

RESOLUTION _____

BY THE COUNCIL:

**BISTERFELDT, CLEGG, EBERLE,
JORDAN, MAPP, AND SHEALY**

A RESOLUTION APPROVING THE RENEWAL OF THE EVIDENCE AND PROPERTY SERVICE AGREEMENT BY AND BETWEEN THE CITY OF BOISE AND ADA COUNTY FOR BOISE POLICE DEPARTMENT LAW ENFORCEMENT ACTIVITIES FOR FISCAL YEAR 2005; AUTHORIZING THE CHIEF OF POLICE TO EXECUTE THE RENEWAL OF THE SERVICE AGREEMENT PREVIOUSLY APPROVED BY THE MAYOR AND COUNCIL ON MAY 27, 2003 AS RESOLUTION 17610 ON BEHALF OF BOISE CITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Ada County Sheriff's Evidence and Property Facility provides service to the Boise Police Department; and

WHEREAS, the evidence and property services have been provided on an annual basis pursuant to a service agreement between the Boise City Police and the Ada County Sheriff's Office; and

WHEREAS, the Service Agreement for Fiscal Year 2003, approved by the Mayor and Council on May 27, 2003 as Resolution 17610, had a renewal provision, and was renewed for fiscal year 2004 by Resolution 178484; and

WHEREAS, the Ada County Sheriff and the Chief of Police have once again agreed to renew the Service Agreement pursuant to Section XIII of the 2003 Agreement for fiscal year 2005.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF BOISE CITY, IDAHO:

Section 1. That the Renewal of the Evidence and Property Service Agreement by and between the City of Boise City and Ada County, a copy of said Agreement marked Exhibit "A" attached hereto and incorporated herein by reference, be, and the same is hereby, approved as to both form and content.

Section 2. That the Chief of Police is hereby authorized to execute the renewal of the Service Agreement for and on behalf of the City of Boise City.

Section 3. That this Resolution shall be in full force and effect immediately upon its adoption and approval.

ADOPTED by the Council of the City of Boise City, Idaho, this _____ day of _____, 2004.

APPROVED by the Mayor of the City of Boise City, this _____ day of _____, 2004.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

**WRITING OF RENEWAL OF
EVIDENCE AND PROPERTY SERVICES AGREEMENT**

1. Boise City and Ada County by and through the Boise Police Department and the Ada County Sheriff's Office entered into a renewal of the Evidence and Property Services Agreement on October 6, 2003, for the term of October 1, 2003 through September 30, 2004.
2. The Agreement may be renewed for a one-year period pursuant to the terms of Section XIII of the Evidence and Property Services Agreement.
3. It has been determined by the parties to be in their mutual best interests to invoke Section XIII of the Evidence and Property Services Agreement and renew this Agreement for one year for the term October 1, 2004 through September 30, 2005.
4. All terms and conditions of the Agreement shall remain in effect without change EXCEPT for Section IX "AUTHORIZED SERVICE AGREEMENT RATE" and Section XII "ANNUAL REPRESENTATIVE."
5. Section IX shall be amended and shall read, "Ada County and Boise City agree that in conformance with this Service Agreement, the annual Evidence and Property Services Agreement rate is \$181,184.00.
6. Section XII shall be amended and shall read, "Ada County Sheriff Authorized Representative: Captain Randy Folwell."

Dated this _____ day of September 2004.

ADA COUNTY SHERIFF

BOISE CITY CHIEF OF POLICE

Vaughn Killeen, Sheriff

Jim Tibbs, Chief

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