

CITY COUNCIL AGENDA REQUEST FORM

Today's date: 012 / 13 / 19

Date of meeting 12 / 25 / 19

(City Council meetings are held the 1st and 3rd Wednesday of each month.)

Name of Citizen, Organization, Elected Official, or Department Head making request:

Chief Corey Coon

Address: 1123 Lake Street, Sandpoint Idaho

Phone number and email address: 83864

Authorized by: Corey Coon

name of City official



City official's signature

(Department Heads, City Council members, and the Mayor are City officials.)

Subject: Law Enforcement Services Contract with City of Kootenai

Summary of what is being requested: Request City Council approve the contract between the City of Sandpoint and the City of Kootenai

The following information MUST be completed before submitting your request to the City Clerk:

1. Would there be any financial impact to the city? **Yes or No**

If yes, in what way? See Staff report and contract

2. Name(s) of any individual(s) or group(s) that will be directly affected by this action:

Have they been contacted? **Yes or No**

3. Is there a need for a general public information or public involvement plan? **Yes or No**

If yes, please specify and suggest a method to accomplish the plan:

4. Is an enforcement plan needed? **Yes or No** Additional funds needed? **Yes or No**

5. Have all the affected departments been informed about this agenda item? **Yes or No**

This form must be submitted no later than 6 working days prior to the scheduled meeting. All pertinent paperwork to be distributed to City Council must be attached.

ITEMS WILL NOT BE AGENDIZED WITHOUT THIS FORM



City of Sandpoint, Idaho
POLICE DEPARTMENT

1123 Lake Street, Sandpoint, Idaho 83864
(208) 265-1482 Fax: (208) 263-3587

**CITY OF SANDPOINT
AGENDA REPORT**

DATE: December 13, 2019

TO: MAYOR AND CITY COUNCIL

FROM: Chief Corey Coon

SUBJECT: Law Enforcement Services Contract with City of Kootenai

DESCRIPTION/BACKGROUND:

Agreement is to provide efficient and effective law enforcement services within the jurisdiction of the City of Kootenai:

- Respond to citizen driven dispatched calls
- Regular SRO (School Resource Officer) presence before, during, and after school hours at Kootenai Elementary;
- Proactive police patrols focused on traffic concerns
- Attendances at Kootenai City Council meetings
- Semi-monthly activity reports to Kootenai Mayor and City Council.

STAFF RECOMMENDATION:

WILL THERE BE ANY FINANCIAL IMPACT? YES

Cost of contract and Payments:

- The City of Kootenai shall pay the City of Sandpoint \$40.00 per call plus a 15% administration fee. The parties define calls for service as citizen driven complaints. City of Kootenai shall pay City of Sandpoint an amount not to exceed \$14,398.
- City of Kootenai shall not pay the City of Sandpoint proactive patrols and resulting services (i.e.; traffic stops, etc.).
- City of Kootenai shall not pay the City of Sandpoint for attendance at City Council meetings.

- City of Kootenai shall not pay City of Sandpoint for provision of semi-monthly activity reports.
- City of Kootenai shall pay City of Sandpoint for services as described in Section 3a-e, in an amount not to exceed \$14,398 annually. There will be no additional costs for proactive patrols and resulting services (traffic stops, etc.), attendance at City Council Meetings, or for activity reports, and any associated revenue will go to the City of Sandpoint to offset costs, court-time, etc.

HAS THIS ITEM BEEN BUDGETED? Yes

ATTACHMENTS:

- Contract

No: 19-
Date: December 18, 2019

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: JOINT POWERS AGREEMENT FOR LAW ENFORCEMENT SERVICES BETWEEN THE CITY OF SANDPOINT AND THE CITY OF KOOTENAI

WHEREAS: The City of Kootenai is in need of law enforcement services, and the City of Sandpoint desires to partner with the City of Kootenai to provide these services;

WHEREAS: The services provided will include responding to citizen-driven dispatched calls, regular School Resource Officer (SRO) presence before, during, and after school hours at Kootenai Elementary School, proactive police patrols focused on traffic concerns, and attendance at Kootenai City Council meetings, and semi-monthly activity reports to the Kootenai Mayor and City Council; and

WHEREAS: The City of Sandpoint FY2020 budget provides for the provision of these services, and an agreement has been generated, outlining the terms and conditions of this arrangement.

NOW, THEREFORE, BE IT RESOLVED THAT: The Mayor, on behalf of the City, is authorized to sign and enter into the Joint Powers Agreement for Law Enforcement Services Between the City of Sandpoint and the City of Kootenai, a copy of which is attached hereto and made a part hereof as if fully incorporated herein.

