

**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 12, 2010**

TAB	DESCRIPTION	ACTION
1	FY 2012 LINE ITEM BUDGET REQUESTS	Motion to approve
2	FY 2012 CAPITAL BUDGET REQUESTS	Motion to approve
3	NCAA ACADEMIC PROGRESS RATE (APR) REPORTS	Information item
4	REVIEW OF BOARD POLICY Section V.R.3.vi – Differential Fees	Information item
5	AMENDMENT TO BOARD POLICY Section V.R.a.x – In-Service Teacher Education Fees, Second Reading	Motion to approve
6	BOISE STATE UNIVERSITY KBSU Radio Frequency License Sale	Motion to approve
7	BOISE STATE UNIVERSITY American Campus Communities Settlement	Information item
8	BOISE STATE UNIVERSITY Student Housing Facilities Project - Lincoln Avenue	Motion to approve
9	BOISE STATE UNIVERSITY Construction Projects - Line of Credit	Information item
10	UNIVERSITY of IDAHO Energy Services Performance Contract – Additional Authorization	Motion to approve
11	UNIVERSITY of IDAHO Police Services Contract	Motion to approve

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TAB	DESCRIPTION	ACTION
12	UNIVERSITY of IDAHO Security Services Contract - AlliedBarton	Motion to approve
13	UNIVERSITY OF IDAHO Promotion & Rank Policy Changes	Motion to approve
14	UNIVERSITY OF IDAHO Outdoor Track Debt Resolution	Motion to approve
15	UNIVERSITY OF IDAHO Kibbie Dome Debt Resolution	Motion to approve
16	EASTERN IDAHO TECHNICAL COLLEGE Delegation of SHIP approval to Chief Executive Officer	Motion to approve

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SUBJECT

FY 2012 Line Items Requests

REFERENCE

April 2010	Directed agencies and institutions to use priority categories to develop FY 2012 Line Item requests
June 2010	Referred the FY 2012 Line Items to the BAHHR Committee to review and bring back to the Board in August

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.B.1.
Section 67-3502, Idaho Code

BACKGROUND/DISCUSSION

The Board established the guidelines, timetable, and priority categories for reviewing and approving the FY 2012 budget requests at the April and June 2010 Board meetings. At the June 2010 Board meeting, the institutions and agencies presented their Line Item requests. The Board directed the Business Affairs and Human Resources committee to review the Line Items and bring back recommendations to the Board in August. After reviewing the requests and considering Idaho's general revenue decline, the committee and staff developed the list of line items summarized at Tab 1b, page 1 and recommend these line items to be included in the institution and agency budget submissions to the Legislative Services Office (LSO) and the Division of Financial Management (DFM).

The institutions and agencies have also been given the opportunity to evaluate the list to ensure critical issues have not been overlooked.

IMPACT

The approved Line Items will be included with the FY 2012 budget requests and submitted to DFM and LSO for consideration by the Governor for his FY 2012 Budget recommendations and by the Joint-Finance Appropriations Committee for funding. The line item request represents an increase of 4.8%.

ATTACHMENTS

FY 2011 Supplemental Requests	Tab a
FY 2012 Line Items Summary	Tab b
Occupancy Costs	Tab c
Center for Advanced Energy Studies	Tab d
Scholarships	Tab e
Biomedical Research	Tab f
Strategic Initiatives Summary and Detail	Tab g

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STAFF COMMENTS AND RECOMMENDATIONS

For many years, the Board has been informed that the Idaho state budget request process is based on Base-plus budgeting for anticipated uncontrollable and discretionary changes which are comprised of the following:

Base Budget:	Historical budget based on years of appropriations
MCO:	Maintenance of current operations; formula driven for uncontrollable factors such as general salary increases and cost inflation.
Line Items:	Enhancements for new programs and initiatives

Base budgeting allows the agencies and institutions to derive a reasonable dollar estimate in order to manage their programs and staffing levels from one year to the next. This is also true for the higher education institutions whose budgets are consolidated for four year institutions and for two year community colleges.

In the near future, the agencies and institutions are scheduled to undergo zero-based budgeting as required by DFM. The scheduled years are as follows:

2012

Agricultural Research and Extension (extension granted to FY 2013)
Health Programs
Idaho Public Television
Idaho State Board of Education
Special Programs

2013

Public Schools

2014

Idaho Division of Vocational Rehabilitation
Superintendent of Public Instruction

2015

Colleges and Universities
Community Colleges
Idaho Division of Professional-Technical Education

Zero-based budgeting will focus each agency and institution on its core legal requirements, mission, strategic plan, and performance measures. Any resulting budget adjustments will be processed through the normal Idaho budget development process (i.e. Base adjustments, MCO and Line Items).

Staff recommends approval.

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BOARD ACTION

I move to approve the FY 2011 Supplemental Appropriation Request for College Access Challenge Grant in the amount of \$673,000 in federal funds as shown on page Tab 1a page 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to approve the FY 2011 Supplemental Appropriation Request for Proprietary Schools in the amount of \$21,300 in dedicated fund spending authority on page Tab 1a page 3.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to approve the Line Items for the agencies and institutions as listed in Attachment 1b page 1, and to authorize the Executive Director to approve the MCO and Line Item budget requests for agencies and institutions due to DFM and LSO on September 1, 2010.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 12, 2009

AGENCY: Office State Board of Education

Agency No.: 501

FY 2012 Request

FUNCTION:

Function No.: 02

Page 1 of 3 Pages

ACTIVITY: FY 2011 Supplemental

Activity No.:

Original Submission X or

Revision No. ____

A: Decision Unit No: 4.31		Title: College Access Challenge Grant		Priority Ranking 1 of 1	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)			1.50		1.50
PERSONNEL COSTS:					
1. Salaries			52,000		52,000
2. Benefits			17,700		17,700
3. Group Position Funding					
TOTAL PERSONNEL COSTS:			69,700		69,700
OPERATING EXPENDITURES by summary object:					
1. Communications/Emp. Dev.			28,900		28,900
2. Travel			575,200		575,200
3. Supplies			107,400		107,400
4. Professional Services			329,500		329,500
5. Admin/Computer			6,000		6,000
6. Other			37,300		37,300
Less existing spending authority			(593,600)		(593,600)
TOTAL OPERATING EXPENDITURES:			490,700		490,700
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:			112,600		112,600
LUMP SUM:					
GRAND TOTAL			673,000		673,000

In FY 2009 the State Board of Education was the recipient of a two year federal College Access Challenge Grant (CACG). The Board has made application again, and stands a good chance of receiving a 5 year award (subject to annual renewal), as it is a formula driven program in which funds are awarded based on the relative number of people between the ages of 5 and 17 and between the ages of 15 and 44 who are living below the state poverty line.

Idaho's CACG Program activities would include: A statewide Free Application for Federal Student Aid (FAFSA) completion event; advanced opportunities including increased access to dual credit courses; an expanded information campaign to include middle school students and the local business community; a near-peer mentor program in select Idaho high schools; expanding campus visits to include parental attendance; professional development for high

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school, financial aid, and admission counselors; and, the development of a college access network. To implement these grant activities, the Board will collaborate with the business community, SDE, institutions of higher education, and school districts statewide.

While the total budget for this grant exceeds \$1.4M, this supplemental appropriation request only asks for \$673,000 which reflects the net increase in federal spending authority above the amount of ongoing federal spending authority in the OSBE budget. The attached worksheet shows the amount of new College Access Challenge Grant funds of \$1,406,100 in column a. Columns b through f show the current federal spending authority and the federal programs budgeted against those funds with column f showing the remaining FY 2011 appropriation. Subtracting column f from column a results in the net increase of \$673,000 in column g.

	(a)	(b)	(c)	(d)	(e)	(f)	(g)
						(b) less (c-e)	(a) less (f)
	FY 2011 College Access Challenge Grant	Current Ongoing Spending Authority	SAHE	Transition To Teaching	College Access Challenge Grant	Remaining FY 2011 Spending Authority	Supplemental Spending Authority Required
Personnel	67,500	47,700	14,600	13,500	4,100	15,500	52,000
Fringe	22,300	15,700	4,800	4,400	1,900	4,600	17,700
Total Personnel Costs	89,800	63,400	19,400	17,900	6,000	20,100	69,700
Communications/ Em. Dev.	28,900						
Travel	575,200		7,000	3,500	62,000		
Supplies	107,400				88,500		
General/Professional Services	329,500			93,200	128,000		
Admin/Computer	6,000						
Other	37,300				22,000		
Total Operating Expenses	1,084,300	997,800	7,000	96,700	300,500	593,600	490,700
Scholarships	232,000		142,800				
Total Trustee/Benefit Payments	232,000	262,200	142,800	-	-	119,400	112,600
Total Appropriation	1,406,100	1,323,400	169,200	114,600	306,500	733,100	673,000

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AGENCY: Office State Board of Education

Agency No.: 501

FY 2012 Request

FUNCTION:

Function No.: 02

Page ____ of ____ Pages

ACTIVITY: FY 2011 Supplemental

Activity No.:

Original Submission X or

Revision No. ____

A: Decision Unit No: 4.32		Title: Proprietary Schools			Priority Ranking 2 of 2
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries		13,300			13,300
2. Benefits		5,000			5,000
3. Group Position Funding					
TOTAL PERSONNEL COSTS:		18,300			18,300
OPERATING EXPENDITURES by summary object:					
7. On-site travel costs		1,000			1,000
8. Memberships		2,000			2,000
TOTAL OPERATING EXPENDITURES:		3,000			3,000
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL		21,300			21,300

How connected to institution/agency and Board strategic plans:

Board Goal 1 Objective A: Access

Set policy and advocate for increasing access for individuals of all ages, abilities, and economic means to Idaho's P-20 educational system.

Description:

State law requires proprietary schools (including nonexempt postsecondary educational institutions) in Idaho to register and meet certain requirements. The budget for the Proprietary School Coordinator position (1.0 FTE) and operating expenses overseeing the proprietary schools in Idaho was transferred to the Office of the State Board of Education in FY 2010 partially funded with fees by proprietary schools, and is now entirely self-funded.

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While the oversight function has improved by dedicating one full-time person, the growth in proprietary schools has created a need for on-site inspections in order to more fully enforce the requirements of state law. It is estimated that 1/3rd of the time of an administrative assistant would allow the Proprietary School Coordinator to delegate some administrative duties in order to free up time to conduct on-site visits. The increase in proprietary schools has also resulted in additional funds that can cover the costs of staff time equivalent to approximately .33 FTE and operating costs.

Funding (\$2,000) is requested to become members of national and international institutional accreditation verification database service organizations, such as the Accredibase, Inc. network or the National Association of Professional Background Screeners (NAPBS). This will allow the Proprietary School Coordinator to run immediate verification checks on schools applying for Post-Secondary Educational Institution registration with the State Board of Education and to see if such schools have legal actions taken against them in other states.

Additional dedicated funds spending authority is requested.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

This request is to increase FY 2011 spending authority of dedicated funds by \$18,300 in personnel costs and \$3,000 in operating expenses. No General Funds are requested.

This will allow the Proprietary School Coordinator to conduct on-site visits in order to more effectively enforce the requirements under Idaho code.

2. What resources are necessary to implement this request?

- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

N/A

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

Spending authority is necessary to buy out time for existing personnel (approximately .33 FTE) which will be redirected to perform proprietary school administrative duties.

- c. List any additional operating funds and capital items needed.

Travel expenses for on-site visits to proprietary schools throughout the state for on-site inspections and verifications, and memberships in professional organizations and credential verification databases will enhance the overall accuracy and credibility of the program. This will improve both consumer and registered schools confidence in the quality of the system.

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc.

The fund source is dedicated proprietary school fees.

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FY 2010 Total Fees = \$83,818.92 (105% of estimate of \$80K)

FY 2011 Total Fees YTD = \$83,977.83 (105% of estimate of \$80K with 107% of schools reporting)

Projection for FY 2012: Add another 2-3 Postsecondary Education Institutions and another 4-5 Proprietary Schools (based on inquiries to date); estimate total fees collected at between \$85-87K.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

The Idaho taxpayers are benefiting by ensuring that proprietary schools and nonexempt postsecondary educational institutions are adhering to Idaho state laws.

If the request is not funded, the program will continue to lack on-site inspections which inhibits the ability to enforce State laws and protect the citizenry from unscrupulous diploma mills.

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STATE BOARD OF EDUCATION
FY 2012 Line Items

By Institution/Agency	FY 2011 Appropriation	Occupancy	CAES	Opportunity	Biomedical	Strategic	Total	Total	One-Time	Ongoing	Strategic Initiatives
		Costs Tab c	Tab d	Scholarships Tab e	Research Tab f	Initiatives Tab g		vs. 2011 Approp		vs. 2011 Approp	
1 Professional-Technical Education	47,577,400	0	0	0	0	0	0	0.0%	0	0.0%	
2 College and Universities	217,510,800	3,993,800	3,000,000	0	2,080,600	2,216,000	11,290,400	5.2%	415,000	5.0%	
System-wide Needs	2,726,600						0	0.0%		0.0%	
Boise State University	70,116,400	1,050,700	1,000,000		567,600	1,281,000	3,899,300	5.6%	350,000	5.1%	PhD in Public Policy and faculty lines
Idaho State University	59,071,300	1,171,200	1,000,000		843,000		3,014,200	5.1%		5.1%	
University of Idaho	73,576,700	1,283,400	1,000,000		670,000	350,000	3,303,400	4.5%		4.5%	Library Materials and Resources
Lewis-Clark State College	12,019,800	488,500				585,000	1,073,500	8.9%	65,000	8.4%	PACE & Biology Pgm Enhancements
3 Community Colleges	23,966,800	1,412,600	0	0	0	1,542,700	2,955,300	12.3%	0	12.3%	
College of Southern Idaho	10,658,200	564,900				175,800	740,700	6.9%		6.9%	Nursing Positions
North Idaho College	9,097,400					335,700	335,700	3.7%		3.7%	Capacity Needs
College of Western Idaho	4,211,200	847,700				1,031,200	1,878,900	44.6%		44.6%	Enrollment Growth
4 Agricultural Research/Extension	22,559,000						0	0.0%		0.0%	
5 Health Education Programs	9,960,600	0	0	0	0	298,000	298,000	3.0%	0	3.0%	
WI Veterinary Education	1,722,500						0	0.0%		0.0%	
WWAMI Medical Education	3,402,400					55,000	55,000	1.6%		1.6%	CdA FMR
IDEP Dental Education	1,315,700						0	0.0%		0.0%	
Univ. of Utah Med. Ed.	1,204,200						0	0.0%		0.0%	
Family Medicine Residencies	1,983,200						0	0.0%		0.0%	
WICHE	218,600						0	0.0%		0.0%	Restore Optometry Seats
Psychiatry Residency	114,000						0	0.0%		0.0%	
Internal Medicine Residency	0					243,000	243,000	0.0%		0.0%	New residency program
6 Special Programs	8,690,100	0	0	1,250,000	0	0	1,250,000	14.4%	0	14.4%	
Forest Utilization Research	511,400						0	0.0%		0.0%	
Geological Survey	701,100						0	0.0%		0.0%	
Scholarships and Grants	6,633,300			1,250,000		0	1,250,000	18.8%	0	18.8%	Opportunity Scholarship
Museum of Natural History	454,100						0	0.0%	0	0.0%	
Small Bus. Development Centers	246,300						0	0.0%		0.0%	
Idaho Council for Economic Ed.	0						0	N/A		N/A	
TechHelp	143,900						0	0.0%	0	0.0%	
7 State Board of Education	2,025,200	0	0	0	0	(17,000)	(17,000)	-0.8%	0	-0.8%	Move GIANTS to State Dept. of Ed.
8 Idaho Public Television	1,390,500					313,700	313,700	22.6%		22.6%	Idaho Experience
9 Vocational Rehabilitation	7,198,900	0	0	0	0	150,000	150,000	2.1%	0	2.1%	
Renal Disease	527,700						0	0.0%		0.0%	
Vocational Rehabilitation	3,050,800					150,000	150,000	4.9%		4.9%	Match for Federal Funds
Work Services Community Support En	3,490,100						0	0.0%		0.0%	
Council for the Deaf/Hard of Hearing	130,300						0	0.0%		0.0%	
10 Total	\$ 340,879,300	\$ 5,406,400	\$ 3,000,000	\$ 1,250,000	\$ 2,080,600	\$ 4,503,400	\$ 16,240,400	4.8%	\$ 415,000	4.6%	
Percentage of FY 2011 Appropriation		1.6%	0.9%	0.4%	0.6%	1.3%	4.8%				

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STATE BOARD OF EDUCATION

FY 2012 Budget Request

Colleges & Universities/Agencies

Calculation of Occupancy Costs

		% of			(1)	(2)			(3)	(4)	(5)				
		Use for													
		Non-Aux.	Gross	Non-Aux.											
		Education	Sq Footage	Sq Footage	FTE	Sal & Ben	Supplies	Total	Utility	Maintenance Costs		Total	% qtrs		
		of Occupancy							Estimate	Repl Value	Cost@1.5%	Other	Occ Cost	used in FY12	Revised
1	Institution/Project														
2															
3	BOISE STATE UNIVERSITY														
4	Yanke Center	Sept. 2008	100%	83,801	83,801										
5	Norco Building (floors 3 and 4)	July-09	48%	81,300	39,017	1.50	50,900	3,900	54,800	68,300	8,661,774	62,400	37,000	222,500	100%
6	Norco Building classroom 1st floor	July-09	2%	81,300	1,374	0.05	1,700	100	1,800	2,400	305,028	100	1,300	5,600	100%
7	Capitol Village University Adv.	March-06	100%	8,954	8,954	0.34	11,500	900	12,400	15,700	1,790,800	26,900	8,300	63,300	100%
8	Non Auxiliary Space in Parking Deck	Oct. 2007	50%	10,346	5,173	0.20	6,800	500	7,300	9,100	1,034,500	7,800	4,800	29,000	100%
9	Capitol Village Emeritus Guild	March-09	100%	2,111	2,111	0.08	2,700	200	2,900	3,700	422,000	6,300	2,000	14,900	100%
10	Capitol Village Adv. Expansion	March-09	100%	1,512	1,512	0.06	2,000	200	2,200	2,600	302,400	4,500	1,400	10,700	100%
11	CESED	April-11	100%	89,000	89,000	3.42	116,000	8,900	124,900	155,800	22,500,000	337,500	86,500	704,700	100%
12	* Yanke Center Space utilization is pending.				5.65	191,600	14,700	206,300	257,600		445,500	141,300	1,050,700		1,050,700
13															
14															
15	IDAHO STATE UNIVERSITY														
16	Rendezvous Center (Acad Side)	June-07	100%	101,920	101,920	3.92	132,300	10,200	142,500	178,400	15,000,000	225,000	90,500	636,400	100%
17	Rendezvous Center (PYs Approp.)				-3.92	-131,800	-10,200	-142,000	-158,000			0	-300,000	100%	(300,000)
18	Meridian Building	July-09	100%	107,378	107,378	4.13	139,400	10,700	150,100	187,900	16,000,000	240,000	95,500	673,500	100%
19	CAES	July-08	33%	55,000	18,333	0.71	24,000	1,800	25,800	32,100	15,400,000	77,000	26,400	161,300	100%
20					4.84	163,900	12,500	176,400	240,400		542,000	212,400	1,171,200		1,171,200
21															
22	UNIVERSITY OF IDAHO														
23	Hays Hall (1) (next page)	January-06	100%	29,397	29,397	1.13	38,100	2,900	41,000	51,400	7,387,628	110,800	28,500	231,700	100%
24	Vandal Athletic Center (2) (next page)	January-04	14%	35,236	5,000	0.19	6,400	500	6,900	8,800	8,502,154	18,100	10,700	44,500	100%
25	Living Learning Center (3) (next page)	May-04	5%	202,616	10,180	0.39	13,100	1,000	14,100	17,800	39,312,000	29,600	39,300	100,800	100%
26	UI Research Park Post Falls	July-02	38%	30,580	11,700	0.45	15,200	1,200	16,400	20,500	5,534,446	31,800	13,400	82,100	100%
27	Professional Golf Mgmt Pgm Space	July-04	51%	3,642	1,860	0.07	2,400	200	2,600	3,300	822,032	6,300	2,100	14,300	100%
28	Teaching and Learning Center	January-05	100%	27,228	27,228	1.05	35,400	2,700	38,100	47,600	4,654,054	69,800	24,700	180,200	100%
29	Collaborative Ctr: Applied Fish Studies	September-06	50%	13,525	6,762	0.26	8,800	700	9,500	11,800	3,389,488	25,400	7,900	54,600	100%
30	Idaho Water Center	Phased Aug 04 to Aug 10	32%	225,227	72,500	2.79	94,000	7,300	101,300	126,900	56,955,229	275,000	101,400	604,600	100%
31	Idaho Water Center (PYs Approp.)				-1.76	-58,600	-4,600	-63,200	-80,000		-166,900	(64,900)	-375,000	100%	(375,000)
32	Wood Chip Storage Facility	May-09	100%	24,000	24,000	0.92	31,000	2,400	33,400	42,000	5,096,000	76,400	22,600	174,400	100%
33	South chiller plant and storage tank	May-10	100%	4,517	4,517	0.17	5,700	500	6,200	7,900	6,950,000	104,300	9,000	127,400	100%
34	Janssen Engineering Bldg	March-09	100%	3,079	3,079	0.12	4,000	300	4,300	5,400	2,006,784	30,100	4,000	43,800	100%
35					5.78	195,500	15,100	210,600	263,400		610,700	198,700	1,283,400		1,283,400
36															
37	LEWIS-CLARK STATE COLLEGE														
38	Nursing & Health Science Faculty	July-09	100%	60,000	60,000	2.31	78,500	6,000	84,500	105,000	16,000,000	240,000	59,000	488,500	100%
39															
40	College of Southern Idaho														
41	Health Science & Human Services	January-10	100%	72,400	72,400	2.78	90,900	7,200	98,100	126,700	18,000,000	270,000	70,100	564,900	100%
42															
43	College of Western Idaho														
44	CWI Main building (Nampa)	January-09	96%	65,000	62,600	2.41	76,700	6,300	83,000	109,600	15,000,000	216,700	60,200	469,500	100%
45	Canyon County Center	July-09	75%	77,000	57,750	2.22	70,700	5,800	76,500	101,100	12,960,000	145,800	54,800	378,200	100%
46					4.63	147,400	12,100	159,500	210,700		362,500	115,000	847,700		847,700
47															
48															

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- (1) This building was formerly known as the Alumni Residence Center, a name indicating its historical use; it has since been vacated by University Residences and is now maintained as general education space
- (2) The Vandal Athletic Center includes a general education classroom and training room, computer labs, and associated support space
- (3) The Living Learning Center includes general education classrooms and program space eligible for occupancy costs

FTE For the first 13,000 gross square footage and in 13,000 GSF increments thereafter, .5 Custodial FTE will be provided.

Salary for custodians will be 80% of Policy for pay grade "E" as prepared by the Division of Human Resources.

Benefit rates as stated in the annual Budget Development Manual prepared by the Division of Financial Management.

Salary CU: \$19,635.00 CC: \$18,700.00

Benefits

FICA								
SSDI salary to \$92,150	6.2000%	x salary						
SSHI	1.4500%	x salary						
Unemployment Insurance	0.6200%	x salary						
Life Insurance	0.8500%	x salary						
Retirement: PERSI	11.3200%	x salary	BSU	ISU	UI	LCSC	CSI	NIC
Workmans Comp		x salary	4.50%	3.68%	3.70%	4.56%	4.35%	4.35%
Sick Leave	0.6500%	x salary						
Human Resources			0.306%	0.306%		0.554%	0.306%	0.306%
	21.0900%	per position	25.8960%	25.0760%	24.7900%	26.2035%	25.7460%	25.7460%
Health Insurance	\$9,200.00							
Supplies	0.10							

- (3) Annual utility costs will be projected at \$1.75 per 1.75
- (4) Building maintenance funds will be based on 1.5% of the construction cost (excluding architectural/engineering fees, site work, movable equipment, etc.) for new buildings or 1.5% of the replacement value for existing buildings.

Other:	
IT Maintenance	1.5000 GSF
Security	0.2200 GSF
General Safety	0.0900 GSF
Research & Scientific Safety Costs	0.5000 GSF
Total	2.3100
Too High - Used 1/3	0.7700 GSF
Landscape Greenscape	0.0003 CRV
Insurance Costs	0.0005 CRV
Total	0.00080 CRV

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AGENCY: Boise State University

FUNCTION: CAES

ACTIVITY:

Agency No.: 512

Function No.: 01

Activity No.:

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A: Decision Unit No: 12.02		Center for Advanced Energy Studies -			
Title: Draft		Priority Ranking 2 of 4			
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	8.08				8.08
PERSONNEL COSTS:					
1. Salaries	587,400				587,400
2. Benefits	201,600				201,600
3. 5 Graduate Assistants stipends and fringe.	122,100				122,100
TOTAL PERSONNEL COSTS:	911,100				911,100
OPERATING EXPENDITURES by summary object:					
1. Graduate Assistants tuition waivers	43,300				43,300
2. Materials and Supplies	20,600				20,600
TOTAL OPERATING EXPENDITURES:	63,900				63,900
TRAVEL by summary object:					
1.	25,000				25,000
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	1,000,000				1,000,000

How connected to institution/agency and Board strategic plans:

This request directly supports the State Board of Education's objective to support and enhance the state's infrastructure and capacity for advanced energy studies through collaborative efforts among UI, ISU, BSU and the Idaho National Laboratory.

