoLynn Drage, Blaine County Clerk

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#### 1.6. Reporting

- a. Reporting District: A reporting district coterminous with the City boundaries shall be maintained by BCSO to enable accurate data collection on law enforcement services and criminal activity.
- b. Notification of Criminal Activity: The BCSO will notify the Mayor or City Administrator in the event of a significant criminal occurrence within the City.
- c. Monthly Reports: When requested BCSO will report on law enforcement activities, traffic incidents and criminal activity within the City. The BCSO Ketchum Chief will attend all regular meetings of the Ketchum City Council and any special council meeting called with regard to law enforcement issues at which his/her attendance is requested. The BCSO Ketchum Chief shall also attend all city management team meetings.

#### 1.7. Personnel and Equipment

The BCSO is acting hereunder as independent contractors for the City so that:

- a. Control of Personnel: Control of personnel, standards of performance, discipline and all other aspects of performance shall be governed entirely by the BCSO. Allegations of misconduct shall be investigated in accordance with BCSO protocol.
- b. Status of Employees: All persons rendering service hereunder shall be for County employees employed by the BCSO.
- c. Liabilities: All liabilities for salaries, wages, any other compensation, employee injury or sickness, and employee complaints arising from services by the BCSO hereunder shall be the responsibility of the BCSO.
- d. Accrued Liabilities: Ketchum agrees to reimburse County for any and all accrued liabilities County pays as a result of the termination of this agreement. Payment is due and payable upon 30 days after the termination date.
- e. Provision of Personnel: The BCSO shall furnish personnel, equipment, materials, supplies and such resources and material in accordance with this Agreement and as necessary to provide the level of law enforcement service herein described. Ownership of equipment purchased by the BCSO shall be retained by the BCSO.

#### 1.8. Ketchum Owned Property, and Evidence

- a. Property: Ketchum currently owns certain vehicles, equipment and other property (“Ketchum Property”) which the BCSO will use in the performance of this Agreement. Any new equipment and other property paid for by Ketchum as a specific capital acquisition line



item in the annual budget paid for by Ketchum shall be the property of Ketchum. Upon the expiration or termination of this Agreement, all property owned by Ketchum shall be returned to the possession of Ketchum. BCSO shall maintain a written Inventory List of all Ketchum property. Ketchum shall maintain insurance on Ketchum-owned property.

- b. Evidence: BCSO shall maintain a written inventory list of all evidence that is taken in on behalf of the City for the purposes of carrying out this Agreement, which Inventory List of Ketchum Evidence shall remain in the possession and control of the BCSO. The transfer of the chain of custody of evidence shall be under the direction of the BCSO in accordance with law. The BCSO shall control and dispose of all evidence acquired under the terms of this Agreement in accordance with law.

1.9. City Responsibilities

In support of the BCSO providing the services described in this Agreement, the City agrees to the following:

- a. Municipal Police Authority: The City hereby confers municipal police authority on the BCSO and its deputies to enforce City and State laws within City boundaries, for the purposes of carrying out this Agreement. This municipal police authority is in addition to the authority presently utilized by the BCSO and shall not interfere with or limit the BCSO'S current authority in any way.
- b. Special Supplies: Except as otherwise expressly provided for herein, the City will supply at its own cost and expense any special supplies, stationery, notices, forms, and the like where such must be issued in the name of the City.
- c. Ketchum Building and Grounds: Ketchum will pay the utilities and casualty insurance on the current Police office building, and maintain the structural components of the building in a good state of condition and repair.
- d. Equipment: As described in paragraph 2(f) of this agreement, the City and representatives from the BCSO shall meet during the City's annual budgeting process to assess equipment needs for providing services under this Agreement as part of the annual renegotiation of this Agreement.

2. Compensation and Budgeting

The City shall pay BCSO and the County for the BCSO Law Enforcement Services under this Agreement as follows:

- a. Total Cost: Total cost to be paid by Ketchum to the BCSO and the County for the Law Enforcement Services under this Agreement shall be the sum of \$1,427,800.
- b. Development of Budget Costs: Budget costs shall include, but not be limited to, salary, benefits and special pays, if any, for personnel providing the service, along with any associated clothing allowance, supplies, services, telephone, motor pool, systems services, insurance, equipment and associated administrative costs.
- c. Trust Account: County shall establish and maintain a trust account for the purpose of maintaining and tracking funds paid by Ketchum to County that are unspent during the fiscal year. County shall maintain a minimum of \$100,000 in the trust account. Upon completion

and receipt of the County's annual audit, County shall refund to Ketchum any amounts in the trust account in excess of \$100,000 within 30 days. Upon termination of this agreement County shall retain, at its discretion but not to exceed three (3) years, a minimum of \$100,000 in the trust account to pay for liabilities incurred but not yet reported arising out of the services rendered under this agreement.