Shelby Rognstad, Mayor

ATTEST:

Melissa Ward, City Clerk

YES NO ABSTAIN ABSENT

1. Eddy
2. Aitken
3. Williamson
4. Ruehle
5. Aispuro
6. Darling

**JOINT POWERS AGREEMENT FOR LAW ENFORCEMENT SERVICES BETWEEN THE
CITY OF SANDPOINT AND THE CITY OF KOOTENAI**

In consideration of the mutual covenants and promises set forth in this Agreement, and in the exercise of the authority by the Joint Powers Act, Idaho Code §§ 67-2326 - 2333, the City of Sandpoint (hereafter referred to as "Sandpoint"), a municipal corporation of the State of Idaho, and the City of Kootenai, (hereafter referred to as "Kootenai"), a municipal corporation of the State of Idaho, do hereby agree as follows:

1. Purpose.

The purpose of this Agreement is to provide efficient and effective law enforcement services within the jurisdiction of the City of Kootenai effective January 01, 2020.

2. Municipal Authority.

In order to carry out the purpose of this Agreement, the City of Kootenai hereby delegates specific municipal police authority to the Sandpoint Police Department. The City of Sandpoint Police Department is hereby authorized to carry out the law enforcement services hereafter set forth.

3. Services.

The City of Sandpoint, through its Police Department, shall provide the City of Kootenai with the following services:

- a. 24/7 response to citizen driven dispatched calls;
- b. Regular SRO (School Resource Officer) presence before, during, and after school hours at Kootenai Elementary;
- c. Proactive police patrols focused on traffic concerns (as prioritized by Kootenai Mayor and City Council);
- d. Sandpoint Police attendance at Kootenai City Council meetings; personnel will rotate based on assignment; and
- e. Semi-monthly activity reports to Kootenai Mayor and City Council.

The City Administrator of the City of Sandpoint shall be responsible for the administration of this Agreement. No joint acquisition of real or personal property is contemplated hereunder. This Agreement

does not create a separate entity for the provision of services. Specifically excluded from this Agreement are services for Code Enforcement and any other services not specifically enumerated herein.

4. Cost of Contract and Payments.

- a. The City of Kootenai shall pay the City of Sandpoint \$40.00 per call plus a 15% administration fee. The parties define calls for service as citizen driven complaints. City of Kootenai shall pay City of Sandpoint an amount not to exceed \$14,398.
- b. City of Kootenai shall not pay the City of Sandpoint proactive patrols and resulting services (i.e.; traffic stops, etc.).
- c. City of Kootenai shall not pay the City of Sandpoint for attendance at City Council meetings.
- d. City of Kootenai shall not pay City of Sandpoint for provision of semi-monthly activity reports.
- e. City of Kootenai shall pay City of Sandpoint for services as described in Section 3a-e, in an amount not to exceed \$14,398 annually. There will be no additional costs for proactive patrols and resulting services (traffic stops, etc.), attendance at City Council Meetings, or for activity reports, and any associated revenue will go to the City of Sandpoint to offset costs, court-time, etc.
- f. Payments

The City of Sandpoint shall bill the City of Kootenai monthly for services provided the previous month. These bills shall be transmitted no later than the 15th of the month and shall be accompanied by an itemized reporting of police services provided. City of Kootenai shall remit payment to the City of Sandpoint within thirty (30) days of receipt of the invoice.

5. Termination

This Agreement may be terminated as of September 30, 2020 upon written notice to the non-terminating party by the terminating party on or before April 01, 2020, unless a shorter termination date is mutually agreed upon by the parties.

This Agreement may be terminated by either party for cause if:

- a. Prior written notice of an alleged breach of the terms of the Agreement are provided to the City Clerk; and
- b. Corrective measures have not been commenced within forty-eight (48) hours after written notice, and substantially completed within thirty (30) days.

Either party may terminate this Agreement in the event that there are insufficient funds budgeted and appropriated to either party in any succeeding fiscal year to pay for services under this Agreement. In such event, this Agreement may be terminated upon 30 days' written notice to the other party.

6. Insurance

At all times material hereto, City of Kootenai and City of Sandpoint shall keep and maintain a policy or policies of insurance covering losses resulting from general liability, personal injury and property loss, in amounts no less than the limits of liability provided Idaho Code §6-901 through 6-929, known as the Idaho Tort Claims Act, for any losses sustained as a result of performance of each parties duties and responsibilities under this Agreement, naming the City of Sandpoint as an additional insured on each such policy or policies. Each party shall provide proof of such insurance on an annual basis. Each party shall also keep and maintain an automobile insurance policy or policies for each of its employees, in the same amounts stated above, insuring against losses related to operation of its vehicles in performance of its duties under this Agreement. All employees of City of Sandpoint are its employees only and the City of Sandpoint shall be responsible for carrying proper Workers' Compensation coverage on any such employees. Proof of automobile insurance coverage and Workers' Compensation coverage shall also be provided to the City of Kootenai on an annual basis.

