



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

Policy Analysis and Background:

Sustainability Impact:

Financial Impact:

<input type="text" value="None OR Adequate funds exist in account:"/>	<input type="text" value="The cost for services is \$178,127.48 for the year and funding will be allocated from the Local Option Tax Account within the approved FY2025 budget."/>
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Attachments:

- | |
|---|
| <input type="text" value="1. Contract #25043"/> |
| <input type="text" value="2. Purchase Order #25043"/> |

BLAINE COUNTY EMERGENCY COMMUNICATION CENTER FY 2025 CONTRACT FOR SERVICES

This Contract for Services (“Agreement”) is made this _____ day of _____, 2024, by and between **BLAINE COUNTY**, a political subdivision of the State of Idaho (“Blaine County”), **CITY OF BELLEVUE**, a chartered city (“Bellevue”), **CITY OF HAILEY**, a municipal corporation (“Hailey”), **CITY OF KETCHUM**, a municipal corporation (“Ketchum”), **CITY OF SUN VALLEY**, a municipal corporation (“Sun Valley”), **CAREY RURAL FIRE PROTECTION DISTRICT (“Carey Rural”)** **NORTH BLAINE COUNTY FIRE PROTECTION DISTRICT**, an Idaho rural fire protection district (“North Blaine County Rural”) **BC SOUTH FIRE PROTECTION DISTRICT**, an Idaho rural fire protection district (“BC South Fire”), and **SMILEY CREEK RURAL FIRE PROTECTION DISTRICT**, an Idaho rural fire protection district (“Smiley Creek Rural”), (collectively referred to as “Parties” and individually referred to as “Party”). Bellevue, Hailey, Ketchum, Sun Valley, Carey Rural, North Blaine County Rural, BC South Fire, and Smiley Creek Rural are collectively referred to as “Users.”

RECITALS

- A. The Parties are political subdivisions of the State of Idaho.
- B. Pursuant to Idaho Code §§ 67-2332, 50-301, 31-828 and 31-1417, the Parties have the authority to enter into this Agreement.
- C. In 2002, the Blaine County Board of County Commissioners adopted Ordinance No. 2002-03 authorizing an election to determine whether Blaine County could collect a monthly \$1.00/line fee under the Emergency Communications Act, *Idaho Code §§ 31-4801 et seq.* As authorized by the Emergency Communications Act, Blaine County voters approved the \$1.00/line fee in 2002 to fund a consolidated emergency communications system.
- D. As provided in Ordinance No. 2002-03 and as provided by law, the Blaine County Board of County Commissioners is the governing board of the consolidated emergency communications system, known as the Blaine County Emergency Communications Center (“BCECC”).
- E. The BCECC and the services it provides are funded by the \$1.25/line fee (“911 fees”), grants, and the Parties. By law, 911 fees and grants can only be used to fund equipment and other statutorily specified purposes, and the remaining portion of the BCECC budget is paid for by the Parties.
- F. The Parties have negotiated an agreement which will maintain the participation of all the Parties in the BCECC.
- G. Subject to the terms and conditions of this Agreement, the Parties wish to enter into this Agreement.

AGREEMENT

NOW, THEREFORE, based on good and valuable consideration, the receipt of which is hereby acknowledged, and upon the foregoing recitals which are incorporated in this Agreement below as though set forth in full, the parties agree, as follows:

1. Services. Blaine County shall provide BCECC services to the Users, consisting of 24-hour-per-day staffing by certified communications personnel for the purpose of answering calls requesting fire, law enforcement, and medical services, emergency and routine radio communications with law enforcement and fire agencies, communications between Users and other dispatch related resources and support relating to the functions of the User. The Parties acknowledge and agree that, in managing the BCECC, to the extent possible, Blaine County intends to maintain a staffing level of at least two (2) dispatchers working at all times during the term of this Agreement.

