



VICTOR STAFF REPORT

Decision Item Agenda Documentation

PREPARATION DATE: December 11, 2018

MEETING DATE: January 9, 2019

SUBMITTING DEPARTMENT: Administration

DEPARTMENT DIRECTOR: Olivia Goodale

PRESENTER: Olivia Goodale, City Administrator

SUBJECT: MOU with Teton County Idaho for Manual Transfer Switches for Generator Connections.

Re: Applicable Victor Values:

- | | | |
|--|--|---|
| <input type="checkbox"/> Culturally Historic | <input type="checkbox"/> Sustainable | <input type="checkbox"/> Connected to Nature |
| <input type="checkbox"/> Small Town Feel | <input type="checkbox"/> Family Friendly | <input checked="" type="checkbox"/> Administrative Need |
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STATEMENT/PURPOSE

The purpose of this item is for Council to consider a MOU with Teton County Idaho for Manual Transfer Switches for Generator Connections funded by a grant awarded to the County.

BACKGROUND/ALTERNATIVES

Teton County Idaho has applied for and received a U.S. Department of Homeland Security's Federal Emergency Management Agency (FEMA) Grant DR-4246-ID to install manual transfer switches to seven (7) critical facilities/structures for portable generator connections valley wide. In Victor, these locations include City Hall and the Willow Springs Water Well site. No matching grant funds are required from the City of Victor. The attached agreement outlines the roles and responsibilities for the County and City in connection with the Project.

A transfer switch provides safe and convenient operation of portable generators for standby power. By isolating those circuits using generator power, a transfer switch eliminates the risk of back-feeding the electrical utility which can cause injury and property damage.

There are several options to proceed:

1. Approve the agreement as presented or amended.
2. Continue the item.
3. Other

ATTACHMENTS

MOU

FISCAL IMPACT

There is no required grant match for the funding of the manual transfer switches.

STAFF IMPACT

Minimal

LEGAL REVIEW

Complete

RECOMMENDATION

Staff recommends that the agreement be approved as presented.

SUGGESTED MOTION

I move to approve the MOU with Teton County Idaho for Manual Transfer Switches for Generator Connections, subject to minor changes approved by the City Attorney.

[Roll Call Vote]

MEMORANDUM OF UNDERSTANDING

TETON COUNTY, IDAHO And CITY OF VICTOR

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made by and between TETON COUNTY, Idaho, a duly organized county of the State of Idaho (“COUNTY”), the address of which is 150 Courthouse Drive, Driggs, Idaho 83422, and CITY OF VICTOR (“CITY”), the address of which is 32 Elm Street, Victor, Idaho 83455.

WHEREAS, Teton County Emergency Management has received a U.S. Department of Homeland Security’s Federal Emergency Management Agency (FEMA) Grant DR-4246-ID to install manual transfer switches to seven (7) critical facilities/structures for portable generator connections (“Project”); and

WHEREAS, the COUNTY will be hiring electrical design engineers and electrical contractor to performing the necessary work associated with the Project; and

WHEREAS, the CITY has one (1) facility and one (1) structure in connection with this Project; and

WHEREAS, the COUNTY desires to coordinate the electrical design plans and electrical construction activities with the CITY, and the CITY is willing to assist and support the COUNTY in these efforts.

NOW THEREFORE, the COUNTY and CITY agree to the following:

1. **PURPOSE:** This MOU defines the roles and responsibilities for the COUNTY and CITY in connection with the Project. The COUNTY and CITY agree to cooperate and provide assistance and support in the design, planning, and installation of manual transfer switches at the Victor City Hall building and the Willow Springs Water Well site, both located within the City of Victor.

This MOU may be amended from time to time as the parties needs and desires change.

2. **METHODS OF COOPERATION:** The COUNTY and CITY will coordinate efforts to ensure that the Project is completed. The CITY will work with the COUNTY’s electrical design engineers and electrical contractor to ensure a coordinated electrical design and construction effort is made on the identified CITY facility/structure.

3. COUNTY OBLIGATIONS:

- a) The COUNTY shall incorporate the development of electrical design engineering plans and procedures, and the electrical construction activities with the CITY.
- b) The COUNTY agrees to invite the CITY to applicable Project meetings.

- c) It is anticipated that the cost of the Project will be handled through the FEMA grant, and the COUNTY's matching funds. If the CITY makes any modifications to its existing facility/structure unrelated to the Project, then the CITY will be responsible to pay for such modifications.

4. CITY OBLIGATIONS:

- a) Upon the request and notification from the COUNTY, the CITY will accommodate COUNTY's electrical design engineers and electrical contractor with access to Victor City Hall and/or Willow Springs Water Well site for electrical design and construction activities in connection with the Project.
- b) The CITY will not perform any activities at the Victor City Hall or Willow Springs Water Well site that may interfere or delay the COUNTY's electrical design engineers and/or electrical contractor performance of work.
- c) The CITY will assist the COUNTY by attending meetings which relate to the Project.
- d) Upon the CITY's acceptance of the Project which affects its City Hall and Willow Creek Water Well, the City shall be responsible during the life of the equipment to maintain, repair, use, care for the specific equipment relating to the installation of the manual transfer switches at these locations that were acquired with grant funds, and safeguard the equipment against loss or damage. Maintenance records on this equipment must document normal and routine preventive maintenance.

5. TERM: The term of this MOU shall be for a period of one (1) year, commencing upon execution of this MOU by both parties, subject to other provisions for termination and extension as herein contained.

6. EXTENSION AND RENEWAL OF THE MOU: Provided the COUNTY is in compliance with all terms and conditions of this MOU, the COUNTY is hereby granted an additional one (1) year period from and after the expiration of the then current term upon providing written notice to the CITY thirty (30) days prior to the expiration of the then-current term.

7. TERMINATION: This MOU shall terminate at the expiration of the term, or sooner upon the mutual agreement by the parties.

8. INSURANCE: Each party shall be responsible for its own actions or omissions and those of its employees or contractors. Each party shall be individually responsible for providing insurance coverage in accordance with its existing policies and practices. Each party shall maintain its own equipment in a safe and operational condition.

9. INDEMNIFICATION: Each party shall assume the risk of any liability arising from its own actions or omissions or the actions or omission of its employees, contractors, and agents at all times. Neither party agrees to insure, defend, or indemnify the other, subject to negligence or willful misconduct.

NOW THEREFORE IT IS MUTUALLY AGREED TO AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:

This MOU is not a legally binding or enforceable document, and doesn't create any legal, financial, funding, or other fiscal or fiduciary duties or obligations of any kind between the participants or to any third-parties, and may not be relied upon by any party as the basis for any claim. The MOU expresses the mutual understandings as outlined herein, and nothing in this MOU may be construed as affecting the legal authority of the participants. This MOU shall not bind future Board of County Commissioners of Teton County, Idaho, or City Council members, and shall not and does not require the parties to obligate or expend additional funds or commit to acts of any kind as related to the Project as described herein.

IN WITNESS WHEREOF, the parties hereto have executed this MOU by the respective authorized officers as set forth below to be effective as of the date executed by the COUNTY.

“TETON COUNTY”
BOARD OF COUNTY COMMISSIONERS
Teton County, Idaho

BY: _____
Mark Ricks, Chair

Date: _____

“CITY”
CITY COUNCIL

By: _____
Jeff Potter, Mayor