Boise State University's involvement in CAES is directly linked to our research and public policy mission with the primary emphasis defined by the State Board of Education's Institutional Role and Mission statement in public affairs and our developed strengths in sciences and engineering. The program supports Boise State University's strategic plan in that it will contribute to the institution's continued development of "academic excellence," "public engagement" and "exceptional research."

Boise State is home to the CAES Energy Policy Institute (EPI). The institute focuses on energy related policy research, analysis, and education. It brings together policy personnel from the three Idaho Universities and INL to analyze and examine proposed energy policy and seek

BUSINESS AFFAIRS AND HUMAN RESOURCES
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solutions for suitable energy. The value of the public policy piece is critical to understanding how society and its institutions address energy issues.

This FY2012 budget request is for funding to support and build the educational, research, and policy capabilities of Boise State University both in the areas of science/engineering and policy. Although one-time funding was provided for FY 2010 (ARRA Funds), permanent funding needs to be secured. This is the same request of on-going funds as was requested in the 2011 budget request.

Specifically, Boise State is requesting funding for:

- Materials Science and Engineering Support:
 - o Two (2) postdoctoral associates, one (1) associate professor, two months faculty summer support, 1.77 FTE for research scientists/faculty, four (4) graduate research assistantships, materials and supplies and travel expenses.
- Energy Policy Institute (EPI) Support:
 - o One (1) EPI director, one EPI assistant director, one (1) assistant professor, one half time professional staff member, two half time graduate research assistantships, and a modest amount for materials and supplies.

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AGENCY: Idaho State University
FUNCTION: General Education
ACTIVITY: C. CAES

Agency No.: 513
 Function No.: 1000
 Activity No.:

FY 2012 Request
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 Revision No. ____

Center for Advanced Energy Studies in Idaho Falls					
A: Decision Unit No: 12.03		Title: Center for Advanced Energy Studies in Idaho Falls		Priority Ranking 2 of 3	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	8.3				8.3
PERSONNEL COSTS:					
1. Salaries	634,400				634,400
2. Benefits	211,100				211,100
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	845,500				845,500
OPERATING EXPENDITURES by summary object:					
1. Materials and Supplies	60,000				60,000
2. Travel	50,000				50,000
3. Communications	44,500				44,500
TOTAL OPERATING EXPENDITURES:	154,500				154,500
CAPITAL OUTLAY by summary object:					
1. Equipment					
2. Startup Packages					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	1,000,000				1,000,000

How connected to institution/agency and Board strategic plans:

The Center for Advanced Energy Studies (CAES) collaborative between the Idaho National Laboratory (INL), Idaho State University, University of Idaho, and Boise State University represents a vital effort to integrate cutting-edge energy studies in the ISU College of Engineering with national interests being developed at the INL. Research and teaching efforts centered on CAES further the following Goals, as articulated in ISU's current strategic plan:

Goal 1 — Achieve academic excellence in undergraduate, graduate, professional and technical education. (SBOE Main Goals: Access and Quality)

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Goal 2 — Increase the University's research profile to strengthen our institutional curricula and ability to meet societal needs through the creation of new knowledge. (SBOE Main Goals: Quality and Access)

Goal 4 — Prepare students to function in a global society. (SBOE Main Goals: Quality and Access)

Goal 5 — Focus institutional, instructional, and research expertise on community and societal needs throughout the state, region, nation, and world. (SBOE Main Goals: Quality and Access)

Description:

The Center for Advanced Energy Studies (CAES) is a collaborative initiative between Boise State University (BSU), Idaho State University (ISU), the University of Idaho (UI) and the Idaho National Laboratory (INL) that will address the critical energy issues facing our nation. Operating as a jointly managed research center, CAES will maximize the utilization of the energy-related capabilities of its member institutions and sponsors. Cross-organizational, peer-to-peer technical collaboration in areas of nuclear, renewable, fossil and alternative energy will be encouraged.

To ensure the success of CAES, as an enduring Idaho institution, approximately three million dollars in recurring funding is requested to build the research, policy, and educational capabilities of CAES. Specifically funding (PC) is requested to partially support 25 research active faculty members, 5 senior technicians, 3 full time CAES Associate Directors, and 3 administrative support persons (one per Associate Director), who will be recruited and hired over a period of four years. Operating costs (OE) are also requested.

These research faculty members will be hired by their respective universities on fiscal or academic year appointments as appropriate, with support for at least 6 months per year on this request. These hires will also be supported through CAES joint appointments and or joint research with the INL for the balance of their academic appointments and on grants and contracts for the summer. Researchers will be located in or spend time in the new CAES research building located in Idaho Falls, which was occupied July 2008. The costs presented are based upon FY2008 estimates.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base? **This request is for ongoing appropriated funding to make permanent the one-time funding granted by the State Legislature in the spring of 2008, as well as to build on the original base funding for the second year (see attachment). We request ongoing appropriated funding for the personnel listed below, as well as for the operating expenses listed above.**
2. What resources are necessary to implement this request?
 - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service. **8.3 FTE, as described in attached document.**

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- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted. **As listed in the attached documentation.**
- c. List any additional operating funds and capital items needed. **None.**
- 3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc. **The request is for ongoing funding.**
- 4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted? **Funding will allow the CAES collaborative to develop and maintain facilities and personnel vital to the developing understanding of alternative energy studies at the global, national, regional, and local scales.**

If this is a high priority item, list reason non-appropriated Line Items from FY 2010 budget request are not prioritized first. **This request is a continuation of the FY11 budget request.**

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BUSINESS AFFAIRS AND HUMAN RESOURCES
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AGENCY: University of Idaho
FUNCTION: General Education
ACTIVITY: CAES

Agency No.: 514
 Function No.: 01
 Activity No.:

FY 2012 Request
 Page 1 of 4 Pages
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A: Decision Unit No: 12.02		Title: Center for Advanced Energy Studies (CAES)			Priority Ranking 2 of 4
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	8.36				8.36
PERSONNEL COSTS:					
1. Salaries	694,770				694,770
2. Benefits	233,830				233,830
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	928,600				928,600
OPERATING EXPENDITURES by summary object:					
1. Supplies	30,000				30,000
2. Maintenance Costs	41,400				41,400
3. Services					
4. Other					
TOTAL OPERATING EXPENDITURES:	71,400				71,400
CAPITAL OUTLAY by summary object:					
1. Capital Equipment	0				0
TOTAL CAPITAL OUTLAY:	0				0
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	1,000,000				1,000,000

How connected to institution/agency and Board strategic plans:

This request supports the goals outlined in the University of Idaho - Idaho Falls (UIIF) strategic plan in the areas of "Clean Energy" and "Water and Energy" and is linked to the University's Strategic Goals 2 and 3. Specifically: Goal 2 – Scholarly and Creative Activity (UIIF – "Deliver strategically-focused integrated Energy, and Homeland Security research programs") and Goal 3 – Outreach and Engagement (UIIF – "Build stronger partnerships with INL and other state universities"). This also supports SBOE goal #1.7 – support and enhance the state's infrastructure and capacity for advanced energy studies through collaborative efforts between our three public universities and the Idaho National Laboratory at the Center for Advanced Energy Studies.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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Description:

One million dollars in recurring funding is requested to build the research, policy, and educational capabilities of the Center for Advanced Energy Studies (CAES)¹. Specifically eight (8) research active faculty members, two (2) senior technician positions, a full time Associate Director with a faculty appointment, and an Administrative Support person will be recruited and hired with the balance of the requested recurring funding being used for the maintenance of research equipment and general purpose computers and renewals. The costs presented are based on FY2010 estimates and have not been escalated for future years. Specifically the faculty members will support the energy research mission of CAES and will include:

- a) Three (3) nuclear scientists/engineers (hired by the College of Engineering in FY2008 and supported by one-time funding in FY2009),
- b) Energy Geoscientist (College of Science; recruited and hired in FY 2012),
- c) Biofuels/Bioenergy Scientist or Engineer (College of Agriculture and Life Sciences; recruited and hired in FY2010),
- d) Natural Resource/Water-Energy Scientist or Policy Expert (College of Natural Resources; recruited and hired in FY2011),
- e) Energy Law Professor (College of Law; recruited and hired in FY 2012), and
- f) Carbon Management Scientist (College of Science, College of Natural Resources, or College of Agriculture and Life Sciences; recruited and hired in FY 2012).

The faculty members will be hired by their respective colleges on academic year appointments, supported for 6 months per year on this request, and spend at least part of the year in the new 55,000

square foot CAES research building located in Idaho Falls. These hires will also be supported through CAES joint appointments with the Idaho National Laboratory (INL) for the remainder (3 months) of their academic appointments and on grants and contracts for the summers. In addition to the above faculty members, two technicians (supported half time by this request and half time by grants and contracts), a full time administrative support person (hired in FY2011), and a full time CAES associate director (hired in FY 2011 to replace the part-time director currently funded by the Idaho National Laboratory) will also be hired. Funds are also requested support the general research operational needs of the CAES faculty members, specifically

- a) Research equipment maintenance agreements and repairs (ongoing)
- b) Desk top computers and renewals (for both faculty and graduate students; ongoing)

¹ CAES is a public/private partnership between the State of Idaho through its academic research institutions, Boise State University (BSU), Idaho State University (ISU), the University of Idaho (UI), and the federal government through the Department of Energy and its Idaho National Laboratory (INL), which is managed by the private entity the Battelle Energy Alliance (BEA). Through its collaborative structure, CAES combines the efforts of these four research institutions to provide timely research support on both technical and policy issues.

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Budget requests by year and category are provided in the attached spreadsheet.

Questions:

1. What is being requested and why? **See description above.** What is the agency staffing level for this activity and how much funding by source is in the base? **See description above.**
2. What resources are necessary to implement this request?
 - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service. **See attachment**
 - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

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University of Idaho
Request for Recurring State Funding for
Center for Advanced Energy Studies
May 14, 2010

One million dollars in recurring funding is requested to build the research, policy, and educational capabilities of the Center for Advanced Energy Studies (CAES). Specifically eight (8) research active faculty members, two (2) senior technician positions, a full time Associate Director with a faculty appointment, and an Administrative Support person will be recruited and hired with the balance of the requested recurring funding being used for the maintenance of research equipment and general purpose computers and renewals. The costs presented are based on FY2010 estimates and have not been escalated for future years. Specifically, the faculty members will support the energy research mission of CAES and will include

- a) Three (3) nuclear scientists/engineers (hired by the College of Engineering in FY2008 and supported by one-time funding in FY2009)
- b) Energy Geoscientist (College of Science; recruited and hired in FY 2012)
- c) Biofuels/Bioenergy Scientist or Engineer (College of Agriculture and Life Sciences; recruited and hired in FY2010)
- d) Natural Resource/Water-Energy Scientist or Policy Expert (College of Natural Resources; recruited and hired in FY2011)
- e) Energy Law Professor (College of Law; recruited and hired in FY 2012)
- f) Carbon Management Scientist (College of Science, College of Natural Resources, or College of Agriculture and Life Sciences; recruited and hired in FY 2012)

The faculty members will be hired by their respective colleges on academic year appointments, supported for 6 month per year on this request, and spend at least part of the year in the new 55,000 square foot CAES research building located in Idaho Falls. These hires will also be supported through CAES joint appointments with the Idaho National Laboratory (INL) for the remainder (3 months) of their academic appointments and on grants and contracts for the summers. In addition to above the faculty members, two technicians (supported half-time by this request and half-time by grants and contracts), a full time administrative support person (hired in FY 2011), and a full time CAES associate director (hired in FY 2011 to replace the part-time director currently funded by the Idaho National Laboratory) will also be hired. Funds are also requested to support the general research operational needs of the new CAES faculty members, specifically



- a) Research equipment maintenance agreements and repairs (ongoing)
- b) Desktop computers and renewals (for both faculty and graduate students; ongoing)

BUSINESS AFFAIRS AND HUMAN RESOURCES
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Budget requests by year and category are provided in the attached spreadsheet.

 1 CAES is a public/private partnership between the State of Idaho through its academic research institutions, Boise State University (BSU), Idaho State University (ISU), the University of Idaho (UI), and the federal government through the Department of Energy and its Idaho National Laboratory (INL), which is managed by the private entity the Battelle Energy Alliance (BEA). Through its collaborative structure, CAES combines the efforts of these four research institutions to provide timely research support on both technical and policy issues.

University of Idaho									
Request for recurring State Funding for the Center for Advanced Energy Studies									
Base Salaries from 2007-08 Academic Year Market Salaries Survey for 100% Market Level, Associate Professor in appropriate disciplines or actual salary for existing hires*. (Oklahoma State University Faculty Salary Study). Fringe cacluated as 23.5% of Base Salary plus \$8.44K for Health Benefits. (OSP Website 5/14/10)							Request (\$K)		
	Position	Appointment (9mo/12mo)	Base Salary	Fringe	Salary plus Fringe	Fraction of Salary	FY2009 (actual, one-time funds)	FY2010	FY2011 and beyond
1	Nuclear (Material Science)*	9	\$ 76.59	\$26.44	\$103.02	0.67	\$ 76.20	\$ 69.03	\$ 69.03
2	Nuclear (Mechanical Engineering)*	9	\$ 95.38	\$30.85	\$126.23	0.67	\$ 75.98	\$ 84.58	\$ 84.58
3	Nuclear (Chemical Engineering)*	9	\$ 76.69	\$26.46	\$103.15	0.67	\$ 76.64	\$ 69.11	\$ 69.11
4	Energy Geoscientist*	12	\$ 76.00	\$26.30	\$102.30	0.67		\$ 68.54	\$ 68.54
5	Energy - Natural Resources	9	\$ 73.70	\$25.76	\$ 99.46	0.67	\$ 57.44	\$ 66.64	\$ 66.64
6	BioEnergy	9	\$ 78.46	\$26.88	\$105.34	0.67	\$ 81.96	\$ 70.58	\$ 70.58
7	Energy Law	9	\$106.91	\$33.57	\$140.48	0.67		\$ 94.12	\$ 94.12
8	Carbon Management	9	\$ 78.46	\$26.88	\$105.34	0.67		\$ 70.58	\$ 70.58
9	CAES Assoc. Director	12	\$164.97	\$47.21	\$212.17	1		\$ 212.17	\$ 212.17
10	Senior Technician (1)*	12	\$ 48.38	\$19.81	\$ 68.19	0.5	\$ 29.33	\$ 34.09	\$ 34.09
11	Senior Technician (2)	12	\$ 47.09	\$19.51	\$ 66.60	0.5		\$ 33.30	\$ 33.30
12	Managment Assistant	12	\$ 38.40	\$17.46	\$ 55.86	1		\$ 55.86	\$ 55.86
Total Labor			\$961.03				\$ 397.55	\$ 928.60	\$ 928.60
Desk Top Computing Renewal (12 per year at \$2.5K each)								\$ 30.00	\$ 30.00
Maintenance/Repair of Equipment								\$ 41.40	\$ 41.40
Total Request							\$ 397.55	\$ 1,000.00	\$ 1,000.00

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BUSINESS AFFAIRS AND HUMAN RESOURCES
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AGENCY: Special Programs
FUNCTION: Scholarships & Grants
ACTIVITY:

Agency No.: 516
 Function No.: 03
 Activity No.:

FY 2012 Request
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A: Decision Unit No: 12.01		Title: GEAR UP SCHOLARSHIPS			Priority Ranking 1 of 1
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)			0.25		0.25
PERSONNEL COSTS:					
1. Salaries			\$ 6,600		\$ 6,600
2. Benefits			3,400		3,400
3. Group Position Funding					
TOTAL PERSONNEL COSTS:			\$10,000		\$10,000
OPERATING EXPENDITURES by summary object:					
1. General Services			\$ 1,000		\$ 1,000
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:			\$239,000		\$239,000
LUMP SUM:					
GRAND TOTAL			\$250,000		\$250,000

Supports institution/agency and Board strategic plans:

Goal 1, Objective A

Goal 1, A Well Educated Citizenry, calls for providing opportunities for individual enhancement and Objective A, Access, advocates for increasing access for individuals of all ages, abilities, and economic means to Idaho's P-20 educational system.

Performance Measure: Percent of need met by available need-based financial aid.

GEAR UP (Gaining Early Awareness and Readiness for Undergraduate Programs) is a federal discretionary grant program designed to increase the number of low-income students who are prepared to enter and succeed in postsecondary education. This program provides six-year grants to states and partnerships to provide services at high-poverty middle and high schools which are designated as GEAR UP schools.

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GEAR UP provides students an opportunity to apply for a 4-year renewable scholarship based upon financial need and level of participation in the program and funding for participating students to prepare for and take the ACT test. The GEAR UP Program will serve over 5,500 students in Idaho during the life of the grant.

Description:

GEAR UP started in Idaho in 2007 with the renewable scholarships starting in FY 2013. The scholarships funds are on hand, however spending authority is needed in order to authorize payments.

The 2010 Legislature passed HB 394 which established the Mastery Advancement Pilot Program. This program will permit certain students in certain Idaho public schools, including Idaho public charter schools, to successfully proceed through school curriculum at their own pace. As a result, spending authority may be required in FY 2012 for students graduating early under the new Mastery Advancement Pilot Program.

No more than twenty-one (21) school districts and no more than three (3) charter schools may participate in the program. Participating districts will be determined through an application process established by the state department of education. Any student who successfully completes a school district's grades 1-12 curriculum at least one (1) year early will be eligible for a mastery advancement scholarship if the student has met all of the graduation requirements of the school district in which the student attends school.

The mastery advancement scholarship may be used for tuition and fees at any publicly funded institution of higher education in Idaho. The amount of the scholarship is equal to 35% of the statewide average daily attendance-driven funding per enrolled pupil for each year of grades 1-12 curriculum. The school district or charter school will also receive an amount equal to each scholarship

The number of GEAR UP schools that may apply to be part of the 21 school districts will not be known until September 1, 2010. The Department of Education GEAR UP coordinator estimates about 4, or 20%, of the 21 GEAR UP districts may take advantage of the Mastery Advancement Pilot Program. The 2012 cohort for all 21 GEAR UP districts contains approximately 1,744 students. Twenty percent of this cohort would equal 349 students. Ten percent of this cohort might graduate early, which approximate 35 students. The highest possible scholarship award under GEAR UP is \$5,500. Based on these estimates, spending authority needed for the GEAR UP scholarships would be \$192,500. This line item request asks for \$250,000 in spending authority (should the estimates prove too conservative), a part-time FTE and minimal amount of operating expenses to administer the grants in the first year. The GEAR UP program allows \$65,000 for administrative costs, and subsequent requests for administrative costs spending authority may increase in fiscal years FY 2013 and beyond.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

This request reflects \$250,000 in federal funds spending authority for GEAR UP scholarships that may be necessary for those students graduating early under the Mastery Advancement Pilot Program. This request does not affect staffing levels. The current budget base does not include spending authority for the GEAR UP scholarships. The FY 2013 budget request will include a line item request for the regular GEAR UP scholarships that will be awarded from FY 2013 through 2018.

2. What resources are necessary to implement this request?

- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

Part-time (.25 FTE) GEAR UP scholarship administrator

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

Existing personnel assigned to scholarship programs are working at capacity which necessitates the need for additional staffing.

- c. List any additional operating funds and capital items needed.

\$1,000 is operating expenses for communications, mailing, and other expenses.

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).

Federal spending authority with grant funds already awarded.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

GEAR UP is designed to increase the number of low-income students from high-poverty middle and high schools that are prepared to enter and succeed in postsecondary education. GEAR UP provides students an opportunity to apply for a 4-year renewable scholarship based upon financial need and level of participation in the program and funding for participating students to prepare for and take the ACT test. The GEAR UP Program will serve over 5,500 students in Idaho during the life of the grant.

Funding is in place. This request is for spending authority only.

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

N/A

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

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AGENCY: Office of the State Board of Education

Agency No.: 516

FY 2012 Request

FUNCTION: OSBE Administration

Function No.: 03

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ACTIVITY:

Activity No.:

Original Submission X or

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A: Decision Unit No: 12.02		Title: Opportunity Scholarship			Priority Ranking 2 of 2
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	0.00				0.00
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES by summary object:					
1. Travel					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1. PC and workstation					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:	1,000,000				1,000,000
LUMP SUM:					
GRAND TOTAL	1,000,000				1,000,000

Supports institution/agency and Board strategic plans:

Category: New/Expanded Programs

Title: Opportunity Scholarship Programs

The Opportunity Scholarship is Idaho's primary need-based scholarship. It is designed on a shared responsibility model with state dollars being the "last dollars". This means that a student must apply for federal aid, have a self or family contribution element before they would be eligible for the Opportunity Scholarship. In FY 2007 and FY 2008, the initial years of this program, \$10 million dollars was put into an endowment fund and \$1.925 million was designated to fund scholarships for the 2007-2008 and 2008-2009 academic years. Approximately 700 students each year have received this renewable scholarship with the

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majority of students receiving the maximum award of \$3,000. Unfortunately, as result of the financial difficulties during the last few years, funds were not available to fund neither the endowment nor the ongoing scholarships. In FY 2010 the Legislature appropriated \$1,000,000 from the corpus of the fund. In addition, the earnings on the fund are continuously appropriated to the State Board to carry out the purpose of the fund. In FY 2011, no appropriation was made, so the Board was limited to use of the earnings. This may permit the Board to fund qualifying renewals, but new awards will be very limited. This request is for \$1,000,000 from the General Fund to assist in funding scholarships for FY 2012 and to avoid further drawing down the principal of the fund.

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AGENCY: Boise State University
FUNCTION: Biomedical Research
Initiative with VA Medical Center

Agency No.: 512

FY 2012 Request

Function No.: 01

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ACTIVITY:

Activity No.:

A: Decision Unit No: 12.03		Title: Biomedical Research			Priority Ranking 3 of 4
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	4.5				
PERSONNEL COSTS:					
1. Salaries and Benefits	244,000				
2. Graduate Assistants	266,608				
TOTAL PERSONNEL COSTS:	510,608				
OPERATING EXPENDITURES by summary object:					
1. Operating Costs/Equipment	37,000				
TOTAL OPERATING EXPENDITURES:	37,000				
CAPITAL OUTLAY by summary object:					
1. Library supporting acquisitions	20,000				
TOTAL CAPITAL OUTLAY:	20,000				
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	567,608				567,608

How connected to institution/agency and Board strategic plans:

Boise State University has been developing the biomolecular sciences as a primary research focus since 2000, with particular emphasis on protein structure and function. This highly interdisciplinary effort directly targets diverse biomedical applications, and is central to the NIH-funded Biomedical Research Infrastructure Network (BRIN) and the IDeA Network for Biomedical Research Excellence (INBRE) collaborations that involve Boise State University, Idaho State University, the University of Idaho, and the Veterans Affairs Medical Center in Boise.

Biomolecular and biomedical research infrastructure at Boise State University is the result of numerous NSF Major Research Instrumentation grants, funding of the Institute for Musculoskeletal Research by the Idaho Higher Education Research Council in 2007, a recent \$4M NIH grant to construct a vivarium, and the hiring of new faculty members in key areas.

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The funds requested here build on these earlier successes and continue the development of a strong collaborative research presence in Boise, including the eventual launch of a PhD program in the biomolecular sciences.