2. Personnel. Personnel providing BCECC services shall be Blaine County employees, and Blaine County shall be responsible for hiring, training, and disciplining its employees. The Parties agree that the management and discipline of personnel providing BCECC services is Blaine County's responsibility, and that any User shall not have any responsibility in this regard.

3. Staffing and Equipment. For the purpose of providing the services set forth in this Agreement, Blaine County shall furnish and supply labor, supervision, equipment, and supplies necessary to maintain the agreed-upon level of BCECC service. The parties agree that from time to time, labor shortages may arise, in which case Blaine County will use its best efforts to maintain the necessary staff and equipment to meet its obligations under this Agreement.

4. Consideration. Each User agrees to its percentage of use for the BCECC services outlined in this Agreement in attached **Exhibit "A"**.

Each User shall pay its fee based on the agreed-upon allocation percentage for fiscal year 2025 as outlined in **Exhibit "A"** of this Agreement.

Each User's payment may be paid on the first day of the fiscal year, or in quarterly payments, with each quarterly payment due on or before the 25th day of October, January, April, and July of the fiscal year.

The increase in the price paid by each User shall not exceed the increase in the portion of that BCECC budget that is not funded by Blaine County, grants, and 911 fees.

5. Term. The term of this Agreement shall be one (1) year, commencing October 1, 2024, and expiring September 30, 2025 ("Original Term"). As this is only a one-year Agreement, the Parties agree that upon commencement of this Agreement, good-faith discussions shall be initiated to develop long-term BCEC funding solutions.

6. Capital Costs. For purposes of this Agreement, Blaine County shall be solely responsible for all capital expenses required for BCECC services. In order to maintain or enhance BCECC services, any User may elect voluntarily to contribute to capital expenses sought by Blaine County.

7. Unexpended Funds. In the event there are unexpended funds in the portion of the BCECC budget that is not funded with grants and 911 fees and paid or to be paid by Blaine County and the Users at the conclusion of any fiscal year while this Agreement is in effect, Blaine County shall deposit all such unexpended funds into a dedicated BCECC operational and capital fund account, the proceeds of which may only be used by the County to offset the cost of future operational or capital costs required by Sections 1 or 6 of this Agreement.

8. Technical Advisory Committee (TAC). The Parties agree to participate in the existing Technical Advisory Committee (“TAC”). Participation in the TAC shall include but not be limited to designating a representative to attend TAC meetings who possesses technical knowledge of the BCECC, attending TAC meetings, review, discussing, and deliberating on issues and recommendations concerning the BCECC, and regular reporting to each Parties’ respective governing board. TAC shall provide technical advice to Blaine County for operations of and capital purchases needed for the BCECC. The TAC shall recommend short and long-term plans for the acquisition of capital equipment needed to operate the BCECC in an efficient, safe, and reliable fashion. Minutes shall be taken of each TAC meeting and shall be distributed to each designated representative in a timely manner.

9. Miscellaneous Provisions.

a) Final Agreement. This Agreement represents the final agreement between the parties and merges and supersedes all prior negotiations, whether written or oral, with respect thereto.

b) Modification. This Agreement cannot be modified, changed, discharged, or terminated, except by writing signed by the Parties.

c) Time is of the Essence. Time and timely performance is of the essence of this Agreement.

d) Applicable Law. This Agreement shall be construed and enforced under the laws of the State of Idaho.

e) Presumption. This Agreement or any section thereof shall not be construed against any party due to the fact that said Agreement or any section thereof was drafted by either party.

f) Further Action. The parties hereto shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.

g) Authority. Each signatory has full authority and consent to sign this Agreement.

h) Severability. The invalidity or illegality of any provision shall not affect the remainder of this Agreement.

i) Counterparts. This Agreement may be executed in several counterparts and all so executed shall constitute one Agreement, binding on all the parties hereto even though all the parties are not signatories to the original or the same counterpart.

IN WITNESS WHEREOF, the parties, having been duly authorized, have hereunto caused this Contract for Services to be executed, on the day and year first above written, the same being done after public hearing, notice and statutory requirements having been fulfilled.