- d. Billing: In consideration for duties, services, and functions provided by BCSO as set forth in this Agreement, the City shall pay to the Office of the County Clerk the sum of \$1,427,800. for the term of this Agreement, which shall be paid in twelve (12) equal monthly installments due no later than the tenth day of each month. Payments shall be due on the tenth day of each month, commencing on the first month following the effective date of this Agreement.
- e. Interest Charge: In the event the City fails to make a monthly payment within fifteen (15) days of the payment due date as provided in paragraph 2(c), the City shall be responsible for paying the delinquent amount and an additional payment equal to the Prime Rate plus two percentage points on the delinquent amount for the entire period of the delinquency.
- f. Application for Additional Services: The City may request services for special events from the BCSO Ketchum Chief that are in addition to the services set forth in Paragraph 1.1 of this Agreement and shall give the BCSO Ketchum Chief and the BCSO reasonable notice of such a request. When such a request is made, the BCSO Ketchum Chief and the BCSO will not unreasonably withhold their approval of such additional services. City agrees to pay for any mutually agreed additional overtime, salary, special pay, benefits, equipment, supply or any other costs relating to or resulting from the provision of services for the requested special event.
- g. Budgeting: The Blaine County Sheriff and the BCSO Ketchum Chief shall meet with the Mayor, City Council, and City Administrator of Ketchum during the City's annual budgeting process to consult on the law enforcement needs of the City for the upcoming fiscal year and renegotiation of this Agreement.
- h. Forfeiture Trust: If a need arises to expend funds from the police trust account, the BCSO Ketchum Chief and the Blaine County Sheriff will meet with the Mayor and City Council for approval.

### 3. Term

This Agreement is effective upon authorization and signature by all parties, and the BCSO Law Enforcement Services and charges shall commence on the October 1, 2020. The agreement period shall continue until September 30, 2021, and may, upon agreement of the parties, be renewed for additional one-year periods using the County's budgeting cycle of October 1st to September 30th of the following year. In the event the parties intend to renew, but a renewal agreement is not in place by October 1, 2021, all terms and conditions of this agreement shall continue in full force and effect until a renewal agreement is approved by the parties.

#### 3.1. Termination Process

Each party may initiate a process to terminate this Agreement as follows:

- a. Notice of Termination: In the event either party hereto desires to terminate the Agreement prior to the expiration date, such party may do so by giving 120 days written notice to the other party.

- b. Transition Plan: Within 30 days of the receipt of such written termination notice, the parties shall complete a mutually agreed-upon transition plan providing for an orderly transition of responsibilities from the BCSO to the City. The transition shall be no more than 120 days from the date the termination notice is provided. The planning method should proceed along the lines of a project management approach to facilitate the joint planning process by the City and the BCSO. The overarching goal of the transition plan will be to ensure there is no disruption in service to the community. Each party shall bear its respective costs in developing the transition plan.

4. Indemnification

- a. City To Hold County Harmless: The County, its officers, agents, and employees, shall not be deemed to have assumed any liability for the acts of said City or any officers, agents or employees thereof, and the City hereby covenants and agrees to hold and save the County and all of its officers, agents, and employees harmless from all claims whatsoever that might arise against the County, its officers, agents, or employees, by reasons of any acts or failures to act on the part of the City, its officers, agents or employees.
- b. County to Hold City Harmless: The County hereby covenants to hold and save the City and all its officers, agents, and employees, harmless from all claims whatsoever that might arise against the City, its officers, agents, or employees by reason of any acts or failures to act on the part of the County, its officers, agents, or employees in the performance of the duties required by the terms of this Agreement. As expressed in Paragraph 1.7 of this Agreement, the BCSO Ketchum Chief and his staff are considered employees of the BCSO and County for purposes of this Agreement.
- c. Liability Related to City Ordinances, Policies, Rules and Regulations: In executing this agreement, the BCSO and the County do not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, the City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, the County, the BCSO, or any combination of these entities, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

5. Audits and Inspections

The records and documents with respect to all matters covered by this Agreement shall be subject to inspection, review or audit by the County Clerk, BCSO or City during the term of this agreement and three (3) years after termination unless such records are exempt from disclosure under the Idaho Public Records Laws, or other applicable law.