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AGENCY: Idaho State University

FUNCTION: General Education

ACTIVITY: F. VA Biomedical Research

Agency No.: 513

Function No.: 1000

Activity No.:

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Veterans Administration					
A: Decision Unit No: 12.03	Title: Biomedical Research Collaborative		Priority Ranking 3 of 3		
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	3.5				3.5
PERSONNEL COSTS:					
1. Salaries	300,000				300,000
2. Benefits	120,000				120,000
3. Group Position Funding (GAs)	120,000				120,000
TOTAL PERSONNEL COSTS:	540,000				540,000
OPERATING EXPENDITURES by summary object:					
1. Travel	3,000				3,000
2. Materials and Supplies	25,000				25,000
TOTAL OPERATING EXPENDITURES:	28,000				28,000
CAPITAL OUTLAY by summary object:					
1. Start-up equipment (one-time)	275,000				275,000
TOTAL CAPITAL OUTLAY:	275,000				275,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	843,000				843,000

How connected to institution/agency and Board strategic plans:

Idaho State University has begun developing the framework for a largescale biomedical research enterprise by exploiting the synergistic interactions among the existing scholarly resources within the ISU campus as well as drawing upon the State's biomedical and biotechnology industry and other segments of interdisciplinary biomedical research within the State of Idaho, most particularly infectious disease research at the Veterans Affairs Medical Center in Boise. Thus, in order to most effectively leverage biomedical expertise at institutions across Idaho, we seek to strengthen ISU's position as the lead institution in Idaho for biomedical research, in collaboration with the VA, the University of Idaho and Boise State University. Research and teaching efforts centered on the VA Biomedical Collaborative further the following strategic goals, as articulated in the current ISU and SBOE strategic plans:

Goal 1 — Achieve academic excellence in undergraduate, graduate, professional and technical education. (SBOE Main Goals: Access and Quality)

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Goal 2 — Increase the University's research profile to strengthen our institutional curricula and ability to meet societal needs through the creation of new knowledge. (SBOE Main Goals: Quality and Access)

Goal 3 — Advance medical and health care education throughout the state and region through increasing the quality of healthcare, the number of practicing health care professionals, and promotion of translational research. (SBOE Main Goals: Quality and Access)

Goal 4 — Prepare students to function in a global society. (SBOE Main Goals: Quality and Access)

Goal 5 — Focus institutional, instructional, and research expertise on community and societal needs throughout the state, region, nation, and world. (SBOE Main Goals: Quality and Access)

Goal 6 — Promote the efficient and effective use of resources. (SBOE Main Goals: Access and Efficiency)

Description:

This line item request will provide financial resources to fund two faculty positions, a post-doctoral fellowship position, and a portion of a grant writer, as well as graduate assistantships, to support the SBOE strategic plan to enhance biomedical research across the State of Idaho. As described in other institutional requests, the goal of this plan is to increase biomedical research and graduate education in biomedical fields in Idaho and to establish a critical mass of innovative, productive biomedical investigators at the Veterans Affairs Medical Center in Boise. This is a collaborative effort with Veterans Affairs, UI, and BSU.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base? **As noted above, funding for 3.5 fte, as well as funding for graduate assistantships.**
2. What resources are necessary to implement this request?
 - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service. **See above.**
 - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted. **None.**
 - c. List any additional operating funds and capital items needed. **NA.**
3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc. **This request is for ongoing and one-time appropriated funding, as articulated above.**
4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted? **See above.**
5. If this is a high priority item, list reason non-appropriated Line Items from FY 2011 budget request are not prioritized first. **This is a new request for ongoing and one-time appropriated funding.**

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AGENCY: University of Idaho
FUNCTION: General Education
ACTIVITY:

Agency No.: 514
 Function No.:
 Activity No.:

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A: Decision Unit No: 12.03		Title: Biomedical Research			Priority Ranking 3 of 4
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	2.30				2.30
PERSONNEL COSTS:					
1. Salaries	205,000				205,000
2. Benefits	72,000				72,000
3. Group Position Funding	120,000				120,000
TOTAL PERSONNEL COSTS:	397,000				397,000
OPERATING EXPENDITURES by summary object:					
1. Travel	3,000				3,000
2. Supplies	20,000				20,000
TOTAL OPERATING EXPENDITURES:	23,000				23,000
CAPITAL OUTLAY by summary object:					
1. Startup/lab equipment (one-time)	250,000				250,000
TOTAL CAPITAL OUTLAY:	250,000				250,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	670,000				670,000

How connected to institution/agency and Board strategic plans:

UI Goals – Scholarly and Creative Activity, and Outreach and Engagement

SBOE Goal – Goal 1, Quality; Objective 4 Enhance the State's infrastructure and capacity for biomedical research through collaborative efforts between our three public universities and the Veterans Affairs Medical Center (VAMC) Biomedical Research Expansion Initiative.

Description:

This request is for two faculty positions, startup funds, graduate stipends, and a portion of a grant writer to support the SBOE strategic plan to enhance biomedical research in Idaho. The goal of this plan is to increase graduate education in biomedical fields in Idaho and to establish

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a critical mass of innovative, productive biomedical investigators at the Veterans Affairs Medical Center in Boise. This is a collaborative effort with Veteran's Affairs, ISU, and BSU.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base? **As noted above.**
2. What resources are necessary to implement this request?
 - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service. **As noted above.**
 - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted. **NA**
 - c. List any additional operating funds and capital items needed. **None.**
3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc. **NA**
4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted? **As noted above.**
5. If this is a high priority item, list reason non-appropriated Line Items from FY 2009 budget request are not prioritized first.

STATE BOARD OF EDUCATION
Strategic Initiatives

By Institution/Agency	Amount	Page #	Option A	Option B	Option C	Approved	One-Time
1 Boise State University	\$1,281,000		\$0	\$0	\$0	\$0	\$0
Ph.D Public Policy and faculty positions	\$1,281,000	3					
3 University of Idaho	\$350,000		\$0	\$0	\$0	\$0	\$0
Library Materials and Resources	\$350,000	5					
4 Lewis-Clark State College	\$585,000		\$0	\$0	\$0	\$0	\$0
PACE & Biology Pgm Enhancements	\$585,000	9					
5 Community Colleges	\$1,542,700		\$0	\$0	\$0	\$0	\$0
CSI: Nursing Positions	\$175,800	13					
NIC: Capacity Needs	\$335,700	17					
CWI: Enrollment Growth	\$1,031,200	19					
6 Office of the State Board of Education	(\$17,000)		\$0	\$0	\$0	\$0	\$0
Transfer GIANTS to SDE	(\$17,000)	23					
7 Health Programs	\$298,000		\$0	\$0	\$0	\$0	\$0
WWAMI: CdA Family Medicine Residency	\$55,000	25					
Internal Medicine Residency	\$243,000	27					
8 Idaho Public Television	\$313,700		\$0	\$0	\$0	\$0	\$0
Idaho Experience	\$313,700	29					
9 , Idaho Division of Vocational Rehabilitation	\$150,000		\$0	\$0	\$0	\$0	\$0
Rehabilitation Administration Services Match	\$150,000	33					
Total	\$4,503,400		\$0	\$0	\$0	\$0	\$0

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AGENCY: Boise State University
 FUNCTION: Strategic Initiatives –
 Academic Affairs

Agency No.: 512

FY 2012 Request

Function No.: 01

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ACTIVITY:

Activity No.:

A: Decision Unit No: 12.04		Title: Ph.D in Public Policy			Priority Ranking 4 of 4
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	12				12
PERSONNEL COSTS:					
1. Salaries and Benefits	880,800				880,800
Includes 4 Grad. Asst. positions for Ph.D in Public Policy					
TOTAL PERSONNEL COSTS:	880,800				880,800
OPERATING EXPENDITURES by summary object:					
1. Operating Expenses	50,200				50,200
.					
TOTAL OPERATING EXPENDITURES:	50,200				50,200
1. <u>ONE-TIME</u> START-UP FOR Ph.D in Public Policy	350,000				350,000
TOTAL ONE TIME	350,000				350,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	1,281,000				1,281,000

The line item also includes a request for funding the approved Ph.D in Public Policy and Administration. This program is aligned with the primary areas of emphasis defined for Boise State University by the State Board of Education Institutional Role and Mission statement (social sciences, public affairs), and the statewide mission programs assigned to Boise State University by State Board of Education policy III.Z (public policy, urban regional planning). It connects to the Board's vision of quality and accessible education that provides for an intelligent and well-informed citizenry. The program is listed by Boise State University in the State Board of Education 8-Year Plan for Educational Development) and was approved by the State Board of Education in April 2008.

The program supports Boise State University's strategic plan in that it will contribute to the institution's continued development of "academic excellence," "public engagement" and "exceptional research."

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There is a critical need for policy research and effective public administration in Idaho. The proposed Ph.D. in Public Policy and Administration at Boise State University will focus specifically on policy research – policy analysis and program evaluation. The focus on policy research is beneficial because students will leave the program with analytical skills that are applicable to any policy area that can contribute to state and local government.

Description:

This FY 2012 budget request is for funding to launch a research-based Doctor of Philosophy in Public Policy and Administration program in the College of Social Sciences and Public Affairs. This program will help fulfill Boise State University's obligation to provide needed public policy and political science programs for the state. There already exists a strong faculty in the Department of Political Science and Department of Public Policy Administration that form a solid base for this degree.

The request includes funding for five faculty lines, four graduate assistants, administrative and research support staff, and \$50,231 for on-going operating expenses. In addition, there is a one-time funding request for \$350,000 to assist with hiring and start-up costs associated with launching the program.

This new program complements the existing Master of Public Administration program and the Master of Community and Regional Planning program. All three programs take full advantage of the location of Boise State University in the state center of government, commerce, and industry, and in the most populous city and county of Idaho. The doctoral program in public policy and administration is also closely connected with the leading role of Boise State University in the Energy Policy Institute, which is part of the Center for Advanced Energy Studies, a key partnership between Idaho's three universities and the Idaho National Laboratory.

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AGENCY: University of Idaho
FUNCTION: General Education
ACTIVITY:

Agency No.: 514
 Function No.: 01
 Activity No.:

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Inflationary Increase on Key					
A: Decision Unit No: 12.04	Title: Collections			Priority Ranking 4 of 4	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES by summary object:					
1. Travel					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
1. Library Inflation	350,000				350,000
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	350,000				350,000

Supports institution/agency and Board strategic plans:

Goal 1 Objective 1 To facilitate the recruitment and retention of a diverse and highly qualified workforce of teachers, faculty, and staff, continue the development of a career advancement, professional development, and compensation system that recognizes and rewards knowledge, skills, and productivity.

A comprehensive and up-to-date Library is essential to attract and hold world class faculty, research staff and students, both graduate and undergraduate. Without critical and timely library resources, the quality of research and instruction will suffer and outstanding individuals will not have ready access to the information they need.

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Goal 1 Objective 3 Enhance the State's infrastructure and capacity for biomedical research through collaborative efforts between our three public universities and the Veterans Affairs Medical Center (VAMC) Biomedical Research Expansion Initiative.

Goal 1 Objective 6 Support and enhance the state's infrastructure and capacity for collaborative research efforts within and among Idaho public universities and colleges and between those institutions and various state, federal, NGO, and private entities.

Goal 2 Objective 8 Enhance opportunities for lifelong learning.

Goal 3 Objective 5 Improve the efficiency of postsecondary educational resources.

Description:

This line item request is to fund the inflationary costs increases of the electronic databases and periodical subscriptions in the University Library. After several years of review, during which the key corpus of materials was reduced to essential publications, the Library is unable to fund the growing inflationary cost increases on these materials. The collection is essential to the instruction and research functions of the University. The electronic databases and periodicals alone have a value of nearly \$3 million and provide access to researchers, faculty and students at our many centers throughout the state. Failure now to fully maintain the collection of key materials only means a greater expense later as the library tries to catch up with essential publications. The databases and periodicals include the most essential works in science, particularly the biomedical sciences; these are also among the most expensive materials to support and are particularly difficult to replace if we do not keep up the subscriptions services. The Library is also suspending the purchase of monographs. Monograph purchases can be handled with one-time funds, but the databases and electronic publications require base support on an on-going basis.

Questions:

1. What is being requested and why? How much funding by source is in the base?

The University Library is requesting base funds of \$350,000 to sustain the current level of electronic databases and publications after a process to pare that collection to the essentials. The base funding for all the materials in question totals nearly \$4 million.

2. What resources are necessary to implement this request?

Ongoing general funds

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

The entire University community is served by this request as it maintains needed research and instructional materials for a quality institution. Because much of the material is in electronic format, the request particularly serves the extended university community – centers in various parts of the state; researchers not on the main campus; distance education students accessing the materials from distant locations. If the request is not

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funded, the institution will lose key materials and may have to further reduce the number of services we are able to provide to faculty, researchers and students.

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

Recent institutional base budget reductions have reached a point that they are impacting our ability to provide essential services. These Library needs cannot be met with one-time funds since they are the cumulative effect of inflationary increases in the on-going cost of these materials and there will be further inflationary cost increases in each of the coming years. Providing base funding for FY 2012 will enable the University to find solid financial footing and position itself to cover subsequent increased costs for these materials.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

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AGENCY: Lewis-Clark State College
FUNCTION:
ACTIVITY: PACE & Biology Pgm Enhancements

Agency No.: 511
 Function No.:
 Activity No.:

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A: Decision Unit No: 12.02		Title: PACE & Biology Pgm Enhancements			Priority Ranking 2 of 2
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	6.00				6.00
PERSONNEL COSTS:					
1. Salaries	349,000				349,000
2. Benefits	127,500				127,500
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	476,500				476,500
OPERATING EXPENDITURES by summary object:					
1. Instructional Materials	12,000				12,000
2. Supplies	20,500				20,500
3. Program Expense	11,000				11,000
TOTAL OPERATING EXPENDITURES:	43,500				43,500
CAPITAL OUTLAY by summary object:					
1. Computers/Office Setup	30,000				30,000
2. Instructional Computers/Technology	35,000				35,000
TOTAL CAPITAL OUTLAY:	65,000				65,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	585,000				585,000

How connected to institution/agency and Board strategic plans:

Idaho State Board of Education Strategic Plan 2010-2014

Idaho State Board of Education Mission and Goal Statement for Lewis-Clark State College

Description:

Strategic Plan 2010-2014

- Goal: Quality – Set policy and advocate for continuous improvement of the quality of Idaho's educational system.

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- Objective 2. Increase the availability of highly qualified teachers, especially in high need areas.
- Goal: Access - Set policy and advocate for improving access for individuals of all ages, abilities, and economic means to Idaho's educational system.

Mission and Goal Statement for Lewis-Clark State College

- In accordance with its role and mission statement approved by the State Board of Education, LCSC's primary emphasis areas are business, criminal justice, nursing, social work, teacher preparation, and professional-technical education.
- The State Board directs LCSC to maintain basic strengths in the liberal arts and sciences, which provide the core (general education) portion of the curriculum.
- Other assigned emphasis areas are the provision of select programs offered on and off campus, at non-traditional times, using non-traditional means of delivery, to serve a diverse student body.

The Pathways to Alternate Certification and Endorsement (PACE) Programs address all three goals by allowing individuals that are place-bound in rural and remote areas throughout Idaho to earn teacher certification through distance learning technologies.

The Natural Sciences Division provides required courses for the Bachelor of Science in Nursing, the Associate of Science in Radiologic Technology, and the Bachelor of Science in Medical Diagnostic Imaging degrees.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

Funding is requested to support personnel, OE and CO needs for expanding the Elementary and Secondary PACE programs and required course offering by the Division of Natural Sciences and Mathematics. PACE is a nationally recognized, unique, alternative certification program that meets the needs of individuals and school districts throughout the state, particularly as districts struggle to meet the requirements for highly qualified teachers as specified in the No Child Left Behind legislation.

This proposal serves the pre-Nursing, pre-Radiographic Technician and pre-Dental Hygiene programs at Lewis-Clark State College. These programs are currently experiencing rapid growth with the infusion of new resources and the new Nursing & Health Science facility. These positions will allow us to accommodate the increased enrollments in these programs by offering needed capacity in critical allied health courses including: Anatomy (BIOL 252), Physiology (BIOL 253), Microbiology (BIOL 250), General/Organic/Biochemistry for Health Sciences (CHEM 105), Nursing Genetics (ID 307) and Pathophysiology (BIOL 312).

The Assistant Professor of Biology position represents much needed new capacity for programs both in the Health Sciences and in Natural Science. The Associate Professor of Biology has been funded on the NIH-INBRE grant for the past four years and the incumbent faculty member currently delivers key pre-nursing courses as well as online General

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Education Core laboratory science which serves rural students located at distant sites. This grant funding expires in April 30, 2009 and retention of this position is necessary.

2. What resources are necessary to implement this request?

- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

Assistant Professors (4): \$45,000 + fringe & health insurance; full-time 9 month; anticipated hire August 2011; teach 24 credit hours per year of critical courses, advising, scholarship & service, other duties as assigned by Division Chair.

Association Professors (1): \$48,000 + fringe & health insurance; full-time 9 month; anticipated hire August 2011; teach 24 credit hours per year of critical courses, advising, scholarship & service, other duties as assigned by Division Chair.

Instructional Technician (1): \$32,000 + fringe & health insurance; support students in a distance learning technology environment

Adjunct Faculty: \$89,000 + fringe & no health insurance benefits; to teach summer credits as needed for the PACE Teacher Education Programs

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted. None
- c. List any additional operating funds and capital items needed.

Operating funds: instructional materials, supplies, direct program expenses

Capital: computers and office setup; instructional computers

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc.

On-going general funds

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

The PACE Programs currently serve 177 candidates, 85 in elementary education, 89 in secondary education, and 3 in Special Education in rural and remote districts throughout the state. If this request is not funded, we will not be able to expand the programs which will limit access.

The Biology positions will allow us to increase by 75 the number of pre-Nursing and other allied health students served. If this request is not funded, we will not be able to expand the course offerings in support of Nursing and other allied health programs.

5. If this is a high priority item, list reason non-appropriated Line Items from FY 2011 budget request are not prioritized first.

NA -This request was included in FY2010 and FY2011 budget requests

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AGENCY: College of Southern Idaho
FUNCTION: Education
ACTIVITY:

Agency No.:
 Function No.:
 Activity No.:

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A: Decision Unit No: 12.02		Title: Nursing Positions			Priority Ranking 2 of 2
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	3.4				3.4
PERSONNEL COSTS:					
1. Salaries	126,200				126,200
2. Benefits	49,600				49,600
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	175,800				175,800
OPERATING EXPENDITURES by summary object:					
1. Supplies	0				
2. Materials	0				
TOTAL OPERATING EXPENDITURES:	0				
CAPITAL OUTLAY by summary object:					
1. Equipment	0				
TOTAL CAPITAL OUTLAY:	0				
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	175,800				175,800

How connected to institution/agency and Board strategic plans:

Board Goal Access - Goal 5

Increase student access to programs that produce graduates qualified to enter high-demand careers, as defined by the Department of Labor. This may include relevant medical education programs (nursing, physician assistant, health technicians, and physicians).

CSI Goal 1: Provide convenient, affordable and equitable access to our programs, services and resources.

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Description:

The FY 2010 appropriation included \$730,700 in federal stimulus funds to partially offset the 7% general fund base reduction and 5% cut in personnel costs. The fee increases approved by the College of Southern Idaho Board of Trustees for FY 2010 were estimated to make up the difference.

As a result of adjustments to the amount stimulus funds available for higher education for FY 2011, CSI will receive \$205,400. There are no stimulus funds anticipated for FY 2012.

The request for 3.4 full time equivalent nursing faculty salaries and benefits is to continue to maintain faculty that have been previously funded with grant and community donated funds. Through this proposal, these faculty members will move to the general fund base for funding. This will allow us to continue to operate our nursing program and provide the proper staffing for our new health science and human services building.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

The request is to provide funding for faculty members who have been funded through grants, donations or stimulus funds over the last four years. These positions are critical in maintaining the current level of nurses we graduate from CSI each year. Approximately 109 registered nurses graduate from our program each year.

There are currently 16.4 FTE of instructional staff in the nursing department funded in our general fund base.

2. What resources are necessary to implement this request?

- d. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

See Attached Spreadsheet

- e. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

These positions are currently integrated into our nursing department. We do not expect existing operations to be negatively impacted.

- f. List any additional operating funds and capital items needed.

No additional funding other than salaries is needed.

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc.

We will continue to utilize grant funds to the maximum extent possible. These faculty were funded on grants and donated funds that have ended and we need to keep them in order to maintain our 109 registered nursing graduates each year.

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4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

The students and staff of the College of Southern Idaho are the primary beneficiaries of this request. Ultimately, the residents of the Magic Valley and the state will benefit from the health care providers educated in this facility.

If the request is not funded, we will be faced with the reallocation of resources or the loss of these individuals as faculty. At a time when nursing and health care providers are critically needed, it does not make good economic sense to reduce our program numbers.

5. If this is a high priority item, list reason non-appropriated Line Items from FY 2009 budget request are not prioritized first.

This is our number two priority. This decision unit was requested but was not funded last year. We continue to have difficulties funding these positions through the CSI general fund, donated funds and grants. Based upon current commitments, donated funds are decreasing from approximately \$170,000 in FY 2010 to \$50,000 in FY 2011 and FY 2012. Additionally, other grant funding has ended.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

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AGENCY: North Idaho College
FUNCTION: Community College
ACTIVITY: Strategic Initiatives

Agency No.: 120601
 Function No.:
 Activity No.:

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A: Decision Unit No: 12.01		Title: Capacity Needs			Priority Ranking 1 of 1
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	2.00				2.0
PERSONNEL COSTS: (1) Director of Nursing (2) eLearning System Administrator					
1. Salaries	120,000				120,000
2. Benefits	50,000				50,000
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	175,000				175,000
OPERATING EXPENDITURES by summary object:					
1. Renovations/Remodeling					
a) Communications classrooms	a) 7,500				
b) Update equipment and furniture in Boswell Hall	b) 78,200				
c) Social Science Division space expansion	c) 75,000				
	All OE is One-Time				
TOTAL OPERATING EXPENDITURES:	160,700				160,700
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	335,700				335,700

Supports institution/agency and Board strategic plans:

Goal: Access, Objective 5 – Increase student access to programs that produce graduates qualified to enter high-demand careers

Performance Measure: Number of graduates qualified to enter high-demand careers

Goal: Access, Objective 4 – Improve the rate of high school graduates advancing to postsecondary education, including minority students

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Performance Measure: Number of high school graduates and minority students advancing to postsecondary education

NIC Strategic Plan Goal: Improve and expand educational opportunities, programs and courses for the student population and community.

Description:

North Idaho College is requesting \$335,700 for personnel and facility remodeling to allow the college to serve more students. NIC has experienced unprecedented growth over the last two years and it anticipates a new record for enrollment in FY11. The college has been unable to expand programs or course offerings in part due to not having the personnel available to facilitate the increased student population or the space available to place the additional students.

NIC's first priority is to expand our offerings in the health professions area. Unfortunately, due to budget constraints the college has not been able to add staff to this area. Our request to add a Director of Nursing position is made to free up time of our current staff and allow them the time to develop much needed new health profession programs like physical therapist assistant or dental assistant programs. Our current staffing levels do not allow for thoughtful strategic planning for new programs as they are occupied with the demands of our existing programs. A new employee charged with directing our nursing programs will provide time for our Dean of Nursing and Health Professions to fully study and develop high-demand programs.

The college's second personnel request is for an eLearning System Administrator. NIC has greatly expanded its eLearning presence in the state and region. The eLearning System Administrator would assist with the implementation, management, and improvement of North Idaho College's learning management system and other eLearning applications, and manage general security, backup, reliability and automation aspects of the system. Our eLearning staff are experts at developing course improvement strategies, but they lack the expertise of a systems administrator. This new position would allow NIC to expand its eLearning offerings, assure security of our system, and innovation in our delivery processes.

Our operating expenditures requests involve renovating existing spaces to allow for instructional innovation and better utilization of space. The college's Communications department has established a comprehensive assessment technique, but lacks the necessary technology to deal with the increased enrollment. Their request would allow the college to equip rooms with appropriate technology for video and audio capture and streaming video capability, while expanding the number of seats available in the Speech classes.

Another academic division of the college experiencing tremendous growth is our Social Science Division. Their current quarters are limiting and inefficient. This request for remodeling funding will allow the division to better utilize the space they occupy and thereby better serve more students.

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AGENCY: Community Colleges
FUNCTION: College of Western Idaho
ACTIVITY:

Agency No.: 507
 Function No.: 01
 Activity No.:

FY 2012 Request
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A: Decision Unit No: 12.02		Title: Enrollment Growth			Priority Ranking 2
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	5.00				5.00
PERSONNEL COSTS:					
1. Salaries	\$ 200,000				\$ 200,000
2. Benefits	\$ 87,200				\$ 87,200
3. Group Position Funding	\$ 500,000				\$ 500,000
TOTAL PERSONNEL COSTS:	\$ 787,200				\$ 787,200
OPERATING EXPENDITURES by summary object:					
1. Operating Expenses	\$ 244,000				\$ 244,000
2.					
TOTAL OPERATING EXPENDITURES:	\$ 244,000				\$ 244,000
CAPITAL OUTLAY by summary object:					
1. Replacement Capital					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	\$ 1,031,200				\$ 1,031,200

How connected to institution/agency and Board strategic plans:

This request is connected to the CWI strategic plan's goals as follows:

Goal 2: CWI attracts and retains students through quality teaching, accessible and affordable programs and responsive approach.

Goal 4: CWI provides quality services to all learners to enhance community vitality, employability and personal achievement.

Goal 7: CWI keeps pace with future learning through state of the art environment and facilities.

Having sufficient funding per academic FTE will allow CWI to achieve these several goals.

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Description:

This FY 2012 Line Item is being submitted in conjunction with an FY 2011 Supplemental Appropriation request. Both requests are designed to allow CWI to be funded at the same amount per academic full time equivalent (FTE) student as North Idaho College (NIC) and the College of Southern Idaho (CSI). This amount is approximately \$2,787, (based upon the FY 2011 General Fund original appropriation to those institutions and FY 2010 student full-time equivalent enrollment information provided by NIC & CSI). Using this per-academic FTE amount, the FY 2011 General Fund appropriation to CWI would support 1,511 student FTE. The projected CWI student FTE for 2011 is 2,464, a gap of 953. Multiplying \$2,787 times 953 equals \$2,656,000 (rounded), which is requested for a Supplemental Appropriation.

Assuming the FY 2011 Supplemental was fully-funded, the projected CWI student FTE for 2012 is 2,834, a gap of 370 (i.e. 2834 FTE minus 2464 FTE). Multiplying \$2,787 times 370 equals \$1,031,200 (rounded), which is requested for FY 2012. Of course if the Supplemental were not funded, that amount would need to be added to the FY 2012 request if funding parity were to be possible.

CWI assumes a 15% growth rate in credit hours generated from FY 2011 to FY 2012.

This request is not part of the FY 2012 Enrollment Workload Adjustment (EWA) request because CWI does not yet have the 3-year rolling average enrollment history needed for the actual EWA calculation. FY 2012 will be the third full year of academic operations for CWI.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

CWI requests additional support for enrollment growth in FY 2011.

2. What resources are necessary to implement this request?

- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.
- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.
- c. List any additional operating funds and capital items needed.