7. Indemnification.

a. City of Kootenai shall defend, indemnify and hold the City of Sandpoint, its officials, officers, employees, agents and assigns, harmless from and/or against any and all claims, damages, and liabilities (including reasonable attorney's fees) that may be suffered or incurred or that arise as a result of and which are caused by City of Kootenai wrongful acts or omissions in the performance of its duties under this Agreement. This indemnification does not apply when such claims, damages, and liabilities are the result of negligent acts, errors, omissions or fault on the part of the City of Sandpoint, its officials, officers, employees, agents or assigns. Nothing contained in this indemnification provision shall waive, in any manner, the limits of liability provided to the City of Sandpoint specified in Idaho Code §6-901 through 6-929, known as the Idaho Tort Claims Act.

b. City of Sandpoint shall defend, indemnify and hold the City of Sandpoint, its officials, officers, employees, agents and assigns, harmless from and/or against any and all claims, damages, and liabilities (including reasonable attorney's fees) that may be suffered or incurred or that arise as a result of and which are caused by City of Sandpoint wrongful acts or omissions in the performance of its duties under this Agreement. This indemnification does not apply when such claims, damages, and liabilities are the result of negligent acts, errors, omissions or fault on the part of the City of Kootenai, its officials, officers, employees, agents or assigns. Nothing contained in this indemnification provision shall waive, in any manner, the limits of liability provided to the City of Kootenai specified in Idaho Code §6-901 through 6-929, known as the Idaho Tort Claims Act.

8. General Provisions.

- a. This Agreement constitutes the entire agreement between the parties, and both parties acknowledge that there are no other agreements oral or otherwise that have not been fully set forth in the text of this Agreement.
- b. The parties agree that this Agreement cannot be amended or modified without the written concurrence of both parties.
- c. If any provision or a portion of this Agreement is held to be unconstitutional, invalid or unenforceable, the City of Sandpoint shall have the right, at its option, to declare the Agreement void and enter into negotiations with the City of Kootenai for the execution of a new Agreement.

9. Notice.

Any notices required to be given by the City of Sandpoint to the City of Kootenai or City of Kootenai to the City of Sandpoint shall be delivered to the following parties at the following addresses:

City Clerk
City of Sandpoint
1123 Lake Street
Sandpoint, ID 83864

City Clerk
City of Kootenai
204 Spokane Street
Kootenai, ID 83840

Any notices may be either delivered personally to the address of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth above. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

10. No Employment Relationship Created.

The Parties agree that nothing in this Agreement shall be construed as creating an employment relationship between City of Kootenai and any employee, agent, representative or contractor of City of Sandpoint, or between City of Sandpoint and any employee, agent, representative or contractor of City of Kootenai. Without limiting the forgoing, each employee providing services hereunder shall at all times relevant to this Agreement be and remain an employee of his/her employer, and the employer shall be exclusively responsible for providing all compensation, benefits, discipline and supervision with respect to the such employee except as expressly set forth in this Agreement

ATTACHMENT 1



June 3, 2019

Mayor Nancy Lewis

City of Kootenai

2 04 Spokane Street

Sandpoint, ID 83864

Dear Mayor Lewis:

I am sending this letter as a follow-up to our recent conversations and Kootenai City Council presentation about the possibility of the Sandpoint Police Department providing policing and school resource officer (SRO) services to the City of Kootenai. As we have discussed, the Lake Pend Oreille School District has committed to funding a second SRO through the Sandpoint Police Department and has requested an SRO presence at the elementary schools in Sandpoint as well as Kootenai Elementary. LPOSD provides 60% of the funding for an SRO and the City funds the remainder of the position.

We have developed a service model for the City of Kootenai, which includes:

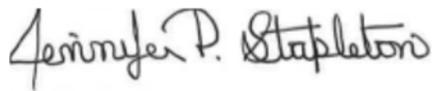
- 24/7 response to citizen driven dispatched calls
- Regular SRO presence before, during and after school hours at Kootenai Elementary
- Proactive police patrols focused on traffic concerns (as prioritized by you and the Kootenai City Council)
- Sandpoint Police attendance at Kootenai City Council meeting (will be rotating personnel based on assignments)
- Semi-monthly activity reports to Mayor Lewis and Kootenai City Council

We have developed a cost model based on Kootenai calls for service data. We propose a cost of \$40 per call+ 15% administration. We define calls for service as citizen driven complaints. Kootenai has averaged 313 annual service calls 2014- 2017. To aid Kootenai in cost control, we propose a not to exceed cap of \$14,398 for FY 2019-20. There would be no additional cost for proactive patrols and resulting services (traffic stops, etc.) and any associated revenue with go to the City of Sandpoint to offset costs, court-time, etc.

There has been some significant discussion around administrative driven complaints and code enforcement. It is our recommendation that we monitor these issues for the first year so that we both have a better understanding of what and how many issues there are. Effective code enforcement requires proactive planning with legal counsel and City leadership on follow-through. We would be happy to participate in these efforts and share some of our experiences with our Community Resource Officer program launched last year. We feel we would all be in a better position to move forward in a successful effort in the subsequent year.

Both Chief Coon and I will be in attendance at your City Council meeting on June 4th to answer any additional questions or discuss concerns. Time is of the essence for decision making as we are finalizing our 2020 budget for Council presentation and will also need to move forward with hiring in order to have the additional personnel in place in time for the start of the school year.

Sincerely,

A handwritten signature in cursive script that reads "Jennifer P. Stapleton".

Jennifer Stapleton

Sandpoint City Administrator

Cc: Mayor Shelby Rognstad

Chief Corey Coon