6. Agreement Administration

- a. Agreement Administrators: The Mayor or his/her designee and the BCSO Ketchum Chief shall serve as agreement administrators to review agreement performance and resolve operational problems or issues hereunder or with regard to law enforcement within the City.
- b. Referral of Unresolved Problems: The Mayor shall refer any police service operational problem, which cannot be resolved with the BCSO Ketchum Chief to the Blaine County

Sheriff. The Sheriff and Mayor or City Administrator shall meet as necessary to resolve such issues.

7. General Provisions

- a. Police Powers: Nothing contained herein is intended to limit the police powers or other powers of the County, the BCSO or Ketchum. This Agreement shall not be construed to modify or waive any law, ordinance, rule, or regulations of Ketchum or the County, or any subsequent amendment thereof.
- b. Amendment: This Agreement may be revised, amended, or canceled in whole or in part, only by means of a written instrument executed by the parties hereto.
- c. Assignment: Neither this Agreement nor any portion thereof may be assigned by any party hereto without the prior written consent of the other parties.
- d. Default: In the event either party hereto, its successors and assigns, fail to faithfully comply with all the terms and conditions included in this Agreement it shall be in breach of this Agreement. In addition to all other remedies at law or in equity, this Agreement shall be enforceable by specific performance by either party hereto. All remedies shall be cumulative.
- e. Notices: Any and all notices, demands, requests, and other communications required to be given hereunder by either of the parties hereto shall be in writing and be deemed properly served or delivered, if delivered by hand to the party to whose attention it is directed, or when sent, three (3) days after deposit in the U.S. mail, postage prepaid, or upon the sending of a facsimile, followed by a copy sent by U.S. mail as provided herein, addressed as follows:

To City:

City of Ketchum, Idaho  
c/o City Clerk  
P.O. Box 2315  
Ketchum, ID 83340

To BCSO:

Blaine County Sheriff  
1650 Aviation Dr.  
Hailey, Idaho 83333

To County:

Blaine County Board of Commissioners  
206 First Avenue South, Suite 300  
Hailey, ID 83333

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

- f. Entire Agreement/Waiver of Default: The parties agree that this agreement is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the agreement

shall not be deemed to be waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement.

- g. Partial Invalidity: In the event any portion of this Agreement shall be determined by any court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions of this Agreement, or parts hereof, shall remain in full force and effect.
- h. Entire Agreement: This Agreement constitutes the full and complete agreement and understanding between the parties hereto. No representations or Covenants made by either party shall be binding unless contained in this Agreement or subsequent written amendments hereto.
- i. Exhibits: Each of the Exhibits attached to this Agreement is hereby incorporated herein by reference:
  - Exhibit A: BCSO Staffing Chart
  - Exhibit B: BCSO Ketchum Budget
- j. Captions: The captions of this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part hereof.
- k. No Presumptions: No presumption shall exist in favor or against any party to this Agreement as a result of the drafting and/or preparation of this Agreement.
- l. Recitals Incorporated: The recitals set forth in this Agreement are hereby incorporated herein by reference.
- m. No Third-Party Beneficiaries. This Agreement is not intended, nor shall it be deemed or construed, to create or confer any rights upon third parties.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the date and year first written above.

City of Ketchum, Idaho

By: \_\_\_\_\_  
Neil Bradshaw, Mayor

Attest: \_\_\_\_\_  
Katrin Sharp, Ketchum Deputy City Clerk

Blaine County Sheriff's Office

By: \_\_\_\_\_  
Steve M. Harkins, Sheriff

Board of Blaine County Commissioners

By: \_\_\_\_\_  
Jacob Greenberg, Chairman

By: \_\_\_\_\_  
Angenie McCleary, Vice Chairman

By: \_\_\_\_\_  
Dick Fosbury, Commissioner

Attest: \_\_\_\_\_  
JoLynn Drage, Blaine County Clerk