If this request was approved, CWI would first consider hiring instructional faculty. The ratio of full- to part-time (adjunct) would be determined based upon the amount appropriated. Remaining funds would be used for Operating Expenses at the college, primarily infrastructure (utilities, information technology) related, as determined by enrollment circumstances.

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3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc.

Ongoing general funds are being requested.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

Existing and new students will be served with this request. Not funding this request will cause difficulties in meeting community expectations for an open access community college, particularly in light of the tremendous sustained enrollment growth being experienced by CWI.

5. If this is a high priority item, list reason non-appropriated Line Items from FY 2011 budget request are not prioritized first.

This item was requested in the FY 2011 budget request as an FY 2010 Supplemental with FY 2011 Line Item, and was recommended by the Governor, but was not funded.

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AGENCY: Office State Board of Education

Agency No.: 501

FY 2012 Request

FUNCTION: Office State Board of Education

Function No.: 02

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ACTIVITY:

Activity No.:

Original Submission X or
Revision No. ____

A: Decision Unit No: 12.01		Title: Transfer GIANTS to SDE			Priority Ranking 1 of 2
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES by summary object:					
1. Travel		(\$6,000)			(\$6,000)
2. Meeting Room Rental		(800)			(800)
TOTAL OPERATING EXPENDITURES:		(\$6,800)			(\$6,800)
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:		(\$10,200)			(\$10,200)
LUMP SUM:					
GRAND TOTAL		(\$17,000)			(\$17,000)

Description:

The Governor's Industry Award for Notable Teaching in Science Award (GIANTS) is a program initiated by the Office of the Governor and sponsored by the Science and Technology (S & T) Roundtable of industry leaders (Hewlett Packard, INL, Idaho Power, LCF Enterprises, Micron Technology, and Washington Division URS) to provide recognition and extend appreciation to those extraordinary educators within the State of Idaho dedicated to the advancement of science and technology.

Each year, a selection committee comprised of representatives from industry and education work to identify secondary teachers in Idaho who exemplify these qualities. In addition to recognition, the award recipients receive a cash stipend from the companies.

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Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

The Office of the State Board of Education is requesting to transfer spending authority and administration of the GIANTS program to the State Department of Education. These awards go to primary and secondary teachers which fall under the purview of the Department. In addition, this transfer would be consistent with past efforts by the Governor to focus the Board on policy setting and limit program operation responsibilities.

The sole funding source for GIANTS is donations from corporate sponsors.

2. What resources are necessary to implement this request?

No resources necessary.

3. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

No funds are requested. This request is only to transfer spending authority and program administration to the Department of Education.

4. If this is a high priority item, list reason non-appropriated Line Items from FY 2011 budget request are not prioritized first.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

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AGENCY: Health Programs

FUNCTION: WWAMI

ACTIVITY: Graduate Medical

Agency No.: 515

Function No.: 02

Activity No.:

FY 2012 Request

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Original Submission X or

Revision No. ____

A: Decision Unit No: 12.01		Title: Family Medicine Residency - CDA			Priority Ranking 1 of 1
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	.25				.25
PERSONNEL COSTS:					
1. Salaries	50,000				50,000
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	50,000				50,000
OPERATING EXPENDITURES by summary object:					
1. Operating Expenses	5,000				5,000
TOTAL OPERATING EXPENDITURES:	5,000				5,000
CAPITAL OUTLAY by summary object:					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	55,000				55,000

How is this request connected to institution/agency and Board strategic plans:

Goal II.6. Access: **Increase student access to relevant medical education programs (e.g., medical residents and physicians)**

This is a request for an addition to an existing agency contract, the Idaho WWAMI Medical Program and its partner institutions, the University of Washington School of Medicine and the University of Idaho, to develop a Family Medicine Residency program in Coeur d'Alene. Currently, Idaho has two family medicine residency programs in Boise and Pocatello which are both affiliated with WWAMI. This will be a new family medicine residency program in Coeur d'Alene which will also be affiliated with WWAMI, and its Idaho partner the University of Idaho. This temporary program director will be located at the University of Idaho – Coeur d'Alene offices.

Several study groups have concluded that increasing the number of resident physicians in training in Idaho is perhaps the fastest way to increase the physician workforce in our state,

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particularly for primary care physicians. Medical residents who complete their training as physicians in Idaho are more likely to identify opportunities for continuing medical practice in Idaho, once their training is complete.

Performance Measure: Number of family medicine residents in Idaho per 100K of Idaho's population.

Benchmark: Number of family medicine residents in Idaho will increase each year until a full program of 6 residents per year for a three year program is established.

Description:

Expanding medical residency training in Idaho has been identified as an educational and funding priority by the State Board of Education (1/26/09), the Legislative Medical Education Interim Committee (11/12/08), Idaho Hospital Association (10/4/08), the Idaho Medical Association (8/10/08), and the state-funded MGT Medical Education Study (11/1/07). The State Board of Education ranked ten recommendations towards expansion of medical education (1/26/09). The first of these recommendations is: "Expand the development of graduate medical education (residency programs) opportunities in the State of Idaho focusing on primary care and rural practice. In partnership with Idaho hospitals, the VA, Idaho doctors, private enterprise and Idaho's colleges and universities, the State of Idaho should promote and assist the funding of these programs."

Coeur d'Alene and Kootenai Medical Center have the clinical resources to support a family medicine residency program. It is anticipated that having a family medicine residency program in North Idaho will help with the recruitment of family physicians to this area. This newly formed program would plan to interview applicants during the fall of 2011 and accept its first entering class to begin training in July 2012.

A part-time program director (0.5 FTE) will be required to help with the planning and interviews over the academic year of 2011 – 2012. This request is for half of the part-time program director's time (0.25 FTE) and no benefits. The remainder of the program director's time and benefits will be paid by the community. Operating costs will cover the interviewing process during this academic year. Administrative support costs will be covered by the community. There are no anticipated capital costs. This is a one-time request for funding, to be managed through the Idaho WWAMI GME office at University of Idaho – Boise.

Future requests for funding will include funding to support residents' salaries as the program grows into a full three year program with 6 residents projected for each of the three training years. The best estimated cost of training a resident for one year is approximately \$125,000. The below table is an estimate of the funding that may be requested as the family medicine residency program develops and expands in CDA. This is approximately the amount per resident that the Family Medicine Residency of Idaho and the ISU Family Medicine Residency programs receive. The new family medicine residency program in CDA would expect to receive the same amount of funding per resident per year as the other two programs.

Fiscal Year	#of Residents	Amount/resident	Base	Request
FY 2013	6	\$34,000	-	\$204,000
FY 2014	12	\$34,000	\$204,000	\$204,000
FY 2015	18	\$34,000	\$408,000	\$204,000

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AGENCY: Boise Internal Medicine

FUNCTION: Curriculum Support

ACTIVITY:

Agency No.:

Function No.:

Activity No.:

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A: Decision Unit No:	Title: Boise Internal Medicine			Priority Ranking 1 of 1	
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES by summary object:					
1. Curriculum Support	243,000				243,000
TOTAL OPERATING EXPENDITURES:	243,000				243,000
CAPITAL OUTLAY by summary object:					
	0				0
TOTAL CAPITAL OUTLAY:	0				0
T/B PAYMENTS:	0				0
LUMP SUM:	0				0
GRAND TOTAL	243,000				243,000

Supports institution/agency and Board strategic plans:

Goal II.5 ACCESS: *Expand the development of graduate medical education (residency programs) opportunities in the State of Idaho focusing on primary care and rural practice.*

This is a request for critical curriculum support of the Boise Internal Medicine residency program. Currently, Idaho has a training track of the Seattle-based Internal Medicine Residency (UWSOM) with residents spending one of three years in Idaho. The proposed Boise Internal Medicine Residency program will become an independent, Idaho-based program, accredited under the Department of Medicine at the UWSOM.

Several study groups have concluded that increasing the number of resident physicians in training in Idaho is perhaps the fastest way to increase the physician workforce in our state,

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particularly for primary care physicians. Medical residents who complete their training as physicians in Idaho are more likely to identify opportunities for continuing medical practice in Idaho, once their training is complete.

Performance Measure: Number of internal medicine residents in Idaho per 100K of Idaho's population.

Benchmark: Number of internal medicine residents in Idaho will increase each year until a full program of 8 residents per year for a three year program is established.

Description:

Expanding medical residency training in Idaho has been identified as an educational and funding priority by the State Board of Education (1/26/09), the Legislative Medical Education Interim Committee (11/12/08), Idaho Hospital Association (10/4/08), the Idaho Medical Association (8/10/08), and the state-funded MGT Medical Education Study (11/1/07). The State Board of Education rank-ordered ten recommendations towards expansion of medical education (1/26/09). The first of these recommendations is: "Expand the development of graduate medical education (residency programs) opportunities in the State of Idaho focusing on primary care and rural practice. In partnership with Idaho hospitals, the VA, Idaho doctors, private enterprise and Idaho's colleges and universities, the State of Idaho should promote and assist the funding of these programs."

The current Internal Medicine Track located at the Boise VA is ready to expand to a full three year residency program in the Treasure Valley, while remaining under the Department of Medicine at UWSOM. It is anticipated the newly formed program will interview for its first entering class the fall of 2010 and accept its first entering class July 2011.

The Department of Veterans Affairs is the major funder of the residency program and its core training site. Support agreements have been established with all other medical centers participating in the curriculum (Saint Luke's Regional Medical Center, Saint Alphonsus Regional Medical Center, University Medical Center, and Harborview Medical Center) to cover rotations within their systems. However, a small but critical portion of the curriculum is not funded by these mechanisms. This involves rotations at small un-affiliated offices such as dermatology, neurology, and our community-based training practices around the state. These are critical to the attractiveness of the program and the completeness of training. In addition, providing rotations outside of the VA will increase the residents' exposure to the private medical provider medical community and enable them to develop professional contacts, which ultimately enhances the likelihood they will stay in Idaho to practice.

Future requests for funding will include funding for residents as the program grows into a full three year program with 8 residents in each year of training. The best estimated cost of training a resident for one year is approximately \$175,000. Providing one block of outside training per resident per year (1/13 of the cost = \$13,500/resident) is our goal. The table below is an estimate of the funding that may be requested as the internal medicine residency program develops and expands.

Fiscal Year	# of Residents	Amount/resident	Base	Request
FY 2012	8 interns, 10 R2s	\$13,500	-	\$243,000
FY 2013	8 interns, 8 R2s	\$13,500	\$243,000	\$0
FY 2014	8 interns, 8 R2s, 8 R3s	\$13,500	\$243,000	\$108,000

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AGENCY: Idaho Public Television

Agency No.: 520

FY 2012 Request

FUNCTION: Idaho Public Television

Function No.: 01

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ACTIVITY:

Activity No.:

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A: Decision Unit No: 12.01		Title: Idaho Experience			Priority Ranking 1 of 2
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	3.0				3.0
PERSONNEL COSTS:					
1. Salaries	127,700				127,700
2. Benefits	55,400				55,400
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	183,100				183,100
OPERATING EXPENDITURES by summary object:					
1. Professional Services	55,000				55,000
2. Administrative Services	10,000				10,000
3. Travel Costs/Specific Use Supplies	34,500				34,500
TOTAL OPERATING EXPENDITURES	99,500				99,500
CAPITAL OUTLAY by summary object:					
1. Computers (3) laptops	3,600				3,600
2. Vehicle	27,500				27,500
TOTAL CAPITAL OUTLAY:	31,100				31,100
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	313,700				313,700

How connected to institution/agency and Board strategic plans:

Goal 1 SBOE Goal 1 is a well-educated citizenry. IdahoPTV's objectives to meet this goal are to provide high quality television programming and new media content, and to provide relevant Idaho-specific information.

Description:

This year Idaho Public Television has a unique opportunity to capitalize on prospective support from private funders to offer Idahoans an in-depth look at our state's rich history. We are asking for base funds to move forward with plans to create a televised multi-media series that will bring to life the people and events which shaped our state's past and present. Similar to the PBS program, THE AMERICAN EXPERIENCE, the ongoing series would be produced in a collaborative effort with the Idaho Historical Society and other educational institutions.

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For the 2009 legislative session, both the State Board of Education and Governor Otter recommended funding for the Idaho Experience Line Item request. For the 2010 legislative session, this request was approved by the State Board of Education.

Questions:

1. What is being requested and why?

Idaho Public Television proposes to preserve and enhance Idaho's heritage by producing two historical documentaries and related Web sites annually, and to make them available to students, teachers and the Idaho public. We will work closely with educators to align the series with Idaho's school curriculum and to present the material in ways that is both engaging and accurate.

We were recently approached by private funders who have expressed interest in providing substantial funds to enhance such an effort if the state can provide base funding. This is an exceptional opportunity for us to capture and examine the history of our state so that we can help educate and inform Idaho's citizens, both our youth and adults.

To date, there are no other known efforts to produce comprehensive multi-media documentaries about influential Idahoans and the forces that shaped our state. Idaho Public Television is uniquely positioned to be able to take on such a task. Our past efforts to do so have produced award winning documentaries such as ASSASSINATION: IDAHO'S TRIAL OF THE CENTURY and the recently released CAPITOL OF LIGHT. Both films have been widely praised for their fascinating and comprehensive portrayal of Idaho's history.

Using these programs as a template, each new documentary will be broadcast several times throughout the state, with unlimited off-air record rights for educational institutions. Enhanced DVDs and web-based media of the programs will be available to the Idaho Commission for Libraries for circulation to libraries throughout Idaho via interlibrary loan. The documentaries will be closed-captioned for the hearing impaired and a companion Web site will be developed to take the program beyond the television screen and enhance educational opportunities for Idaho's teachers and students.

Working together with the Idaho State Historical Society and Idaho's universities and colleges, we will help to conserve Idaho's heritage by preserving valuable, unique documents and artifacts that are presently stored in the partners' collections but are unusable because of their fragile condition.

In addition to State of Idaho contributions to this effort, Idaho Public Television will seek additional resources to enhance and expand this effort. As mentioned above, we have already been approached by funders interested in supporting this idea.

What is the agency staffing level for this activity and how much funding by source is in the base?

N/A

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2. What resources are necessary to implement this request?
- a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

Web Developer, pay grade L, full-time, classified, anticipated hire date July 1, 2011, salary cost estimated at \$46,725; benefited with benefit costs estimated at \$19,367, position on-going.

PTV Writer/Reporter/Producer, pay grade L, full-time, classified, anticipated hire date July 1, 2011, salary cost estimated at \$46,725; benefited with benefit costs estimated at \$19,367, position on-going.

PTV Director/Videographer, pay grade J, full-time, classified, anticipated hire date July 1, 2011, salary cost estimated at \$34,299; benefited with benefit costs estimated at \$16,663, position on-going.

- b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

The primary human resources that will be redirected are portions of time from the Executive Producer and Production Manager for oversight of the series. In addition, existing technical/engineering, promotional and administrative (primarily fiscal) personnel support. The series will utilize existing equipment, studios, production control, and editing suites. A vehicle would be needed to ensure travel was possible.

- c. List any additional operating funds and capital items needed.

IdahoPTV will need new computers for use by the new positions along with workspace modifications. A vehicle is listed to accommodate the travel that will be needed. This series will be filmed throughout Idaho and some limited out-of-state locations.

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc.

N/A

Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc.

N/A

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4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

The population of Idaho would be impacted most. There are historical issues unique to Idaho that should be documented for a viewing audience. Idaho schools would be benefitted by the extensive Web site planned for this series and DVDs, web streaming, and on-air programming would be distributed by IdahoPTV. Certain programs from this series may have regional and national broadcast potential.

5. If this is a high priority item, list reason non-appropriated Line Items from FY 2011 budget request are not prioritized first.

N/A

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

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AGENCY: Division of Vocational Rehabilitation

Agency No.: 523

FY 2012 Request

FUNCTION: Vocational Rehabilitation

Function No.: 02

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ACTIVITY:

Activity No.:

Original Submission X or
Revision No. ____

Rehabilitation Services					
A: Decision Unit No: 12.01	Title: Administration Match		Priority Ranking 1 of 1		
DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES by summary object:					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY by summary object:					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:	150,000				150,000
LUMP SUM:					
GRAND TOTAL	150,000				150,000

Supports institution/agency and Board strategic plans:

Goal 1, Objective 8

Goal 1: Continually improve the quality of Vocational Rehabilitation services available to eligible Idahoans with disabilities to prepare for, obtain, maintain, or regain competitive employment and long term Supported Employment with the context of available resources.

Objective 8: Enhance revenue opportunities for VR programs.

Performance Measure: Increase grant opportunities.

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Description:

Hold backs from the recent recession have limited IDVR from available federal funds during FY 2010 and 2011. In FY 2010 IDVR reverted 616K of federal dollars and we will revert nearly 2 million federal dollars for 2011. The loss has been covered by carry over funds from our counselor's conservative expenditures and an increase in SSA reimbursements to the agency from moving clients off the SSA SSI and SSDI benefit programs. Carryover funds were increased by the generous availability of ARRA funding, which will run out by September of 2011 or before. Subsequently, funding through 2011 is adequate. In 2012 we are estimating a decrease of funding as our reserves dwindle. Though we are researching other means of obtaining match funds for available federal dollars, presently state general fund is the only mechanism possible to capture the available unmatched federal dollars designated by the Rehabilitation Services Administration for Idaho. The requested \$150,000 will leverage an additional \$553,500 of federal funds.

The funds will be used for our primary mission of vocational rehabilitation of individuals with disabilities. The mission has increased in difficulty during the period of the recession and the additional resources moving into the future will be significant in our services to individuals with disabilities. The federal funds designated for Idaho that remain unmatched become available for other states to match.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?
 - *\$150,000 in State General Trustee & Benefits Funds*
 - *The agency currently has 73 counselors and 47 assistants for this activity. Base:*
 - *General Fund: \$1,322,600*
 - *Federal Fund: \$6,686,500*
 - *Dedicated Fund: \$651,900*
 - *Misc. Revenue: \$944,200*
2. What resources are necessary to implement this request?
 - a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

No new positions are requested.
 - b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

None
 - c. List any additional operating funds and capital items needed.

None

BUSINESS AFFAIRS AND HUMAN RESOURCES
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3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).

This is an ongoing request for \$150,000 of State General Trustee & Benefits Funds.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

The funds will be used for our primary mission of vocational rehabilitation of individuals with disabilities. The mission has increased in difficulty during the period of the recession and the additional resources moving into the future will be significant in our services to individuals with disabilities. The federal funds designated for Idaho that remain unmatched become available for other states to match.

IDVR eligible individuals with disabilities needing services for disability adjustment and eventual placement into the job market.

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

n/a

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

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BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 12, 2009

SUBJECT

FY 2012 Capital Budget Requests

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.B.8.c.

BACKGROUND/DISCUSSION

The capital projects request process is separate from the line item budget request process. The Permanent Building Fund Advisory Council (PBFAC), which is staffed by the Division of Public Works (DPW), has several major areas of focus: new, renovated or remodeled projects; Americans with Disabilities Act (ADA) projects; asbestos abatement/removal, and building demolition.

The annual capital project funding request process begins with DPW issuing a letter to agencies and institutions each spring requesting that they submit their project funding needs. DPW staff works with the agencies and institutions over the summer months to finalize requests. The State Board of Education also concurrently reviews and makes recommendation on major capital projects (only) to PBFAC. DPW staff produces a fiscal year request notebook provided to PBFAC in early September. Agencies and institutions present their requests to PBFAC in early October; and at its November business meeting the Council reviews DPW staff funding recommendations and takes action on them. Between the October and November PBFAC meetings, DPW staff reviews the agency presentations and consults with agencies and institutions to clarify issues. DPW staff then goes through a process of deciding which projects should be funded and what the Permanent Building Fund (PBF) allocations should be for each requesting agency and institution. Also, in the month of October, the Division of Financial Management (DFM) informs DPW of the anticipated revenue amount for the fiscal year's funding. This sum is the basis for the staff's allocation recommendations which are presented to Council at its November meeting. Following the Council's review and approval of its funding recommendations for the next fiscal year, DPW staff forwards those recommendations to DFM and the Legislative Services Office for inclusion in their respective budget publications. The Governor makes a recommendation regarding major capital projects to the Legislature. The Legislature appropriates funds to DPW for specific major capital projects and funding for general alterations and repairs, and other projects statewide.

In the last few years the Board has chosen to not prioritize or recommend any capital facilities to the Permanent Building Fund, recommending instead that all funding efforts be directed primarily toward alterations & repairs, asbestos abatement, and other non-major capital items.

Institutions and agencies have prepared and submitted their FY 2012 capital budget requests to the Board office and DPW, as shown on Page 3.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 12, 2009

IMPACT

Only Board-approved major capital projects can be forwarded to the PBFAC. The PBFAC, Governor and Legislature will then be informed of the Board's emphasis based upon the priorities indicated (if any) at the Board's discretion.

ATTACHMENTS

FY12 Major Capital Request Summary	Page 3
Capital Project Summaries for agencies & institutions	Page 5

STAFF COMMENTS AND RECOMMENDATIONS

Projects listed on the following schedule have been prioritized by each institution or agency. Many of these projects were included in the FY 2011 institution request list.

The Board may recommend some or all of the projects to the Permanent Building Fund Advisory Council for consideration at its October 2010 meeting, or recommend no major capital funding for FY 2012 and have the PBFAC concentrate on alterations and repairs and other non-major capital projects. Previous discussions of the Board have concluded that a project's past ranking on any list should not influence future decisions about where that project should be ranked. Another option available to the Board is to recommend a portion of a project or projects, for planning and design in FY 2012.

BOARD ACTION

I move to recommend to the Permanent Building Fund Advisory Council the major capital projects on page 3 for consideration in the FY 2012 budget process.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

OR

I move to recommend to the Permanent Building Fund Advisory Council the following major capital project(s), in priority order, for consideration in the FY 2012 budget process.

- | | | |
|----|-------|-----------------------------|
| 1. | _____ | <select from Tab 2, Page 3> |
| 2. | _____ | " |
| 3. | _____ | " |
| 4. | _____ | " |

Moved by _____ Seconded by _____ Carried Yes _____ No _____

BUSINESS AFFAIRS AND HUMAN RESOURCES
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OR

I move to recommend no major capital funding for FY 2011 and have the Permanent Building Fund Advisory Council concentrate upon Alterations and Repairs and other non-major projects.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

State Board of Education
FY12 Major Capital Request Summary
(\$ in 000's)

Board Priority	Institution/Agency & Project	Detail Page	Total Project Cost		FY 2011 Request
			Perm. Building Fund	Total Funds	
1	Boise State University				
2	1 Institute for Arts & Humanities Building	5	500.0	500.0	500.0
3	2 Science Research Building - Planning and Design	9	30,500.0	62,000.0	500.0
4	Idaho State University				
5	1 Remodel basement of Education building	13	1,100.0	1,300.0	1,100.0
6	2 Complete renovation-Meridian Phase 3	15	10,350.0	12,420.0	10,350.0
7	3 Renovation/Addition of Life Science	17	34,071.6	40,885.9	34,071.6
8	University of Idaho				
9	1 Northern Idaho Collaborative Education Facility (UI, LCSC, NIC)	19	21,000.0	21,000.0	20,579.2
10	2 Science & New Technologies Lab/Research/Education Facility	23	15,000.0	50,882.0	5,000.0
11	Lewis-Clark State College				
12	1 Northern Idaho Collaborative Education Facility (see above)	19			
13	2 Upgrade Fine Arts Building	29	1,700.0	1,900.0	1,700.0
14	North Idaho College				
15	1 Northern Idaho Collaborative Education Facility (see above)	19			
16	College of Western Idaho				
17	1 New Academic Building/Nampa Campus	31	31,250.0	31,250.0	31,250.0
18	2 New Parking Lot/Nampa Campus	32	905.6	905.6	905.6
19	3 Nampa Campus Master Plan (Phase II)	33	210.0	210.0	210.0
20	Eastern Idaho Technical College				
21	1 Remodel Area Tech Bld 2 for Data Center	35	1,000.0	1,000.0	1,000.0
22	2 Construct Parking Lot, Health Care Building 6	36	925.0	925.0	925.0
23	3 Remodel Health Care Building 6, classroom space & meeting area	37	4,500.0	4,500.0	4,500.0
24					
25	Total		\$ 153,012.2	\$ 229,678.5	\$ 112,591.4

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Institute for Arts & Humanities Building – Page Two

1. PROJECT DESCRIPTION AND JUSTIFICATION

The new Institute for Arts and Humanities (IAH) building will likely be sited on the West edge of campus along Capital Blvd. This siting is consistent with the 2005 Campus Master Plan. It is envisioned that, the IAH building, together with the new COBE building, will create a significant gateway to the campus.

A group of faculty members is developing the strategic plan for the IAH. In brief, the core mission of the IAH building will be to provide physical space for advancing academic research and creative activity in the arts and humanities and to cultivate appreciation of the same in the broader community. An outcome of the strategic planning exercise will be a determination as to what entities within the university will be brought together in this building so as to best facilitate research in the humanities and creative activity in the arts.

Funding is requested for the conceptual groundwork for planning the new building, including (i) a comprehensive programming study that will determine the sizes and types of spaces that are needed to best support the arts and humanities and (ii) siting studies that will determine which spatial proximities and adjacencies would be the most strategically valuable and that will assess the technical feasibility of building at potential site locations.