BLAINE COUNTY:

BLAINE COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Muffy Davis, its Chair

By: _____
Angenie McCleary, its Vice Chair

ATTEST:

By: _____
Stephen McDougall Graham, Clerk

By: _____
Lindsay Mollineaux, Commissioner

BELLEVUE:

CITY OF BELLEVUE, a chartered city under the laws of the State of Idaho

ATTEST:

By: _____
Marcy Hunt, City Clerk

By: _____
Chris Johnson, Mayor

HAILEY:

CITY OF HAILEY, an Idaho municipal
corporation

ATTEST:

By: _____
Mary Cone, City Clerk

By: _____
Martha Burke, Mayor

KETCHUM:

CITY OF KETCHUM, an Idaho municipal
corporation

ATTEST:

By: _____
Trent Donat, City Clerk

By: _____
Neil Bradshaw, Mayor

SUN VALLEY:

CITY OF SUN VALLEY, an Idaho
municipal corporation

ATTEST:

By: _____
Nancy Flannigan, City Clerk

By: _____
Peter Hendricks, Mayor

CAREY RURAL:

CAREY RURAL FIRE PROTECTION DISTRICT, an Idaho rural fire protection district

By: _____
_____, its Chairman

By: _____
_____, Commissioner

ATTEST:

By: _____
_____, Clerk

By: _____
_____, Commissioner

NORTH BLAINE COUNTY:

NORTH BLAINE COUNTY RURAL FIRE
PROTECTION DISTRICT, an Idaho rural
fire protection district

By: _____
Jed Gray, its Chairman

By: _____
_____, Commissioner

ATTEST:

By: _____
_____, Clerk

By: _____
_____, Commissioner

BC SOUTH FIRE:

BC SOUTH FIRE PROTECTION
DISTRICT, an Idaho rural fire protection
district

By: _____
Jay Bailet, its Chairman

By: _____
_____, Commissioner

ATTEST:

By: _____
_____, Clerk

By: _____
_____, Commissioner

SMILEY CREEK FIRE RURAL:

SMILEY CREEK FIRE RURAL
PROTECTION DISTRICT, an Idaho rural
fire protection district

By: _____
_____, its Chairman

By: _____
_____, Commissioner

ATTEST:

By: _____
_____, Clerk

By: _____
_____, Commissioner

EXHIBIT A
ANNUAL PERCENTAGE OF USE BY AGENCY

Contribution Increase of 3.93%

FY 2025 Amount Due	\$1,452,607.19
Blaine County	\$ 706,673.12
City of Ketchum	\$ 178,127.48
City of Sun Valley	\$ 123,301.19
City of Hailey	\$ 158,748.19
BC South Fire	\$ 31,166.09
City of Bellevue	\$ 29,146.46
North Blaine County	\$ 9,964.10
Carey Rural	\$ 3,786.47
Smiley Creek	\$ 472.63
2025 User Contribution	\$ 1,241,385.75
BC Funded Shortfall	\$ 211,221.45
Total	\$ 1,452,607.19
Blaine County Actual	\$ 917,894.57



CITY OF KETCHUM
 PO BOX 2315 * 191 5TH ST. * KETCHUM, ID 83340
 Administration 208-726-3841 (fax) 208-726-8234

PURCHASE ORDER
 BUDGETED ITEM? ___ Yes ___ No

PURCHASE ORDER - NUMBER: 25043

To: 1373 BLAINE COUNTY EMERGENCY COMM. 206 1ST AVE. S., STE 200 HAILEY ID 83333	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
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P. O. Date	Created By	Requested By	Department	Req Number	Terms
11/15/2024	BDAVIS	BDAVIS		0	

Quantity	Description	Unit Price	Total
1.00	Dispatch Services 22-4910-6090	178,127.48	178,127.48
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		178,127.48

 Authorized Signature