The result of this planning effort will be a complete analysis and building program with conceptual design, including estimates of construction costs for the project.

2. PROJECT COMPONENTS

The project will construct a new facility at the western edge of the campus. The facility will house the Institute of Arts and Humanities. Preliminary planning activities have tentatively identified the following that will be supported by the IAH:

- Exploration: computer laboratories, conference rooms, and libraries for study and research; studio space for creative practices.
- Innovation: multiple-use spaces and laboratories containing new technologies will facilitate inventive and cross-disciplinary projects.
- Presentation: lecture hall, demonstration spaces, and workshop facilities for university faculty members and visiting scholars/artists to present their work.
- Exhibition: art and other museum spaces as permanent and rotating venues; archival space for research and project-related documents, books, and digital information.
- Performance: studios, rehearsal rooms, recital spaces as laboratories and showcases for new musical compositions, emerging choreography, staged readings, and performance art.

Institute for Arts & Humanities Building – Page Three

3. ALTERNATIVES

Major building efforts at Boise State are supporting the sciences, engineering, and most recently business and economics. Those efforts greatly facilitate scholarly activity in those fields and are an important way to focus community attention. By constructing a new structure for the arts and humanities, we will do the same: we will greatly facilitate research and creative activity in the arts and humanities and we will focus community attention. In addition, we will create a gateway to the university containing entities that are closely related to those of the nearby downtown.

It would be possible to renovate existing campus structures to house the IAH, however, to do so would not create the emphasis and focus that the campus seeks to bring to these important disciplines.

4. VACATED SPACES

In addition to providing up to date space for the uses described above, the new building would permit departments to vacate some space currently occupied in other campus buildings. These spaces would be made available to meet the critical classroom and faculty office space needs of the other departments. Because planning is in the early stages, the precise amount of space to be vacated is not defined.

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**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 12, 2009**

OFFICE OF THE STATE BOARD OF EDUCATION

**SET A
PROJECT SUMMARY**

Project Title: **Planning and Design** for Science Research Building
Boise Campus

Institution/Agency: Boise State University

Brief Description: Boise State University's Master Plan outlines the growth in the Southeast expansion area of science and engineering facilities supporting the Strategic Plan. The requested funds will pay for preliminary planning and design of the second of four new science buildings currently envisioned. Intermediate level planning to insure the coordination of this building with the final build out of the science and engineering area will also be incorporated.

Project Scope: 60,000 NASF 100,000 GSF

Estimated Total Cost: \$62,000,000

Date Approved by State Board of Education: Not yet submitted to SBOE as a separate project.

Source of Construction Funds (by fund source and amount):

Total Project Cost

<u>Fund Source</u>	<u>Amount</u>
Permanent Building Fund	\$30,500,000
Other Funding (Gifts and University Financing)	\$31,500,000

Previous Appropriations

<u>Fund Source</u>	<u>Amount</u>
N/A	N/A

Budget Year Request

<u>Fund Source</u>	<u>Amount</u>
Permanent Building Fund	\$500,000

Science Research Building – Page Two

1. PROJECT DESCRIPTION AND JUSTIFICATION

The proposed building will be the second of a new four-building science and engineering complex in the southeast expansion zone. The first, the Center for Environmental Science and Economic Development, is currently in design.

Consistent with the 2005 Campus Master Plan, the new science research building will be part of a science and engineering complex designed to promote interdisciplinary research, education, and outreach. Each building of the complex will include science and engineering laboratories and facilities appropriate to specific interdisciplinary topic areas, with departmental culture preserved in office clusters. The buildings will be planned to promote collaboration between scientists and engineers on important research problems. Laboratories and work areas will be an open design with state-of-the-art flexibility to permit rapid and inexpensive reconfiguration in response to changes in research participants, project needs, and extramural funding.

Current thinking is that this second new building will focus on biomolecular science. Portions of the following existing departments will be included: Biology, Chemistry, Physics, Materials Science Engineering, Electrical and Computer Engineering and Computer Science. Collaborative areas of research will include molecular biology, biochemistry, biophysics, biomaterials and bioinformatics. Boise State's new PhD in Biomolecular Science will be centered in this building. In addition to planning the building, the future relationships and interactions of all science and engineering departments will be examined to determine the optimum set of adjacencies in the four building complex. This planning will help insure that decisions regarding the particular building design will support the holistic vision put forth in the Master Plan of an integrated science and engineering complex.

2. PROJECT COMPONENTS

This proposed facility blends academic and research units from Biology, Chemistry, Physics, Materials Science Engineering, Electrical and Computer Engineering and Computer Science. The new building will support graduate and undergraduate academic programs in these disciplines, and promote interdisciplinary research. Program elements for this project include core research facilities such as vivarium functions, protein sequence analysis, teaching and research laboratories, faculty offices, offices for lab technicians, administrative and staff offices, and office space for graduate students.

3. ALTERNATIVES

Modular facilities could possibly be utilized to provide additional research, classrooms and offices, but the use of these temporary structures should only be considered to meet the short-term needs for the institution. It would not be prudent to utilize modular buildings for research or class laboratory space. The University has purchased land in the expansion zone

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 12, 2009

Science Research Building – Page Three

to accommodate this new facility. Investing in temporary modulars would not be cost effective nor would it meet academic and research needs.

4. VACATED SPACES

In addition to providing up-to-date laboratory, classroom, and office space for several academic departments, this project would permit departments to vacate some space currently occupied in other campus buildings. These spaces would be made available to meet the critical classroom and faculty office space needs of the other growing departments such as English, History, Education and others. Because planning is in the early stages, the precise amount of space to be vacated is not defined. The expansion and relocation of these departments into vacated spaces in the historic center of campus is consistent with the Master Plan, which calls for that area to become a center for liberal arts education and research.

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BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 12, 2009

CAPITAL BUDGET REQUEST
FY 2012
CAPITAL IMPROVEMENT PROJECT DESCRIPTION
(New Buildings, Additions or Major Renovations)

AGENCY: Idaho State University

AGENCY PROJECT PRIORITY: 1

PROJECT DESCRIPTION/LOCATION: Remodel basement of College of Education

CONTACT PERSON: Joseph Han

TELEPHONE: 208-282-4229

PROJECT JUSTIFICATION:

Concisely describe what the project is.

Remodel basement of College of Education converting television studio office, workshops, and technical labs to accommodate academic program growth requiring additional offices and classrooms.

What is the existing program and how will it be improved?

Faculty and staff are sharing limited and substandard space. Additional classrooms are needed to accommodate College of Education classes and campus wide need for larger classrooms.

What will be the impact on your operating budget?

This project does not add square feet of functional space and will have slight additions to the operational maintenance and custodial budget.

What are the consequences if this project is not funded?

Faculty and staff will continue to occupy a substandard environment. College of education classes will continue to be scattered around campus to accommodate shortage of classrooms. Program growth will be limited by inadequate quality and quantity of space.

ESTIMATED BUDGET:		FUNDING:	
Land	\$	PBF	\$ 1,100,000
A/E fees	\$ 5,150	General Account	\$
Construction	\$ 7,000	Agency Funds	\$ 200,000
5% Contingency	\$ 47,850	Federal Funds	\$
F F & E	\$ 200,000	Other	\$
Other	\$		\$
Total	\$ 1,300,000	Total	\$ 1,300,000

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CAPITAL BUDGET REQUEST
FY 2012
CAPITAL IMPROVEMENT PROJECT DESCRIPTION
(New Buildings, Additions or Major Renovations)

AGENCY: Idaho State University

AGENCY PROJECT PRIORITY: 2

PROJECT DESCRIPTION/LOCATION: Complete renovation ISU-Meridian Phase 3

CONTACT PERSON: Joseph Han

TELEPHONE: 208-282-4229

PROJECT JUSTIFICATION:

Concisely describe what the project is.

Complete the interior build-out and remodel of approximately 80,000 square feet of unfinished space in the ISU-Meridian building to support the academic and health research mission of Idaho State University.

What is the existing program and how will it be improved?

Currently there are approximately 80,000 square feet of unfinished space within the ISU-Meridian building. This space will be completed to support laboratory, classroom, and office space. The shell of the building and major components of the electrical system already exist and will be used in completing the new space. The structural portion of the second floor in the unfinished space will be completed, as currently a portion of the second floor has been left out for construction access.

What will be the impact on your operating budget?

The square feet of finished space will require additional custodial, safety monitoring, and building maintenance funding.

What are the consequences if this project is not funded?

Idaho State University will not be able to fulfill its mandate from the State Board of Education, to "formulate academic plans and generate programs with primary emphasis on health professions, the related biological and physical sciences, and teacher preparation." ISU is further charged with the responsibility of "Offering a wide range of master, doctoral, and professional programs consistent with State needs."

**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 12, 2009**

AGENCY: Idaho State University

AGENCY PROJECT PRIORITY: 2

PROJECT DESCRIPTION/LOCATION: Complete renovation ISU-Meridian Phase 3

ESTIMATED BUDGET:		FUNDING:	
Land	\$	PBF	\$ 10,350,000
A/E fees	\$ 900,000	General Account	\$
Construction	\$ 9,000,000	Agency Funds	\$ 2,070,000
5% Contingency	\$ 450,000	Federal Funds	,
F F & E	\$ 2,070,000	Other	\$
Other	\$		\$
Total	\$ 12,420,000	Total	\$ 12,420,000

**CAPITAL BUDGET REQUEST
FY 2012
CAPITAL IMPROVEMENT PROJECT DESCRIPTION
(New Buildings, Additions or Major Renovations)**

AGENCY: Idaho State University

AGENCY PROJECT PRIORITY: 3

PROJECT DESCRIPTION/LOCATION: Renovation/Addition of Life Sciences

CONTACT PERSON: Joseph Han

TELEPHONE: 208-282-4229

PROJECT JUSTIFICATION:

Concisely describe what the project is.

The four buildings of the Life Science complex will be renovated, and 40,000 square feet of building space will be added to the complex.

What is the existing program and how will it be improved?

The four science buildings of the Life Science Complex were constructed in 1970, and have served as science classrooms and laboratories for the health professions and the biological sciences. The buildings are structurally sound, but functionally obsolete. The interior spaces will be renovated to correct electrical, plumbing, mechanical, life-safety code problems including egress and access issues. The classrooms and laboratories will be remodeled to modern teaching and research standards. *NOTE: This request assumes the asbestos mitigation expense and related upgrade and renovations requested for the Beckley Nursing building # 66 under Alterations and Repairs- request # 29 for \$600,000 and under Asbestos Abatement request # 1 for \$400,000 is not otherwise funded.*

What will be the impact on your operating budget?

The additional square feet of building space will require funding support for custodial, safety monitoring, and building maintenance.

What are the consequences if this project is not funded?

Idaho State University will not be able to fulfill its mandate from the State Board of Education, to "formulate academic plans and generate programs with primary emphasis on health professions, the related biological and physical sciences, and teacher preparation." ISU is further charged with the responsibility of "Offering a wide range of master, doctoral, and professional programs consistent with State needs."

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 12, 2009

AGENCY: Idaho State University

AGENCY PROJECT PRIORITY: 3

PROJECT DESCRIPTION/LOCATION: Renovation/Addition of Life Sciences

ESTIMATED BUDGET:		FUNDING:	
Land	\$	PBF	\$ 34,071,600
A/E fees	\$ 2,571,600	General Account	\$
Construction	\$ 30,000,000	Agency Funds	\$ 6,814,320
5% Contingency	\$ 1,500,000	Federal Funds	\$
F F & E	\$ 6,814,320	Other	\$
Other	\$		\$
Total	\$ 34,071,600	Total	\$ 40,885,920

OFFICE OF THE STATE BOARD OF EDUCATION

SET A

PROJECT SUMMARY

Project Title: Northern Idaho Collaborative Education Facility

Institution/Agency: North Idaho College, Lewis Clark State College, University of Idaho

Brief Description:

North Idaho College, Lewis Clark State College, and the University of Idaho envision the creation of an education corridor in Coeur d'Alene stretching along the banks of the Spokane River and adjacent to North Idaho College. Higher Education programmatic growth in the Coeur d'Alene area will be concentrated in this education corridor. Additional facilities and resources are needed to service the growing population and the corresponding demand for access to higher education programs and content. The collaboration potential afforded by co-location of three institutions of higher education in this proposed facility will provide increased access and higher education opportunities for students of all levels in the area.

Project Scope:

	NASF	GSF
Building size:	~60,000	~80,000
Site and utility infrastructure		
Furnishings, Fixtures and Equipment		
All project fees and related expenses		

Estimated Total Cost: \$21,000,000

Date Approved by State Board of Education:

First request, July 2006 *(Note: As the Northern Idaho Classroom and Office Facility)*
Second request, July 2007
Third request, July 2008
Fourth request, July 2009
Fifth request, July 2010

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 12, 2009

Northern Idaho Collaborative Education Facility
University of Idaho, North Idaho College, Lewis Clark State College

Page 2 of 3

Source of Construction Funds (by fund source and amount):

<u>Fund Source</u>	<u>Total Project Cost</u>	<u>Amount</u>
Permanent Building Fund		\$21,000,000
	Total:	\$21,000,000

<u>Fund Source</u>	<u>Previous Appropriations</u>	<u>Amount</u>
Permanent Building Fund (FY 09)		\$420,800

<u>Fund Source</u>	<u>Budget Year Request</u>	<u>Amount</u>
Permanent Building Fund		\$20,579,200

1. PROJECT DESCRIPTION AND JUSTIFICATION

North Idaho College, Lewis Clark State College, and the University of Idaho propose a collaborative facility housing units of each institution to be located on property owned by the North Idaho College Foundation and leased to North Idaho College. Such a collaborative facility will allow North Idaho College, Lewis Clark State College, and the University of Idaho to consolidate programs located in various facilities at one location and better serve the citizens of the area, each institution in accordance with the corresponding role and mission statements. The proximity of this location to North Idaho College is of an advantage as it provides the ability and opportunity to leverage the existing facilities of North Idaho College and to develop collaborative joint programs with North Idaho College faculty and staff.

2. PROJECT COMPONENTS

This facility will be approximately 80,000 square feet and will house classrooms and faculty and staff offices, along with ancillary support spaces. The preliminary cost estimate for the building is \$21,000,000. The State provided \$420,800 in FY09 funding to the University of Idaho to support initial programming and pre-design work. The initial programming and pre-design phase is currently in progress.

Work products from this pre-design phase will include detailed program definition, site analysis and feasibility review, infrastructure needs and impacts, room data sheets, adjacency diagrams, and a refined project cost estimate. The remainder of the state funding for the project is requested at this time, to support completion of the design, and the subsequent construction of the facility.

The facility will be designed and constructed in such a manner to support the potential future expansion of the building to accommodate additional academic programs and needs. Such additional program space would possibly include a tiered classroom, various breakout rooms, as

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 12, 2009

Northern Idaho Collaborative Education Facility
University of Idaho, North Idaho College, Lewis Clark State College

Page 3 of 3

well as reception and kitchen/dining services. The date of any such future expansion is yet to be determined and would be subject to further review and approval of the Board of Regents.

3. VACATED SPACE

It is anticipated that the space at Harbor Center currently occupied by the higher education institutions will be vacated upon completion of the proposed facility. North Idaho College and Lewis Clark State College also expect to vacate a number of temporary modular facilities once the new facility is completed.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 12, 2009

SET A
PROJECT APPROVAL FORM

Project Title: Northern Idaho Collaborative Education Facility

CAPITAL PROJECT COST AND FUNDING SOURCE SUMMARY

Building Statistics:
 NASF: ~60,000
 GSF: ~80,000
 Net to Gross 75%

	Estimated Total Cost	Prior to Budget Year	1st Year FY12	2nd Year FY13	3rd Year FY14	4th Year FY15	5th Year FY16	6th Year FY17
PROJECT SUMMARY:								
A. Arch. & Engr. (Project Planning & Pre-Design)	420,800	420,800	0					
Schematic Design	270,000		270,000					
Design Development	360,000		360,000					
Construction Documents*	720,000		720,000					
Construction Supervision**	450,000		450,000					
B. Asbestos Abatement Arch/Eng/Hygienist Fees								
C. Tests, Permits	319,200		319,200					
SUBTOTAL ARCH. & ENGR.	2,540,000	420,800	2,119,200	0	0	0	0	0
D. Moving, Administration	0							
E. Asbestos Abatement	0							
F. Construction*** (Preliminary Estimate)	14,800,000		14,800,000					
G. Furnishings/Moveable Equipment	1,750,000		1,750,000					
H. Contingency (Project)	1,910,000		1,910,000					
TOTAL PROJECT REQUEST	21,000,000	420,800	20,579,200	0	0	0	0	0

SOURCE OF FUNDS:

Permanent Building Fund	21,000,000	420,800	20,579,200					
General Education								
Federal								
Bond Sale								
Bond Reserve								
Parking Funds								
Housing/Food Service Revenue								
Other Funds, including Gifts (UI Funds)								
TOTAL	21,000,000	420,800	20,579,200	0	0	0	0	0

Utilities

Custodial

Repairs & Maintenance

* Includes Reimbursable Expenses
 ** Includes Fees for On-Site Observation
 *** Preliminary Estimate

PROPOSED SOURCE OF OPERATING FUNDS (If more than one source, please show relative percentages.)

General Education

**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 12, 2009**

OFFICE OF THE STATE BOARD OF EDUCATION

SET A

PROJECT SUMMARY

Project Title: Science and New Technologies / Interdisciplinary Research & Education Facility (Planning/Pre-Design)

Institution/Agency: University of Idaho

Brief Description:

The Science and New Technologies / Interdisciplinary Research & Education Facility project involves construction of a new laboratory facility providing modern, well-equipped spaces supporting a broad range of undergraduate and graduate instructional and research programs in selected scientific and technical disciplines at the university.

Previous iterations of the University's request for this project envisioned a larger facility of approximately 100,000 to 115,000 GSF. In 2009, the university revisited the project and revised the project vision downward towards a smaller, more efficient facility that still accomplishes the goals and aspirations of the overall effort. This year's FY 12 request reflects the fact that the University is pursuing this new, more efficient vision for the desired Science and New Technologies / Interdisciplinary Research & Education Facility

As before, the facility will be designed to foster interdisciplinary collaboration and interaction and will include flexible systems and support infrastructure, allowing reconfiguration of spaces supporting changes in programs and research needs over time.

Project Scope:	NASF	GSF
Building size:	45,000-50,000	70,000-80,000
Site and Utility infrastructure		
All project fees and related expenses		
<i>Fixed Research Equipment NIC</i>		
<i>Movable Furnishings, Fixtures and Equipment NIC</i>		

Estimated Total Cost: \$50,882,000 (2010 Dollars)

Date Approved by State Board of Education:

First request, July 1999
Second request, July 2000
Third request, July 2001
Fourth request, July 2002
Fifth request, July 2003
Sixth request, July 2004
Seventh request, July 2005
Eighth request, July 2006
Ninth Request, July 2007
Tenth Request, July 2008
Eleventh Request, July 2009, *first request for the revised and newly envisioned facility.*
Twelfth Request, July 2010

BUSINESS AFFAIRS AND HUMAN RESOURCES
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Science and New Technologies /
Interdisciplinary Research & Education Facility
University of Idaho

Page 2 of 4

Source of Construction Funds (by fund source and amount):

<u>Fund Source</u>	<u>Total Project Cost</u>	<u>Amount</u>
Permanent Building Fund		\$15,000,000
Other Funding (inc Bond Financing & Gifts)		<u>\$35,882,000</u>
Total (2010 Dollars)		\$50,882,000

<u>Fund Source</u>	<u>Previous Appropriations</u>	<u>Amount</u>
Fed FY05 Federal Funding		\$892,500
<i>The University received a federal FY 05 grant that allowed for an initial assessment and Feasibility Study. This preliminary feasibility work is not included in the amounts listed above.</i>		

<u>Fund Source</u>	<u>Budget Year Request</u>	<u>Amount</u>
Permanent Building Fund		\$5,000,000

1. PROJECT DESCRIPTION AND JUSTIFICATION

As the land grant university for the State of Idaho, the University of Idaho places emphasis on problems and challenges facing Idaho and Idahoans. In both undergraduate and graduate education disciplines, especially in scientific and technical fields, enrollment growth and focus upon the university's interdisciplinary programs is leading to a need for additional modern, technically-equipped laboratory and support space. Further, as Idaho's research university, the UI is a main force for research and development in the state with emphasis on selected areas that are key to the economic health and development of Idaho industry. Areas of emphasis in which laboratory space is critical are: Food and Fiber Production, Molecular Biology, Environmental Sciences and Technology, Materials Science, Infrastructure/Construction and Transportation, Computing/Software Systems, and Telecommunications.

The University sought, and received, a federal FY 05 grant to allow the university to conduct an initial, predesign Technical Analysis and Feasibility Study for this project effort. In the fall of 2006, the University selected NBBJ architects to assist the university and to conduct that analysis and study via a Request for Qualifications process. An initial report was finalized and prepared in the Spring of 2008, and this report served as the basis for the July 2008 request.

Subsequently, Dr. John McIver joined the University as the Vice President for Research, bringing a fresh, new vision for the University's research efforts. Under Dr. McIver's leadership, the University has reexamined the underlying assumptions that support the desires and aspirations proposed Science and New Technologies / Interdisciplinary Research & Education Facility. While the need for the proposed facility was confirmed, a slightly smaller more efficient vision of the facility emerged. Hence this request for a facility that is approximately 25% smaller and approximately 33% less in terms of project cost than previous requests.

BUSINESS AFFAIRS AND HUMAN RESOURCES

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Science and New Technologies /
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In support of both the initial assessment and this year's revised work, the University and the consultant conducted an exhaustive and detailed process that included an audit and assessment of existing science and research facilities, an audit and assessment of building level and campus level infrastructure systems to determine the capacity to support the desired program of research, site selection, programmatic analysis, research team composition and optimization, desired levels of occupancy in the proposed structure, etc. NBBJ delivered their revised, final report and recommendations for the new vision of the project in early May 2009. This request captures the recommendations and results of the revised Technical Analysis and Feasibility Study.

This project addresses the specialized laboratory needs of these disciplines for undergraduate, graduate and research programs. The synergies among the various levels of study and scholarship will be fostered in a facility integrating a broad cross section of technical and scientific personnel and programs. Specific facility features and attributes have been preliminarily identified in the Technical Analysis and Feasibility Study, and will be further detailed during the planning and design phases.

2. PROJECT COMPONENTS

The majority of the project complex will consist of research laboratories and laboratory support areas (e.g., instrument labs, specialized containment labs, shared equipment rooms, computer laboratories, seminar and conference areas, and offices). It is anticipated that the size of the building will be approximately 70,000 – 80,000 GSF. Purchase of major fixed research equipment necessary to outfit the laboratories, support areas and connections, and necessary enhancements to the university's infrastructure systems is not yet currently included in the project, as these items are yet to be identified. Movable and portable furnishings and fixtures are not included in the current costs estimates.

3. ALTERNATIVES

Four alternatives have been studied to date.

Alternative 1: Construct Multiple Smaller Laboratory Additions

This alternative involves construction of separate undergraduate, graduate and research laboratories, by discipline, as additions to, or immediately adjacent to, existing College buildings. This alternative would provide the necessary space to support the programs, however, project costs are expected to be significantly higher since there would be multiple sites and projects. In addition, this approach does not readily support interdisciplinary interaction and collaboration. The University rejected this alternative.

Alternative 2: Renovate Existing Laboratory & Research Spaces in Existing Buildings as Necessary to Accomplish the programmatic Goals for Interdisciplinary Research

As noted above a Technical Analysis and Feasibility Study was conducted by the University and its consultant, NBBJ Architects in 2008 and revisited and revised in 2009. This effort included an exhaustive assessment and audit of the existing research facilities, spaces, and building level infrastructure systems on campus. The summary conclusion of this effort is that the existing facilities and spaces are not equipped or suitable in their current state to facilitate the

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sorts of interdisciplinary programs envisioned and needed. Further the renovation costs to bring these facilities up to the standards necessary would far exceed the cost of a new build. And further still, such dispersed renovations would not produce the desired synergies and interdisciplinary relationships set out as the major programmatic goals and vision for the project effort. The University has therefore rejected this alternative based upon the results of the Technical Analysis and Feasibility Study.

Alternative 3: Construct Separate Laboratory Complexes for Undergraduate and Graduate/Research Programs

This alternative consists of construction of an interdisciplinary laboratory complex for undergraduate instructional and research programs and one for graduate and research programs. This alternative would provide the necessary space to support the programs, however, project costs are expected to be higher since there would be two projects with unnecessary duplication. In addition, this approach does not readily support interdisciplinary interaction and collaboration between undergraduate and graduate students, and researchers. The University rejected this alternative.

Alternative 4: Construct a Single Interdisciplinary Laboratory Facility

This option would entail constructing a single complex that integrates undergraduate and graduate/research laboratories into an interdisciplinary science and technology center facilitating collaboration and creating new synergies across academic levels and disciplines. Overall project expenses are expected to be less under this approach since there will be only one site and construction of a single building allows elimination of unnecessary duplication of building systems. The recently completed Technical Analysis and Feasibility Study verifies this alternative as the most viable alternative conducive to the goals and vision for the effort, and as the most efficient and least costly alternative. This is the University's preferred alternative.

4. VACATED SPACE

It is not anticipated that a great deal of space will be vacated upon completion of the proposed project. Space currently used for instructional laboratories and some research laboratories that may be vacated may be reused to meet additional laboratory space demand. Other prospective uses of vacated space may be for offices and specialized learning areas including computer laboratories, seminar areas, team and group rooms, etc.

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SET A

PROJECT APPROVAL FORM

CAPITAL PROJECT COST AND FUNDING SOURCE SUMMARY

Project Title: Science and New Technologies Laboratory /
Interdisciplinary Research & Education Facility

Building Statistics:
NASF: ~ 45,000 - 50,000
GSF: ~ 70,000 - 80,000
Net to Gross 65% +/-

	Estimated Total Cost	Prior to Budget Year	Budget Year - FY11	2nd Year FY12	3rd Year FY13	4th Year FY14	5th Year FY15	6th Year FY16
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PROJECT SUMMARY:

A.	Arch. & Engr. (Project Planning & Pre-Design) PreDesign Technical Analysis & Feasibility Study (Prior work not included in costs below.) Planning & Design Schematic Design Design Development Construction Documents Construction Supervision Asbestos Abatement Arch/Eng/Hygienist Fees C. Tests, Permits	5,600,000 inc. above inc. above inc. above inc. above inc. above 450,000	892,500	5,000,000	0	0	0	0
	SUBTOTAL ARCH. & ENGR.	6,050,000	892,500	5,000,000	0	0	0	0
D.	Moving, Administration, Demolition, Project Costs	1,000,000						
E.	Asbestos Abatement	inc. above						
F.	Construction Estimated Bid Cost, May 2009 Est. (Escalated 3% for FY 2012 Request)	33,711,000						
G.	Construction Contingency	3,371,000						
H.	Furnishings/Moveable Equipment Contingency (Project) Includes Escalation Allowance for out years	250,000 6,500,000						
	TOTAL PROJECT REQUEST	50,882,000	892,500	5,000,000	TBD	TBD	TBD	TBD

SOURCE OF FUNDS:

Permanent Building Fund	15,000,000			TBD	TBD	TBD	TBD	TBD
General Education			5,000,000	TBD	TBD	TBD	TBD	TBD
Federal		892,500						
Bond Sale	25,000,000							
Bond Reserve								
Parking Funds								
Housing/Food Service Revenue								
Other Funds, including Gifts (UI Funds)	10,882,000							
TOTAL	50,882,000	892,500	5,000,000	0	0	0	0	0
Utilities	TBD						TBD	TBD
Custodial	TBD						TBD	TBD
Repairs & Maintenance	TBD						TBD	TBD

PROPOSED SOURCE OF OPERATING FUNDS (If more than one source, please show relative percentages.)

* All Costs based upon revised Technical Analysis and Feasibility Study, NBEU & UI, May 2009
** Source of Funds per UI Capital Projects Plan, April 2008

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**CAPITAL BUDGET REQUEST
FY 2012
CAPITAL IMPROVEMENT PROJECT DESCRIPTION
(New Buildings, Additions or Major Renovations)**

AGENCY: **Lewis-Clark State College**

AGENCY PROJECT PRIORITY: 2

PROJECT DESCRIPTION/LOCATION: **Upgrade Fine Arts Building**

CONTACT PERSON: Chet Herbst

TELEPHONE: (208) 792-2240

PROJECT JUSTIFICATION:

- (A) Concisely describe what the project is. This project involves remodeling/upgrade of the Fine Arts Building (1909 vintage structure, originally used as a dormitory, later sciences, then fine arts, and now multi-purpose) to upgrade electrical systems; install HVAC; replace windows, plumbing, and lighting; and reconfigure antiquated rooms for use as classroom, lab, and office space. \$200,000 in Agency Funds (raised by LCSC Business Division) will supplement PBF dollars for this project.
- (B) What is the existing program and how will it be improved? The proposed project would carry forward PBF improvements completed in 2004 which provided an ADA-compliant elevator and restrooms for the Fine Arts Building. Classrooms and offices in this facility are currently utilized only on a temporary, last-resort basis, due to the lack of climate control and decrepitude of rooms—this is the least useable instructional space on LCSC's Lewiston campus. This project would enable the entire building (11,000 square feet) to be used for daily delivery of LCSC instructional programs for Business courses and other disciplines.
- (C) What will be the impact on your operating budget? Upgrade of this facility would increase energy efficiency and avoid the need for new construction to house the programs which could be accommodated in the improved building.
- (D) What are the consequences if this project is not funded? The existing facility will be underutilized, due to lack of climate control, modern lighting/electrics, and room configurations.

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ESTIMATED BUDGET:		FUNDING:	
Land	\$0	PBF	\$1,700,000
A/E fees	\$95,000	General Account	\$0
Construction	\$1,610,000	Agency Funds	\$200,000
5% Contingency	\$95,000	Federal Funds	\$0
F F & E	\$100,000	Other	\$0
Other	\$0		
Total	\$1,900,000	Total	\$1,900,000

BUSINESS AFFAIRS AND HUMAN RESOURCES
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CAPITAL BUDGET REQUEST
FY 2012
CAPITAL IMPROVEMENT PROJECT DESCRIPTION
(New Buildings, Additions or Major Renovations)

AGENCY: College of Western Idaho

AGENCY PROJECT PRIORITY: 1

PROJECT DESCRIPTION/LOCATION: New Academic Building/Nampa campus

CONTACT PERSON: Jeff Shinn, Budget Director

TELEPHONE: 208-562-3279

PROJECT JUSTIFICATION:

(A) Concisely describe what the project is.

New 100,000 square foot academic classroom building at the Nampa campus. Will include faculty office space.

(B) What is the existing program and how will it be improved?

Currently, CWI has one building on the Nampa campus, which includes classroom, administrative, faculty office, library, student services and bookstore functions. The college needs a major classroom and laboratory building to effectively serve its students.

(C) What will be the impact on your operating budget?

Impact will be additional utility, custodial and maintenance costs. CWI will request Occupancy Costs but will probably have to rely upon tuition revenue to maintain the property.

(D) What are the consequences if this project is not funded?

CWI is experiencing a tremendous growth in students and desperately needs additional classroom space. The college is underfunded by the state compared to the other two community colleges and is unable to issue bonds or identify other revenue for constructing new classroom space.

ESTIMATED BUDGET:

Land	\$	
A/E fees		<u>3,000,000</u>
Construction		<u>25,000,000</u>
5% Contingency		<u>1,250,000</u>
F F & E		<u>2,000,000</u>
Other		
Total	\$	<u>31,250,000</u>

FUNDING:

PBF	\$	<u>31,250,000</u>
General Account		
Agency Funds		
Federal Funds		
Other		
Total	\$	<u>31,250,000</u>

BUSINESS AFFAIRS AND HUMAN RESOURCES
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CAPITAL BUDGET REQUEST

FY 2012

CAPITAL IMPROVEMENT PROJECT DESCRIPTION

(New Buildings, Additions or Major Renovations)

AGENCY: College of Western Idaho (CWI)

AGENCY PROJECT PRIORITY: 2

PROJECT DESCRIPTION/LOCATION: New Parking Lot/Nampa Campus

CONTACT PERSON: Jeff Shinn, Budget Director

TELEPHONE: 208-562-3279

PROJECT JUSTIFICATION:

(A) Concisely describe what the project is.

Create new 300-space parking lot facility adjacent to Nampa Campus building. Includes site preparation, paving, curbs and gutters, drainage.

(B) What is the existing program and how will it be improved?

At present, the sole building is served by a paved parking lot of 400 spaces and a dirt parking lot that will accommodate 403 automobiles. CWI needs additional parking to accommodate existing students and to prepare for a planned expansion of the campus. The existing unpaved lot will be used for a proposed building.

(C) What will be the impact on your operating budget?

The college budget will be expected to pay for normal maintenance and cleaning, as needed.

(D) What are the consequences if this project is not funded?

If the project is not funded, some of the funds to be raised for new buildings will be needed for parking facilities. Students will have to park on the entrance streets into the college campus.

ESTIMATED BUDGET:

Land	\$	0.00
A/E fees		75,000
Construction		750,000
5% Contingency		37,500
F F & E		43,125
Other		
Total	\$	905,625

FUNDING:

PBF	\$	905,625
General Account		0.00
Agency Funds		0.00
Federal Funds		0.00
Other		0.00
Total	\$	905,625

BUSINESS AFFAIRS AND HUMAN RESOURCES
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CAPITAL BUDGET REQUEST
FY 2012
CAPITAL IMPROVEMENT PROJECT DESCRIPTION
(New Buildings, Additions or Major Renovations)

AGENCY: College of Western Idaho (CWI)

AGENCY PROJECT PRIORITY: 3

PROJECT DESCRIPTION/LOCATION: Nampa Campus Master Plan (Phase II)

CONTACT PERSON: Jeff Shinn, Budget Director

TELEPHONE: 208-562-3279

PROJECT JUSTIFICATION:

(A) Concisely describe what the project is.

This project is the second of two phases which will provide the development plan for the 100-acre Nampa campus. Phase I has been completed; Phase II will be completed after development begins.

(B) What is the existing program and how will it be improved?

Phase II will complement Phase I by completing the work begun with Phase I, and after the first round of building has started. At that time CWI will know what additional master planning activity is needed.

(C) What will be the impact on your operating budget?

Senior staff will be responsible for monitoring the work of the consultant preparing Phase II.

(D) What are the consequences if this project is not funded?

Not being able to complete the overall campus master planning process might result in uncoordinated land use/building placement on the Nampa Campus.

ESTIMATED BUDGET:		FUNDING:	
Land	\$	PBF	\$ 210,000
A/E fees	200,000	General Account	
Construction		Agency Funds	
5% Contingency	10,000	Federal Funds	
F F & E		Other	
Other			
Total	\$ 210,000	Total	\$ 210,000

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CAPITAL BUDGET REQUEST

FY 2012

CAPITAL IMPROVEMENT PROJECT DESCRIPTION

(New Buildings, Additions or Major Renovations)

AGENCY: Eastern Idaho Technical College	AGENCY PROJECT PRIORITY: 1.
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PROJECT DESCRIPTION/LOCATION: REMODEL AREA TECH BLD 2 FOR DATA CENTER

CONTACT PERSON: ROBERT SMART	TELEPHONE: 208-524-3000 EXT 3355
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PROJECT JUSTIFICATION:

- (A) Concisely describe what the project is. Move existing Data Center from basement area of Sessions Bld 1 to Technical Bld 2.

- (B) What is the existing program and how will it be improved? Current Data Center is located in the basement of the Sessions Bld 1. This area being in the basement could be flooded and the area has water sprinkler system in place. The current area is also the switch gear room for this building. There currently is not cooling available for the racks and servers. The room as become too small to house this equipment and cannot be expanded on.

- (C) What will be the impact on your operating budget? There would be minimal impact to the operating budget.

- (D) What are the consequences if this project is not funded? The Campus could loose all Data communications if there was a flood or if fire system failed.

ESTIMATED BUDGET:	FUNDING:
Land \$	PBF \$ <u>1,000,000</u>
A/E fees <u>100,000</u>	General Account
Construction <u>855,000</u>	Agency Funds
5% Contingency <u>45,000</u>	Federal Funds
F F & E	Other
Other	
Total \$ 1,000,000	Total \$ <u>1,000,000</u>

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CAPITAL BUDGET REQUEST
FY 2012
CAPITAL IMPROVEMENT PROJECT DESCRIPTION
(New Buildings, Additions or Major Renovations)

AGENCY: Eastern Idaho Technical College	AGENCY PROJECT PRIORITY: 2.
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PROJECT DESCRIPTION/LOCATION: CONSTRUCT PARKING LOT, HEALTH CARE BUILDING 6

CONTACT PERSON: Robert Smart	TELEPHONE: 208-524-3000 ext 3355
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PROJECT JUSTIFICATION:

- (A) Concisely describe what the project is. Construct a parking lot on campus to provide parking for students, faculty staff that use the Health Care Education Building 6. This would include design, site work, lighting, concrete curbs, asphalt, striping and signage.
- (B) What is the existing program and how will it be improved? This is a shared building with ISU and EITC. All programs that operate within this building will benefit. Adequate parking in proximity to the facility is essential.
- (C) What will be the impact on your operating budget? Minimum impact will occur, only power for lighting and snow removal.
- (D) What are the consequences if this project is not funded? Life Safety for students, visitors, faculty and staff because they have to cross the current, heavily used roadway that needs to be redesigned. Insufficient number of parking spaces adjacent to this building.

ESTIMATED BUDGET:	FUNDING:
Land \$	PBF \$ <u>925,000</u>
A/E fees 75,000	General Account
Construction 805,000	Agency Funds
5% Contingency 40,250	Federal Funds
F F & E 4,750	Other
Other	
Total \$ 925,000	Total \$ <u>925,000</u>

BUSINESS AFFAIRS AND HUMAN RESOURCES
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CAPITAL BUDGET REQUEST
FY 2012
CAPITAL IMPROVEMENT PROJECT DESCRIPTION
(New Buildings, Additions or Major Renovations)

AGENCY: Eastern Idaho Technical College AGENCY PROJECT PRIORITY: 3.

PROJECT DESCRIPTION/LOCATION: REMODEL HEALTH CARE BUILDING 6 TO ADD CLASSROOM SPACE AND MEETING AREA.

CONTACT PERSON: Robert Smart

TELEPHONE: 208-524-3000 ext 3355

PROJECT JUSTIFICATION:

- (A) Concisely describe what the project is. This project would add nine (9) new classrooms and one (1) large meeting room that could be divided into three (3) rooms.
- (B) What is the existing program and how will it be improved? This would provide needed classroom space for Health Care classes and provide meeting space to seminars and large group meetings.
- (C) What will be the impact on your operating budget? Impact on operating budget would be for lighting and HVAC. Additional Staff would be required.
- (D) What are the consequences if this project is not funded? Not the classroom space usable that is needed. The College at this time does not have a facility to hold large seminars or large group meetings.

ESTIMATED BUDGET:

Land	\$	
A/E fees		<u>450,000</u>
Construction		3,969,000
5% Contingency		<u>81,000</u>
F F & E		
Other		
Total	\$	<u>4,500,000</u>

FUNDING:

PBF	\$	<u>4,500,000</u>
General Account		
Agency Funds		
Federal Funds		
Other		
Total	\$	<u>4,500,000</u>

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BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 12, 2010

**BOISE STATE UNIVERSITY, IDAHO STATE UNIVERSITY &
UNIVERSITY OF IDAHO**

SUBJECT

University NCAA Academic Progress Rate (APR) Scores

BACKGROUND/DISCUSSION

The APR is determined by using the eligibility and retention for each student-athlete on scholarship during a particular academic year. Student-athletes are awarded points for each semester they are enrolled and for each semester they are eligible for intercollegiate competition. The APR is calculated by taking the number of possible points and dividing that number by the total number of points earned from retention and eligibility over the same period of time.

The NCAA instituted the APR requirements beginning in the 2003-04 academic year. Beginning in the fall of 2007, the APR is based on four years of data and every year thereafter, the most current year's data will be added and the oldest year will be removed to create a four-year rolling rate. The benchmark minimum score is 925.

IMPACT

Contemporaneous financial aid penalties can be applied if an athletic team's APR score is below 925. Teams that fall under the contemporaneous penalties risk the loss of future scholarships.

This is the fourth year institutions will be subject to historically based penalties. In the first stage of that structure, teams with APRs below 900 will receive a public warning. If those same teams continue to fall below the 900 cut line, they will be subject to a variety of playing and practice season restrictions, based on a formula that includes a measurement of the team's improvement over the last several years.

After public warnings, penalties become progressively more severe, eventually banning teams from postseason play.

ATTACHMENTS

Institution narrative and NCAA 2008 – 2009 Academic Progress Rates	
Attachment 1 - Boise State University	Page 3
Attachment 2 - Idaho State University	Page 9
Attachment 3 - University of Idaho	Page 19

BUSINESS AFFAIRS AND HUMAN RESOURCES
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STAFF COMMENTS AND RECOMMENDATIONS

Each institution was asked by the Athletic Committee to provide a statement regarding APR and how the NCAA requirement affects that institution. Following the statement from each institution are the NCAA APR sheets for all sports at that institution.

Staff recommends the institutions and Board consider using the APR in head coach's contracts to a greater extent than is currently occurring. At present, bonuses tied to APR scores are relatively minor compared to incentives for such items as team record or rankings. Increasing the incentive for academic achievement along with athletic achievement will help place a higher priority on the life-learning needs of the student-athletes.

BOARD ACTION

This item is for informational purposes only. Any action will be at the Board's discretion.

**Boise State University
Spring 2010 APR Report Summary**

Boise State University Athletic Department continues to improve its Academic Progress Rate on the 2010 Report. Fourteen of the eighteen teams on this year's report improved their scores from last year. Boise State teams led the Western Athletic Conference (WAC) in 6 sports: Football (974), Men's Basketball (986), Men's Tennis (985), Outdoor Men's Track & Field (967), Men's Indoor Track & Field (969) and Men's Cross-Country (1000). A total of 14 Boise State University athletic teams were ranked in the top 3 in the WAC for their sport. Men's Basketball and Men's Cross-Country were ranked in the Top 10% nationally for their sport and earned special recognition from the NCAA. The Football team's APR again ranks in the top 20 scores nationally for the Football Bowl Subdivision (FBS).

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NCAA Division I 2008 - 2009 Academic Progress Rate

Public Report

Institution: Boise State University

Date of Report: 06/04/2010

This report is based on NCAA Division I Academic Progress Rate (APR) data submitted by the institution for the 2005-06, 2006-07, 2007-08, and 2008-2009 academic years.

*[Note: All information contained in this report is for four academic years. Some squads may still have small sample sizes within certain sport groups. In accordance with the Family Educational Rights and Privacy Act's (FERPA's) interpretation of federal privacy regulations, data cells containing three or fewer student-athletes have been suppressed and are indicated by an * symbol. The information in this report does not reflect any changes to data made after this date.]*

The following chart represents by-sport APR averages for noted subgroups.

Sport (N)	Multiyear APR	2008-2009 APR	Percentile Rank within Sport	Percentile Rank within All Sports	All Division I	P u b l i c Institutions	Private Institutions	Football Bowl Subdivision	Football Championship Subdivision	Division I (Non-Football)
By Sport - Men's										
Baseball (298)	NA	NA	NA	NA	954	946	971	960	950	950
Basketball (343)	986	1000	90th-100th	70th-80th	940	931	958	942	938	942
Cross Country (313)	1000	1000	90th-100th	90th-100th	967	962	976	973	963	967
Football (243)	974	1000	80th-90th	50th-60th	944	937	963	947	939	NA
Fencing (19)	NA	NA	NA	NA	967	943	979	975	981	946
Golf (297)	912	1000	1st-10th	1st-10th	969	963	980	973	965	971

* Denotes data representing three or fewer student-athletes. In accordance with FERPA's interpretation of federal privacy regulations, institutions should not disclose statistical data contained in this report in cells made up of three or fewer students without student consent.

N/A = No APR or not applicable.

N = Number of teams represented.

¹ Denotes APR that does not subject the team to a contemporaneous penalty because the team is performing better than the institution's general student body, or based on institutional, athletics and student resources.

² Denotes APR that does not subject the team to contemporaneous penalties due to the squad-size adjustment. The "upper confidence boundary" of a team's APR must be below 925 for that team to be subject to contemporaneous penalties. Squad-size adjustment does not apply to teams with four years of APR data and a multiyear cohort of 30 or more student-athletes.

³ Denotes APR that does not subject the team to historical penalties due to the team's demonstrated academic improvement and favorable comparison based on other academic or institutional factors.

⁴ Denotes APR that does not subject the team to historical penalties due to the squad-size adjustment. The "upper confidence boundary" of a team's APR must be below 900 for that team to be subject to historical penalties. The squad-size adjustment does not apply to teams with four years of APR data and a multiyear cohort of 30 or more student-athletes.

⁵ Denotes APR based on a one year cohort, not subject to a contemporaneous and/or historical penalty.

⁶ Denotes APR based on a two year cohort, not subject to a historical penalty.

NCAA Division I 2008 - 2009 Academic Progress Rate

Public Report

Institution: Boise State University

Date of Report: 06/04/2010

Sport (N)	Multiyear APR	2008-2009 APR	Percentile Rank within Sport	Percentile Rank within All Sports	All Division I	P u b l i c Institutions	Private Institutions	Football Bowl Subdivision	Football Championship Subdivision	Division I (Non-Football)
Gymnastics (16)	NA	NA	NA	NA	979	980	964	978	1000	963
Ice Hockey (58)	NA	NA	NA	NA	975	967	982	976	985	977
Lacrosse (59)	NA	NA	NA	NA	971	971	971	984	977	955
Skiing (13)	NA	NA	NA	NA	974	964	996	964	985	973
Soccer (203)	NA	NA	NA	NA	962	953	971	960	969	960
Swimming (140)	NA	NA	NA	NA	970	964	981	969	972	973
Tennis (264)	985	933	70th-80th	70th-80th	966	959	977	969	965	966
Track, Indoor (259)	969	1000	60th-70th	40th-50th	957	950	972	958	956	960
Track, Outdoor (280)	967	1000	50th-60th	40th-50th	959	951	975	959	958	961
Volleyball (23)	NA	NA	NA	NA	973	967	979	969	981	978
Water Polo (22)	NA	NA	NA	NA	966	965	967	978	985	944
Wrestling (83)	927	918	10th-20th	1st-10th	954	949	966	957	951	947
By Sport - Women's										
Basketball (341)	965	967	40th-50th	30th-40th	966	960	977	967	964	968
Bowling (30)	NA	NA	NA	NA	952	946	967	969	944	976
Cross Country (339)	993	986	80th-90th	80th-90th	974	970	980	977	973	972

* Denotes data representing three or fewer student-athletes. In accordance with FERPA's interpretation of federal privacy regulations, institutions should not disclose statistical data contained in this report in cells made up of three or fewer students without student consent.

N/A = No APR or not applicable.

N = Number of teams represented.

¹ Denotes APR that does not subject the team to a contemporaneous penalty because the team is performing better than the institution's general student body, or based on institutional, athletics and student resources.

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⁵ Denotes APR based on a one year cohort, not subject to a contemporaneous and/or historical penalty.

⁶ Denotes APR based on a two year cohort, not subject to a historical penalty.

NCAA Division I 2008 - 2009 Academic Progress Rate

Public Report

Institution: Boise State University

Date of Report: 06/04/2010

Sport (N)	Multiyear APR	2008-2009 APR	Percentile Rank within Sport	Percentile Rank within All Sports	All Division I	P u b l i c Institutions	Private Institutions	Football Bowl Subdivision	Football Championship Subdivision	Division I (Non-Football)
Fencing (23)	NA	NA	NA	NA	978	966	983	975	991	962
Field Hockey (78)	NA	NA	NA	NA	987	984	989	987	988	986
Golf (249)	984	968	40th-50th	60th-70th	981	978	988	982	980	981
Gymnastics (62)	974	1000	10th-20th	50th-60th	985	984	995	985	993	985
Ice Hockey (35)	NA	NA	NA	NA	982	974	986	985	991	974
Lacrosse (88)	NA	NA	NA	NA	986	987	986	993	989	978
Rowing (87)	NA	NA	NA	NA	985	980	990	982	990	985
Skiing (14)	NA	NA	NA	NA	978	970	993	971	992	962
Soccer (318)	970	991	20th-30th	40th-50th	976	970	987	977	974	979
Softball (286)	917 ⁵	917	1st-10th	1st-10th	972	966	984	974	970	972
Swimming (198)	984	1000	40th-50th	60th-70th	981	977	987	981	983	980
Tennis (321)	985	972	60th-70th	70th-80th	978	975	984	978	976	980
Track, Indoor (311)	974	991	50th-60th	50th-60th	967	962	981	968	969	966
Track, Outdoor (318)	974	991	50th-60th	50th-60th	969	963	981	969	971	967
Volleyball (326)	944	854	1st-10th	10th-20th	976	972	983	977	975	976

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NCAA Division I 2008 - 2009 Academic Progress Rate

Public Report

Institution: Boise State University

Date of Report: 06/04/2010

Sport (N)	Multiyear APR	2008-2009 APR	Percentile Rank within Sport	Percentile Rank within All Sports	All Division I	P u b l i c Institutions	Private Institutions	Football Bowl Subdivision	Football Championship Subdivision	Division I (Non-Football)
Water Polo (33)	NA	NA	NA	NA	973	963	984	974	989	972
By Sport - Co-Ed										
Rifle (22)	NA	NA	NA	NA	971	971	973	973	966	971

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**Idaho State University
Spring 2010 APR Summary Report**

Idaho State University's overall APR score dropped two points from the 2007-08 four year average of 929 to a 2008-09 four year average score of 927. The 2008-09 year was the third year that the APR scores had 4 year averages. In those three years, ISU has scored a 928, 929 and now a 927.

The retention portion of the APR continues to go up for the third straight year with a four year average of 933 up from 2007-08's four year average of 932. The single year retention for ISU was the second highest ever at 937. The only year higher was the 2007-08 year where the score was 943.

The single year and the four year average for eligibility dropped to its lowest score in the history of the APR. The single year was an 893 and the four year score was a 905. At least three of those eligibility points can be attributed to student athletes not completing the graduation application while still completing all requirements to earn a degree.

Team highlights include:

Men's Basketball earning their highest one year score ever of 964 and would have been a perfect 1000 if one student had applied for graduation. The four year score for Men's basketball is over 900 for the first time since four years of data have been available.

Men's Cross Country scored a perfect 1000 for the second year in a row which helped move their four year average to an all time high four year score of 960.

Football improved slightly in both the one year score and the four year score. However the improvements were not enough to avoid Historic Level 2 penalties. Those penalties include:

Scholarship Reduction = 3.84 and Practice Reduction = 4 hours/1 day per week.

Men's Tennis saw a huge jump from the previous two years. The single year score for the 2006-07 year was 792. The single year score for the 2007-08 year was 889. The single year score for the 2008-09 year 952. This helped raise their four year score for the first time in 3 years.

Men's Track (Outdoor) had their second highest single year score earning a 961 and pushing their four year score to a 922.

Women's Cross Country scored a perfect 1000 for the third year in a row and earning a perfect 1000 for their four year average. They are the first team to do that at Idaho State.

Women's Soccer jumped 16 points on their one year score earning a 963 for 2008-09 and a four year score of 966.

Men's Track (Indoor), Women's Golf, Women's Track (Indoor), Women's Track (Outdoor) and Volleyball all had single year scores above 925 in addition to the above so noted.

Women's Golf, Women's Tennis, Women's Track (Indoor), Women's Track (Outdoor) and Volleyball all have 4 year scores above 925 in addition to the above noted.

In order to continue improving APR scores and to make sure Idaho State University is recruiting and signing student-athletes that will be successful in regards to eligibility, retention and graduation the following standards / steps either have been implemented or are in the process of being implemented. The athletic department and university are optimistic that these corrective steps will result in improved APR scores for all sports.

Academic Standard for APR improvement (Requirements for ISU Official Visit /Financial Aid Tender)

In order for a head coach to bring a prospective student-athlete (PSA) on an official visit or offer a financial aid tender, a coach must ensure that the PSA meets the outlined requirements:

Acceptable Requirements

If the PSA is a High School Student they must have

- Core GPA of 2.5 or above
- ACT in Math and English at or above an 18, OR
- SAT score in Math of 490+ and an English score of 460+

If the PSA is a Transfer student they must have

- Academic Core GPA (non activity credits) of 2.5 or above
- Must be on track to complete an AA/AS degree

If the PSA meets this criterion, they will be deemed acceptable for an ISU official visit and/or a financial aid tender at the discretion of the ISU head coach.

At Risk

A PSA that does not meet the exact acceptable requirements, but is within range of what is outlined as acceptable will be deemed at risk and will be considered upon review of the athletic administration staff and sport supervisor(s). The criteria for PSA's that fall into this area are:

High School Student

- Core GPA between a 2.3 and a 2.5
- ACT in Math and English between 16-18
- SAT in Math between 400-490 and English between 400-460

Transfer Student

- Academic GPA (non activity credits) below a 2.3-2.5
- No AA or AS degree and/or was a non-qualifier

Unacceptable

Any PSA that falls into this area will not be offered an opportunity for an official visit or offered a financial aid tender

High School Student

- Core GPA below a 2.3
- ACT in Math and English below a 16
- SAT in Math below 400 and English below 400
- Very short on total of NCAA Core courses completed during their senior year
 - a. Needing two English and four additional core requirements is average for a senior

Transfer Student

- Academic GPA (non activity credits) below a 2.3
- No AA or AS degree and was a non-qualifier
- Has not passed 12 credits each semester
- Will not receive AA degree until after arriving at ISU
- Needing summer school to get certified at ISU
- Not having 6 credits of English and 3 credits of math (non remedial)
 - b. Need to have English and Math in first year at school

MIDTERM GRADE REPORTING – ACADEMIC RECOVERY PLAN

Only D, F, U, NA (not attending), or I (incomplete) grades are reported at midterm. Students receiving such grades will be notified by mail. Those grades are not recorded on the student's transcript and are not used in grade point average computations.

Each Head Coach will receive a complete midterm grade report and the Registrar's Office will send midterm reports to the student-athletes permanent address.

Any student-athlete receiving a D, F, U, NA (not attending), or I (incomplete) grade on a midterm report will have 24 hours to rectify the grade or complete an academic recovery plan with their professor. The recovery plan must be signed by the student-athlete, the professor, and the student-athlete's head coach. This plan must be approved by a member of the student-athlete support center staff in the athletic department.

Failure to rectify the grade or complete an academic recovery plan will result in immediate suspension from all team functions. Team functions include practice, film, lifting and conditioning, travel, team meetings and competition. The suspension will last until the grade is rectified or the academic recovery plan is completed and accepted by the student-athlete support center.

Recovery Plan- must be developed by the student in cooperation with the professor of the particular course. It must specifically address why the poor grade has been earned and **specific** steps that will be implemented in order to bring the grade up to a C or better.

It must be signed by the professor, the student, one of the coaches on staff in the student- athlete's sport and then handed into the Student-Athlete Support Center Staff for approval. Upon approval, the student-athlete may return to their athletic duties.

SUMMER SCHOOL FUNDING/APPLICATION

Summer school funding is allocated to student-athletes on an academic / eligibility need basis. If funding is desired, a student-athlete must turn in a fully completed application by April 1st in order to be eligible.

1. Student-athlete obtains summer school application
2. Student-athlete then meets with all parties needed to in order for approval to complete the form: Major Advisor (after Major Advisor meeting, student-athlete needs to register for the course), Head Coach, and then SASC Staff
3. After all parties approval signatures have been obtained, the application along with a copy of the registered classes, must be turned into the Asst. Athletic Director for Academics or the Asst. Athletic Director for Financial Services, and Athletic Director
4. Shortly after the April 1st deadline decisions on who will be funded for summer school will be made by the Assoc. Athletic Director for Student Support, Asst. Athletic Director for Academics, and the Asst. Athletic Director for Financial Services, and the Athletic Director
5. Head coaches from each team will receive notification of which student-athletes will be funded and at what level. Student-athletes will be notified via email of decision
6. Student-athlete is then responsible for accepting the summer school aide by signing an electronic TranPay through their BengalWeb portal

NCAA Division I 2008 - 2009 Academic Progress Rate

Public Report

Institution: Idaho State University

Date of Report: 06/04/2010

This report is based on NCAA Division I Academic Progress Rate (APR) data submitted by the institution for the 2005-06, 2006-07, 2007-08, and 2008-2009 academic years.

*[Note: All information contained in this report is for four academic years. Some squads may still have small sample sizes within certain sport groups. In accordance with the Family Educational Rights and Privacy Act's (FERPA's) interpretation of federal privacy regulations, data cells containing three or fewer student-athletes have been suppressed and are indicated by an * symbol. The information in this report does not reflect any changes to data made after this date.]*

The following chart represents by-sport APR averages for noted subgroups.

Sport (N)	Multiyear APR	2008-2009 APR	Percentile Rank within Sport	Percentile Rank within All Sports	All Division I	P u b l i c Institutions	Private Institutions	Football Bowl Subdivision	Football Championship Subdivision	Division I (Non-Football)
By Sport - Men's										
Baseball (298)	NA	NA	NA	NA	954	946	971	960	950	950
Basketball (343)	911 ¹	964	20th-30th	1st-10th	940	931	958	942	938	942
Cross Country (313)	960	1000	30th-40th	30th-40th	967	962	976	973	963	967
Football (243)	879	865	1st-10th	1st-10th	944	937	963	947	939	NA
Fencing (19)	NA	NA	NA	NA	967	943	979	975	981	946
Golf (297)	NA	NA	NA	NA	969	963	980	973	965	971

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NCAA Division I 2008 - 2009 Academic Progress Rate

Public Report

Institution: Idaho State University

Date of Report: 06/04/2010

Sport (N)	Multiyear APR	2008-2009 APR	Percentile Rank within Sport	Percentile Rank within All Sports	All Division I	P u b l i c Institutions	Private Institutions	Football Bowl Subdivision	Football Championship Subdivision	Division I (Non-Football)
Gymnastics (16)	NA	NA	NA	NA	979	980	964	978	1000	963
Ice Hockey (58)	NA	NA	NA	NA	975	967	982	976	985	977
Lacrosse (59)	NA	NA	NA	NA	971	971	971	984	977	955
Skiing (13)	NA	NA	NA	NA	974	964	996	964	985	973
Soccer (203)	NA	NA	NA	NA	962	953	971	960	969	960
Swimming (140)	NA	NA	NA	NA	970	964	981	969	972	973
Tennis (264)	862 ^{1 4}	952	1st-10th	1st-10th	966	959	977	969	965	966
Track, Indoor (259)	916 ¹	938	1st-10th	1st-10th	957	950	972	958	956	960
Track, Outdoor (280)	922 ¹	961	1st-10th	1st-10th	959	951	975	959	958	961
Volleyball (23)	NA	NA	NA	NA	973	967	979	969	981	978
Water Polo (22)	NA	NA	NA	NA	966	965	967	978	985	944
Wrestling (83)	NA	NA	NA	NA	954	949	966	957	951	947
By Sport - Women's										
Basketball (341)	920 ¹	833	1st-10th	1st-10th	966	960	977	967	964	968
Bowling (30)	NA	NA	NA	NA	952	946	967	969	944	976

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NCAA Division I 2008 - 2009 Academic Progress Rate

Public Report

Institution: Idaho State University

Date of Report: 06/04/2010

Sport (N)	Multiyear APR	2008-2009 APR	Percentile Rank within Sport	Percentile Rank within All Sports	All Division I	P u b l i c Institutions	Private Institutions	Football Bowl Subdivision	Football Championship Subdivision	Division I (Non-Football)
Cross Country (339)	1000	1000	90th-100th	90th-100th	974	970	980	977	973	972
Fencing (23)	NA	NA	NA	NA	978	966	983	975	991	962
Field Hockey (78)	NA	NA	NA	NA	987	984	989	987	988	986
Golf (249)	949	955	1st-10th	20th-30th	981	978	988	982	980	981
Gymnastics (62)	NA	NA	NA	NA	985	984	995	985	993	985
Ice Hockey (35)	NA	NA	NA	NA	982	974	986	985	991	974
Lacrosse (88)	NA	NA	NA	NA	986	987	986	993	989	978
Rowing (87)	NA	NA	NA	NA	985	980	990	982	990	985
Skiing (14)	NA	NA	NA	NA	978	970	993	971	992	962
Soccer (318)	966	963	20th-30th	40th-50th	976	970	987	977	974	979
Softball (286)	876 ^{1 4}	825	1st-10th	1st-10th	972	966	984	974	970	972
Swimming (198)	NA	NA	NA	NA	981	977	987	981	983	980
Tennis (321)	949	875	1st-10th	20th-30th	978	975	984	978	976	980
Track, Indoor (311)	964	966	30th-40th	30th-40th	967	962	981	968	969	966
Track, Outdoor (318)	959	947	20th-30th	30th-40th	969	963	981	969	971	967

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NCAA Division I 2008 - 2009 Academic Progress Rate

Public Report

Institution: Idaho State University

Date of Report: 06/04/2010

Sport (N)	Multiyear APR	2008-2009 APR	Percentile Rank within Sport	Percentile Rank within All Sports	All Division I	P u b l i c Institutions	Private Institutions	Football Bowl Subdivision	Football Championship Subdivision	Division I (Non-Football)
Volleyball (326)	966	929	20th-30th	40th-50th	976	972	983	977	975	976
Water Polo (33)	NA	NA	NA	NA	973	963	984	974	989	972
By Sport - Co-Ed										
Rifle (22)	NA	NA	NA	NA	971	971	973	973	966	971

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NCAA Division I 2008 - 2009 Academic Progress Rate Penalty Summary

Institution: Idaho State University

Date of Report: 06/04/2010

This report is based on data submitted by the institution for the 2005-06, 2006-07, 2007-08, and 2008-2009 academic years.

This report provides a summary of the teams identified at your institution that are subject to a contemporaneous penalty and/or historical penalty and their multiyear APR. The historical-penalty structure has a cumulative effect that continues to apply each year as a team progresses through the structure. Each year a team fails the historical-penalty review another stage of penalties will be added.

Sport	Multiyear APR	Contemporaneous Penalty	Historical Penalty - Occasion One	Historical Penalty - Occasion Two	Historical Penalty - Occasion Three	Historical Penalty - Occasion Four
Football	879	N/A	Public notice.	Limited to awarding aid to 23.0 initial counters. Limited to awarding aid to 62.0 overall counters. Limited to awarding the equivalency value of 56.7 financial aid awards. Limited to 5.0 days as well as 16.0 hours of countable activity per week.		

¹ Any contemporaneous penalty for the sports of cross country, indoor and/or outdoor track must count against the NCAA maximum team limit for cross country/track and field (i.e., 18 women's, 12.6 men's). If the institution sponsors cross country and does not sponsor track and field, the penalty counts against the NCAA maximum team limit for cross country (i.e., five men's, six women's).

² The penalty amount listed includes a penalty that was previously conditionally waived; however, the team failed to meet the condition and the penalty must now be imposed.

⁴ The Post-Season Competition penalty for this sport has been waived.

⁵ The institution's penalty waiver request is pending.

⁶ The Membership Restriction penalty for this sport has been waived.

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**University of Idaho
Spring 2010 APR Report Summary**

The University of Idaho has a four-year average Academic Progress Rate (APR) over 16 sports of 958. We sponsor 16 NCAA sports and of those, 14 currently maintain a 4-year average of at least 940. We have two programs, Men's Basketball and Football, which are below a 940 cumulative APR. Men's Basketball has a 922 four-year average and Football has a 908 four-year average, both programs increased their averages over the prior year's data.

Specifically, Men's Basketball had a single-year APR of 1000 in 2008-09. The men's basketball program is not subject to any contemporary or historical penalties and should raise the team APR average above the 925 cutline after the 2009-10 data is reported. We anticipate an annual APR for 2009-10 of 946 which will raise our cumulative APR to 942. Since this number is well above the cutline of 925 we will not be taking any corrective action.

Football had a single year APR of 908 in 2008-09 and has a matching multi-year rate. As a result, the football program is restricted to 22 initial counters and 79 overall counters for 2010-11, down three and six from the respective NCAA limits. These scholarship reductions are only applicable to the 2010-11 academic year and no scholarship reductions are anticipated for the 2011-12 academic year after the 2009-10 data is reported. We are anticipating a single year APR for 2009-10 of 969. This will raise the cumulative APR to 922 and should position us to avoid any further scholarship losses. We are confident that our APR issues are behind us and will greatly improve once the 2006-07 data is removed from the cohort and no additional corrective actions are necessary.

Attachment I details the APR's for all WAC schools for each sport. As indicated each WAC institution has at least one team ranked last in Conference APR standings. The University of Idaho has one (football); Boise has three (men's golf, softball, and women's volleyball); Fresno has two (men's tennis, and men's outdoor track); Louisiana Tech has two (men's indoor track and women's indoor track); New Mexico State has two (men's basketball and women's outdoor track); San Jose has three (baseball, women's basketball, women's soccer); Hawaii has one (women's golf); and, Utah State has three (men's cross country, women's gymnastics, women's tennis).

Idaho's average APR score, by sport, is 957.63. That score places Idaho fourth in the nine school conference.

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NCAA Division I 2008 - 2009 Academic Progress Rate Institutional Report

Institution: University of Idaho

Date of Report: 05/26/2010

This report is based on NCAA Division I Academic Progress Rate (APR) data submitted by the institution for the 2005-06, 2006-07, 2007-08, and 2008-09 academic years. The multiyear rate will be reported publicly in 2010. Institutions are encouraged to forward this report to appropriate institutional personnel on campus.

[Note: All information contained in this report is for four academic years. Some squads may still have small sample sizes within certain sport groups. In accordance with the Family Educational Rights and Privacy Act's (FERPA's) interpretation of federal privacy regulations, institutions should not disclose statistical data contained in this report for cells made up of three or fewer students without student consent.]

Sport	APR			Eligibility/Graduation		Retention	
	Multiyear Rate (N)	Multiyear Rate Upper Confidence Boundary	2008 - 2009 (N)	Multiyear Rate	2008 - 2009	Multiyear Rate	2008 - 2009
Men's Basketball	922 (54)	N/A	1000 (13)	961	1000	863	1000
Men's Cross Country	977 (23)	994	967 (8)	932	933	1000	1000
Football	908 (339)	N/A	908 (85)	878	908	926	907
Men's Golf	942 (40)	N/A	925 (10)	923	900	936	950
Men's Tennis	945 (36)	N/A	867 (9)	938	867	906	867
Men's Track, Indoor	946 (79)	N/A	943 (18)	913	914	973	971
Men's Track, Outdoor	940 (85)	N/A	925 (21)	900	875	975	975
Women's Basketball	954 (63)	N/A	982 (15)	983	1000	924	963
Women's Cross Country	981 (39)	N/A	1000 (13)	974	1000	987	1000
Women's Golf	1000 (27)	1000	1000 (7)	1000	1000	981	1000
Women's Soccer	962 (98)	N/A	964 (22)	984	1000	939	927
Women's Swimming	976 (87)	N/A	1000 (20)	988	1000	958	974
Women's Tennis	968 (33)	N/A	971 (9)	984	1000	952	941
Women's Track, Indoor	967 (107)	N/A	962 (26)	947	923	981	981
Women's Track, Outdoor	960 (110)	N/A	962 (26)	940	923	977	981

* Denotes data representing three or fewer student-athletes. In accordance with FERPA's interpretation of federal privacy regulations, institutions should not disclose statistical data contained in this report in cells made up of three or fewer students without student consent.

N/A = No APR or not applicable.

N = Number of student-athletes represented.

¹ Denotes APR that does not subject the team to a contemporaneous penalty because the team is performing better than the institution's general student body, or based on institutional, athletics and student resources.

² Denotes APR that does not subject the team to contemporaneous penalties due to the squad-size adjustment. The "upper confidence boundary" of a team's APR must be below \$user.contemp for that team to be subject to contemporaneous penalties. Squad-size adjustment does not apply to teams with four years of APR data and a multiyear cohort of 30 or more student-athletes.

³ Denotes APR that does not subject the team to historical penalties due to the team's demonstrated academic improvement and favorable comparison based on other academic or institutional factors.

⁴ Denotes APR that does not subject the team to historical penalties due to the squad-size adjustment. The "upper confidence boundary" of a team's APR must be below \$user.hist for that team to be subject to historical penalties. The squad-size adjustment does not apply to teams with four years of APR data and a multiyear cohort of 30 or more student-athletes.

⁵ Denotes APR based on a one year cohort, not subject to a contemporaneous and/or historical penalty.

⁶ Denotes APR based on a two year cohort, not subject to a historical penalty.

NCAA Division I 2008 - 2009 Academic Progress Rate Institutional Report

Institution: University of Idaho

Date of Report: 05/26/2010

Sport	APR			Eligibility/Graduation		Retention	
	Multiyear Rate (N)	Multiyear Rate Upper Confidence Boundary	2008 - 2009 (N)	Multiyear Rate	2008 - 2009	Multiyear Rate	2008 - 2009
Women's Volleyball	974 (50)	N/A	1000 (12)	979	1000	968	1000

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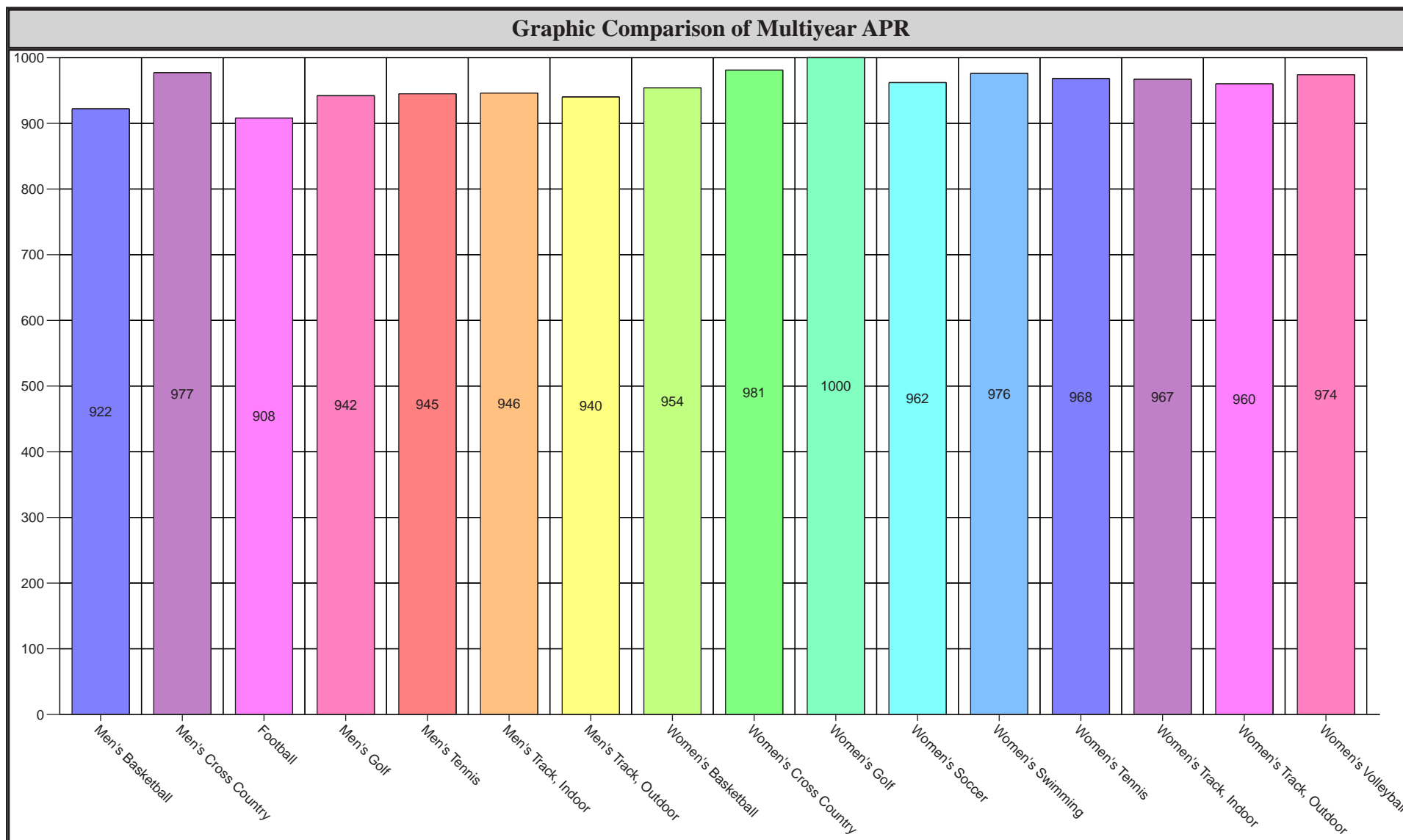
⁶ Denotes APR based on a two year cohort, not subject to a historical penalty.

NCAA Division I 2008 - 2009 Academic Progress Rate Institutional Report

Institution: University of Idaho

Date of Report: 05/26/2010

Sport-by-Sport APR Comparison:



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BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 12, 2010

SUBJECT

Draft Fee Policy to Allow for Differential Fees

REFERENCE

September 2001	Board authorizes UI to bring a proposal to the Board to implement differential fees on a limited basis.
March 2002	UI asks Board for additional time to talk about the issue with students and other stakeholders, and bring a proposal back at a later date.
October 2008	Institutions request direction from the Board whether there is support for a mechanism to request differential fees by the college or universities. Board directs staff to bring forward an amendment to Board Policy V.R.3., adding differential fees.
June 2010	Information Item to seek Board guidance on next steps for differential fees policy.

APPLICABLE STATUTES, RULE OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.R.3.b.

BACKGROUND / DISCUSSION

At the June 17, 2010 meeting of the Board, an agenda item on differential fees was presented and discussed. The Board directed the institutions to bring a draft policy and a draft program to which the policy could apply to the August meeting.

As provided in the attached draft policy, the college and universities could request Board approval for differential fees at the undergraduate or graduate level. Institutions considering differential fees must develop a proposal for Board consideration addressing the following criteria:

- Quality of the student experience: The proposal must address how differential tuition will substantially increase the quality of the learning experience for students and provide the basis for later opportunities that would not be possible without the differential revenues.
- Access, affordability, and student choice of undergraduate major: The proposal for differential fees must address limitations on program access and affordability. The plan shall also include a college advising process that enables the student to anticipate future cost increases and (if necessary) seek additional aid to cover the differential amount over base tuition.
- Cost of Instruction: The differential tuition proposal must include a clear justification related to the variance in program quality and cost, and program

BUSINESS AFFAIRS AND HUMAN RESOURCES
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graduate earnings potential compared to the funds that would be provided through base tuition.

- **Market Pricing:** There should be evidence that the differential tuition proposed is comparable to the student cost for similar programs at peer institutions such that the university is not placed at a competitive disadvantage in attracting the best students and that the differential tuition is appropriate to the national market. The proposal should address the elasticity of demand in its justification.
- **Student Consultation and Support:** All differential fees plans must show evidence of consultation with students who will be affected, both via student representative groups and the annual fee hearings process.

IMPACT

While assessment of differential fees would clearly have an added financial impact on students, the net fiscal burden will depend on each individual proposal. As noted above, institutions would be required to address how a proposed fee would place limitations on program access and affordability.

ATTACHMENTS

Attachment 1- Section V.R.3.b.vi. – Differential Fees, Draft	Page 3
Attachment 2 –Differential Fee Proposal for Engineering, Draft	Page 11

STAFF COMMENTS AND RECOMMENDATIONS

If the Board decides to have this come forward for 1st reading in October, there will likely also be some updates and cleanup to the fee policy including, but not limited to: WUE fees, Senior Citizen fees, and Self-Support fees. Revisions related to these fees were not included in the draft because staff did not want to inadvertently divert the Board's focus from the differential fee issue.

BOARD ACTION

This item is for informational purposes only. Any action will be at the Board's discretion.

R. Establishment of Tuition and Fees

1. Board Policy on Student Tuition and Fees

Consistent with the Statewide Plan for Higher Education in Idaho, the institutions shall maintain tuition and fees that provide for quality education and maintain access to educational programs for Idaho citizens. In setting fees, the Board will consider recommended fees as compared to fees at peer institutions, percent fee increases compared to inflationary factors, fees as a percent of per capita income and/or household income, and the share students pay of their education costs. Other criteria may be considered as is deemed appropriate at the time of a fee change. An institution cannot request more than a ten percent (10%) increase in the total full-time student fee unless otherwise authorized by the Board.

2. Tuition and Fee Setting Process – Board Approved Tuition and Fees

a. Initial Notice

A proposal to alter student tuition and fees covered by Subsection V.R.3. shall be formalized by initial notice of the chief executive officer of the institution at least six (6) weeks prior to the Board meeting at which a final decision is to be made.

Notice will consist of transmittal, in writing, to the student body president and to the recognized student newspaper during the months of publication of the proposal contained in the initial notice. The proposal will describe the amount of change, statement of purpose, and the amount of revenues to be collected.

The initial notice must include an invitation to the students to present oral or written testimony at the public hearing held by the institution to discuss the fee proposal. A record of the public hearing as well as a copy of the initial notice shall be made available to the Board.

b. Board Approval

Board approval for fees will be considered when appropriate or necessary. This approval will be timed to provide the institutions with sufficient time to prepare the subsequent fiscal year operating budget.

c. Effective Date

Any change in the rate of tuition and fees becomes effective on the date approved by the Board unless otherwise specified.

3. Definitions and Types of Tuition and Fees

The following definitions are applicable to tuition and fees charged to students at all of the state colleges and universities, except where limited to a particular institution or institutions.

a. General and Professional-Technical Education Tuition and Fees

Tuition and fees approved by the State Board of Education. Revenues from these fees are deposited as required by Section V, Subsection Q.

i. Tuition – University of Idaho

Tuition is defined as the fee charged for the cost of instruction at the University of Idaho. The cost of instruction shall not include those costs associated with the construction, maintenance, and operation of buildings and facilities, student services; or institutional support, which are complementary to, but not a part of, the instructional program. Tuition may be charged only to nonresident students enrolled in the University of Idaho, or to resident students enrolled in the University of Idaho who are in a professional program, college, school, or department approved by the State Board of Education and the Board of Regents of the University of Idaho; who are taking extra studies; or who are part-time students at the institutions.

ii. Matriculation Fee – University of Idaho

Matriculation fee is defined as the fee charged at the University of Idaho for all educational costs other than the cost of instruction, including, but not limited to, costs associated with the construction, maintenance, and operation of buildings and facilities, student services, and institutional support.

iii. Tuition – Boise State University, Idaho State University, Lewis-Clark State College

Tuition is defined as the fee charged for any and all educational costs at Boise State University, Idaho State University, and Lewis Clark State College. Tuition fees include, but are not limited to, costs associated with academic services; instruction; the construction, maintenance, and operation of buildings and facilities; student services; or institutional support.

iv. Professional-Technical Education Fee

Professional-Technical Education fee is defined as the fee charged for educational costs for students enrolled in Professional-Technical Education pre-employment, preparatory programs.

v. Part-time Credit Hour Fee

Part-time credit hour fee is defined as the fee per credit hour charged for educational costs for part-time students enrolled in any degree program.

vi. Graduate Fee

Graduate fee is defined as the additional fee charged for educational costs for full-time and part-time students enrolled in any post- baccalaureate degree-granting program.

vii. Western Undergraduate Exchange (WUE) Fee

Western Undergraduate Exchange fee is defined as the additional fee for full-time students participating in this program and shall be equal to fifty percent (50%) of the total of the tuition fee, matriculation fee, facility fee, and activity fee.

viii. Employee/Spouse Fee

The fee for eligible participants shall be a registration fee of twenty dollars (\$20.00) plus five dollars (\$5.00) per credit hour. Eligibility shall be determined by each institution. Employees at institutions and agencies under the jurisdiction of the Board may be eligible for this fee. Special course fees may also be charged.

ix. Senior Citizen Fee

The fee for Idaho residents who are 60 years of age or older shall be a registration fee of twenty dollars (\$20.00) plus five dollars (\$5.00) per credit hour. This fee is for courses on a space available basis only. Special course fees may also be charged.

x. In-Service Teacher Education Fee

The fee shall be one-third of the average part-time undergraduate credit hour fee or one-third of the average graduate credit hour fee. This special fee shall be applicable only to approved teacher education courses. The following guidelines will determine if a course or individual qualifies for this special fee.

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES

ATTACHMENT 1

SECTION: V. FINANCIAL AFFAIRS

Subsection: R. Establishment of Fees

~~September~~ ~~December~~ 200910

- (a) The student must be an Idaho public school teacher or other professional employee of an Idaho school district.
- (b) The costs of instruction are paid by an entity other than an institution.
- (c) The course must be approved by the appropriate academic unit(s) at the institution.
- (d) The credit awarded is for professional development and cannot be applied towards a degree program.

xi. Workforce Training Credit Fee

This fee is defined as a fee charged students enrolled in a qualified Workforce Training course where the student elects to receive credit. The fee is charged for processing and transcribing the credit. The cost of delivering Workforce Training courses, which typically are for noncredit, is an additional fee since Workforce Training courses are self-supporting. The fees for delivering the courses are retained by the technical colleges. The Workforce Training fee shall be \$10.00 per credit.

b. Institutional Local Fees – Approved by the Board

Institutional local fees are both full-time and part-time student fees that are approved by the State Board of Education and deposited into local institutional accounts. Local fees shall be expended for the purposes for which they were collected.

The facilities, activity and technology fees shall be displayed with the institution's tuition and fees when the Board approves tuition and fees.

i. Facilities Fee

Facilities fee is defined as the fee charged for capital improvement and building projects and for debt service required by these projects. Revenues collected from this fee may not be expended on the operating costs of the general education facilities.

ii. Activity Fee

Activity fee is defined as the fee charged for such activities as intercollegiate athletics, student health center, student union operations, the associated student body, financial aid, intramural and recreation, and other activities which directly benefit and involve students. The activity fee shall not be

charged for educational costs or major capital improvement or building projects. Each institution shall develop a detailed definition and allocation proposal for each activity for internal management purposes.

iii. Technology Fee

Technology fee is defined as the fee charged for campus technology enhancements and operations.

iv. Professional Fees

To designate a professional fee for a Board approved program, *all* of the following criteria must be met:

(a) Credentialing Requirement:

- 1) A professional fee may be assessed if graduates of the professional program obtain a specialized higher education degree that qualifies them to practice a professional service or to be eligible for credentialing or licensing to practice a professional service.
- 2) The program leads to a degree that is at least the minimum required for entry to the practice of a profession.

(b) Accreditation Requirement (if applicable): The program meets the requirements of national/specialized/professional accrediting agencies as defined by the State Board of Education.

(c) Extraordinary Program Costs: The cost of the professional program significantly exceeds the cost of nonprofessional programs at the institution. Institutions will be required to provide documentation to support the reported cost of the program.

Institutions will propose professional fees for Board approval based on the costs to deliver the program.

v. Self-Support Certificate and Program Fees

Self-support certificates and programs are a defined set of specific courses that must all be successfully completed in order to earn the certificate. Such programs must be encapsulated, separate and distinct from the regular courses of the institution. Institutions may offer self-support certificates and programs if the fees assessed cover all costs of the program and no appropriated funds are used to support the program. In addition, students pay a fee for the entire program and may not enroll for program courses on an individual course-by-course basis. Students enrolled in the self-support

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programs may take courses outside of the program as long as they pay the required tuition and fees for those courses. Institutions will establish such fees on an individual program basis according to anticipated expenditures. Self-support certificate and program fees are retained by the institution.

vi. Differential Fees

Differential fees are defined as additional fees on the basis of specified criteria that are supplementary to the base tuition and fees approved by the Board. Differential fees are intended to: 1) offset higher than average instructional costs; 2) provide supplemental resources to enhance program quality; or 3) reflect the market pricing for programs with high demand.

As provided below, institutions may request Board approval for differential fees at either the undergraduate or graduate level subject to the following:

(a) Institutions requesting Board approval of differential fees shall develop a proposal addressing the following criteria:

- 1) Specify how such fees will positively impact the quality of the learning experience for the student and provide a basis for later opportunities that would not be possible without the differential increase.
- 2) Address limitations on program access and affordability. The plan shall also include a college advising process that enables the student to anticipate future cost increases and (if necessary) seek additional aid to cover the differential amount over base tuition and fees.
- 3) Differential fee requests shall include specific information to identify the premium in program quality and evidence that the program requires markedly higher than average expenditures for faculty, staff and/or equipment. In addition, market-based information should be provided to demonstrate that employment opportunities support the higher price.
- 4) The differential fee plan shall demonstrate that the cost necessary to operate the program the institution seeks to deliver exceeds the funding provided through base appropriated funds, tuition and fees.
- 5) Evidence shall be provided that demonstrates the differential fee plan proposal would result in student costs that are comparable to the student cost for similar programs at peer institutions such that the institution is not disadvantaged in attracting students.

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6) The proposal shall address the elasticity of the program's demand in its justification.

(b) Differential fee plans shall show evidence of consultation with affected students both through student representative groups and the annual student tuition and fee hearings process, and how student comments were addressed.

vii. Contracts and Grants

Special fee arrangements are authorized by the Board for instructional programs provided by an institution pursuant to a grant or contract approved by the Board.

viii. Student Health Insurance Premiums or Room and Board Rates

Fees for student health insurance premiums paid either as part of the uniform student fee or separately by individual students, or charges for room and board at the dormitories or family housing units of the institutions. Changes in insurance premiums or room and board rates or family housing charges shall be approved by the Board no later than three (3) months prior to the semester the change is to become effective. The Board may delegate the approval of these premiums and rates to the chief executive officer.

c. Institutional Local Fees and Charges Approved by Chief Executive Officer

These local fees and charges are assessed to support specific activities and are only charged to students that engage in these particular activities. Local fees and charges are deposited into local institutional accounts and shall only be expended for the purposes for which they were collected.

i. Continuing Education

Continuing education fee is defined as the additional fee to part-time students which is charged on a per credit hour basis to support the costs of continuing education.

ii. Course Overload Fee

This fee may be charged to full-time students with excessive course loads as determined by each institution.

iii. Special Course Fees or Assessments

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES

ATTACHMENT 1

SECTION: V. FINANCIAL AFFAIRS

Subsection: R. Establishment of Fees

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A special course fee is a fee required for a specific course or special activity and, therefore, not required of all students enrolled at the institution. Fees such as penalty assessments, library fines, continuing education fees, parking fines, ~~laboratory fees, breakage fees, fees for video outreach courses,~~ late registration fees, and fees for special courses offered for such purposes as remedial education credit that do not count toward meeting degree requirements are considered special course fees. All special course fees or penalty assessments, or changes to such fees or assessments, are established and become effective in the amount and at the time specified by the chief executive officer of the institution. The chief executive officer is responsible for reporting these fees to the Board upon request.

For illustrative purposes only, the following is a Differential Fee proposal by BSU for its College of Engineering. BSU does not represent that the proposal presented is in final form, nor has Board staff attempted to verify the accuracy of the information presented.

Differential Fees

Differential fees are defined as additional fees that are supplementary to the base tuition and fees approved by the Board. Differential fees are intended to: 1) offset higher than average instructional costs; or 2) provide supplemental resources to enhance program quality; or 3) reflect the market for programs with high demand.

Rationale

Currently, the total tuition and fee revenue per student that is invested in higher education in Idaho is considerably below that of other states with comparable public institutions. Additionally, there is an inherently higher cost to educating engineers than most other majors. Reasons include the cost of state-of-the-art laboratories and equipment, staffing needs for students in the laboratory environment, higher market-driven salary levels for faculty and specialized technical staff, and increasing demand and enrollments for programs. As a design-based creative enterprise as well as a laboratory science, engineering requires studios, projects, communication and interpersonal skills, and experiential learning. Group projects require resources beyond traditional lecture courses due to coordination with industry and the community, variable time commitments, access to commercial grade computer software, and actual production of working prototypes. It is precisely the skills acquired in this environment that are most valuable to the graduates and their prospective or current employers. Professional accreditation requirements for all undergraduate majors in the College of Engineering (COE) reflect the need for increased resources in assessment and evaluation in addition to the areas described above.

- 1) Specify how such fees will positively impact the quality of the learning experience for the student and provide a basis for later opportunities that would not be possible without the differential increase.**

The revenues from this fee will be utilized to provide a high quality undergraduate engineering experience through innovative and personalized programs, and producing outstanding, highly sought after graduates who directly contribute to the economic vitality of the state and nation. Additional resources are required to meet the rising costs of professional engineering education and the increased demand for COE majors. Specifically, the fees would support the following: laboratory equipment and peer assistance, professional advising, assessment and

professional accreditation coordination, and student internship assistance.

- 2) Address limitations on program access and affordability. The plan shall also include a college advising process that enables the student to anticipate future cost increases and (if necessary) seek additional aid to cover the differential amount over base tuition and fees.**

Differential fees are included in the cost of attendance calculation for federal financial aid and may be included in financial aid package awarded to eligible students. Students should plan ahead and discuss the impacts of these fees with their academic advisors and with the financial aid office. Scholarships and awards may be utilized to cover this fee.

- 3) Differential fee requests shall include specific information to identify the premium in program quality and evidence that the program requires markedly higher than average expenditures for faculty, staff and/or equipment. In addition, market-based information should be provided to demonstrate that employment opportunities support the higher price.**

The proposed fee is \$1,000 per semester at the junior and senior level for majors within the COE, with a maximum fee of \$4,000 prior to graduation. The fee would be phased in over a period of three years: \$500 per semester in 2011-12, \$750 per semester in 2012-13, \$1,000 per semester in 2013-14 and beyond. This fee would be prorated for part-time students and will replace all laboratory and course fees currently charged by the COE at the junior and senior levels to their college majors.

Estimated Revenues

	<i>Estimated # of Juniors & Seniors</i>	<i>2011-12 \$500/ sem./stud.</i>	<i>2012-13 \$750/ sem./stud.</i>	<i>2013-14 \$1000/ sem./stud.</i>
<i>BSU</i>	<i>262</i>	<i>\$262,000</i>	<i>\$393,000</i>	<i>\$524,000</i>

Student estimates based on average # of graduates per year for past five years multiplied by two (Juniors & Seniors).

Graduates from the College of Engineering routinely receive more job offers and higher salary offers than any other undergraduate majors at their respective universities. Demand for engineering, computer science, and construction management graduates continues to escalate, and graduates enter what are projected to be some of the most recession-proof careers. Graduates from COE directly impact the economic vitality of the state and fuel its innovation industry. According

to the National Association of Colleges and Employers, engineering graduates in 2009 earned the highest starting salary spot with an average of \$59,177. The professional fee proposed above represents one month of income. In this sense, a B.S. degree from the College of Engineering continues to be not only a bargain but also a smart investment in the future.

- 4) The differential fee plan shall demonstrate that the cost necessary to operate the program the institution seeks to deliver exceeds the funding provided through base appropriated funds, tuition and fees.**

The allocation of tuition and fee revenues is currently not sufficient to cover the costs of all academic programs nor do tuition revenues cover educational costs. While funds are often re-allocated to important academic programs, it is a zero sum game under the current economic conditions. Thus, dollars would have to be re-allocated from other programs to cover the increased costs in the Engineering programs. Those types of changes are incremental and do not meet the needs of these programs since the tuition revenues must cover the reductions in other funding sources. Differential fees are resourced directly to the program in a timeframe that allows the COE to use these funds to support the program immediately.

- 5) Evidence shall be provided that demonstrates the differential fee plan proposal would result in student costs that are comparable to the student cost for similar programs at peer institutions such that the institution is not disadvantaged in attracting students.**

WICHE and other independent organizations have documented the low tuition and fees in Idaho as compared to other public institutions in the west. In addition, comparisons with the University's peer institutions that have colleges of engineering show that the University's tuition and fees are in the lowest quartile. When compared with those same institutions that charge a differential fee for engineering majors, this proposal would continue to rank the COE as charging undergraduate engineering majors in the lowest quartile of these same institutions. This potentially hampers the ability to continuously innovate and enhance the quality and breadth of the undergraduate experience.

- 6) The proposal shall address the elasticity of the program's demand in its justification.**

Since the College of Engineering opened 14 years ago, enrollments in the College have increased by over 6 percent per year. Given the funding challenges of the last few years, the College is struggling to

meet the demand for incoming majors. Surveys and meetings show that students would prefer to pay additional fees if they could be able to get their classes and labs and have access to the faculty and specialized equipment that can enhance their engineering education. Given the current and future career opportunities, we do not expect to see a reduction in demand for engineering majors. Alternatively, if we don't obtain additional funding to support these programs, it is possible that we will need to limit access for future majors.

7) Differential fee plan proposals shall show evidence of consultation with affected students both through student representative groups and the annual student tuition and fee hearings process, and how student comments were addressed.

A task force was identified that consisted of students, faculty and staff in the COE, as well as the COE Advisory Board. The task force developed a proposal that was shared with the entire college and engineering majors. This process included public meetings and opportunities to provide input and adjustments were made to the proposal. The resulting proposal was shared with the University's Executive Budget Committee and approved by the President to bring forward as part of the University's annual tuition and fee increase request.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 12, 2010

SUBJECT

In-Service Teacher Education Fees policy – second reading

REFERENCE

April 2010	Board approves waiver of Board Policy Section V.R.3.a.x. for the summer of 2010
June 2010	Board approves 1 st Reading

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.R.3.a.x

BACKGROUND/DISCUSSION

In December 2009 the Board approved the first reading to amend Board Policy I.N.1. to enable institutions offer competitive pricing of in-service teacher education and open eligibility to certified teachers or other professional employees working in an Idaho elementary or secondary school.

IMPACT

Amending of this Policy will have a positive fiscal impact for the school districts and the institutions at a time when both are experiencing considerable reductions in State funding.

ATTACHMENTS

Attachment 1 – Board Policy V.R.3.a.x.

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

There were no changes from the first reading. Board staff recommends approval of the second reading of Board Policy V.R.3.a.x. as submitted.

BOARD ACTION

I move to approve the second reading of proposed amendments to Board Policy Section V.R.3.a.x, In-Service Teacher Education Fee as presented.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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R. Establishment of Tuition and Fees

3. Definitions and Types of Tuition and Fees

The following definitions are applicable to tuition and fees charged to students at all of the state colleges and universities, except where limited to a particular institution or institutions.

a. General and Professional-Technical Education Tuition and Fees

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ii. Matriculation Fee – University of Idaho

Matriculation fee is defined as the fee charged at the University of Idaho for all educational costs other than the cost of instruction, including, but not limited to, costs associated with the construction, maintenance, and operation of buildings and facilities, student services, and institutional support.

iii. Tuition – Boise State University, Idaho State University, Lewis-Clark State College

Tuition is defined as the fee charged for any and all educational costs at Boise State University, Idaho State University, and Lewis Clark State College. Tuition fees include, but are not limited to, costs associated with academic services; instruction; the construction, maintenance, and operation of buildings and facilities; student services; or institutional support.

iv. Professional-Technical Education Fee

Professional-Technical Education fee is defined as the fee charged for educational costs for students enrolled in Professional-Technical Education pre-employment, preparatory programs.

v. Part-time Credit Hour Fee

Part-time credit hour fee is defined as the fee per credit hour charged for educational costs for part-time students enrolled in any degree program.

vi. Graduate Fee

Graduate fee is defined as the additional fee charged for educational costs for full-time and part-time students enrolled in any post- baccalaureate degree-granting program.

vii. Western Undergraduate Exchange (WUE) Fee

Western Undergraduate Exchange fee is defined as the additional fee for full-time students participating in this program and shall be equal to fifty percent (50%) of the total of the tuition fee, matriculation fee, facility fee, and activity fee.

viii. Employee/Spouse Fee

The fee for eligible participants shall be a registration fee of twenty dollars (\$20.00) plus five dollars (\$5.00) per credit hour. Eligibility shall be determined by each institution. Employees at institutions and agencies under the jurisdiction of the Board may be eligible for this fee. Special course fees may also be charged.

ix. Senior Citizen Fee

The fee for Idaho residents who are 60 years of age or older shall be a registration fee of twenty dollars (\$20.00) plus five dollars (\$5.00) per credit hour. This fee is for courses on a space available basis only. Special course fees may also be charged.

x. In-Service Teacher Education Fee

The fee shall not exceed one-third of the average part-time undergraduate credit hour fee or one-third of the average graduate credit hour fee. This special fee shall be applicable only to approved teacher education courses.

The following guidelines will determine if a course or individual qualifies for this special fee.

- (a) The student must be an Idaho certified teacher or other professional employee at an Idaho elementary or secondary school.
- (b) The costs of instruction are paid by an entity other than an institution.
- (c) The course must be approved by the appropriate academic unit(s) at the institution.
- (d) The credit awarded is for professional development and cannot be applied towards a degree program.

xi. Workforce Training Credit Fee

This fee is defined as a fee charged students enrolled in a qualified Workforce Training course where the student elects to receive credit. The fee is charged for processing and transcribing the credit. The cost of delivering Workforce Training courses, which typically are for noncredit, is an additional fee since Workforce Training courses are self-supporting. The fees for delivering the courses are retained by the technical colleges. The Workforce Training fee shall be \$10.00 per credit.

b. Institutional Local Fees – Approved by the Board

Institutional local fees are both full-time and part-time student fees that are approved by the State Board of Education and deposited into local institutional accounts. Local fees shall be expended for the purposes for which they were collected.

The facilities, activity and technology fees shall be displayed with the institution's tuition and fees when the Board approves tuition and fees.

i. Facilities Fee

Facilities fee is defined as the fee charged for capital improvement and building projects and for debt service required by these projects. Revenues collected from this fee may not be expended on the operating costs of the general education facilities.

ii. Activity Fee

Activity fee is defined as the fee charged for such activities as intercollegiate athletics, student health center, student union operations, the associated

student body, financial aid, intramural and recreation, and other activities which directly benefit and involve students. The activity fee shall not be charged for educational costs or major capital improvement or building projects. Each institution shall develop a detailed definition and allocation proposal for each activity for internal management purposes.

iii. Technology Fee

Technology fee is defined as the fee charged for campus technology enhancements and operations.

iv. Professional Fees

To designate a professional fee for a Board approved program, *all* of the following criteria must be met:

(a) Credentialing Requirement:

- 1) A professional fee may be assessed if graduates of the professional program obtain a specialized higher education degree that qualifies them to practice a professional service or to be eligible for credentialing or licensing to practice a professional service.
- 2) The program leads to a degree that is at least the minimum required for entry to the practice of a profession.

(b) Accreditation Requirement (if applicable): The program meets the requirements of national/specialized/professional accrediting agencies as defined by the State Board of Education.

(c) Extraordinary Program Costs: The cost of the professional program significantly exceeds the cost of nonprofessional programs at the institution. Institutions will be required to provide documentation to support the reported cost of the program.

Institutions will propose professional fees for Board approval based on the costs to deliver the program.

v. Self-Support Certificate and Program Fees

Self-support certificates and programs are a defined set of specific courses that must all be successfully completed in order to earn the certificate. Such programs must be encapsulated, separate and distinct from the regular courses of the institution. Institutions may offer self-support certificates and programs if the fees assessed cover all costs of the program and no appropriated funds are used to support the program. In addition, students

pay a fee for the entire program and may not enroll for program courses on an individual course-by-course basis. Students enrolled in the self-support programs may take courses outside of the program as long as they pay the required tuition and fees for those courses. Institutions will establish such fees on an individual program basis according to anticipated expenditures. Self-support certificate and program fees are retained by the institution.

vi. Contracts and Grants

Special fee arrangements are authorized by the Board for instructional programs provided by an institution pursuant to a grant or contract approved by the Board.

vii. Student Health Insurance Premiums or Room and Board Rates

Fees for student health insurance premiums paid either as part of the uniform student fee or separately by individual students, or charges for room and board at the dormitories or family housing units of the institutions. Changes in insurance premiums or room and board rates or family housing charges shall be approved by the Board no later than three (3) months prior to the semester the change is to become effective. The Board may delegate the approval of these premiums and rates to the chief executive officer.

c. Institutional Local Fees and Charges Approved by Chief Executive Officer

These local fees and charges are assessed to support specific activities and are only charged to students that engage in these particular activities. Local fees and charges are deposited into local institutional accounts and shall only be expended for the purposes for which they were collected.

i. Continuing Education

Continuing education fee is defined as the additional fee to part-time students which is charged on a per credit hour basis to support the costs of continuing education.

ii. Course Overload Fee

This fee may be charged to full-time students with excessive course loads as determined by each institution.

iii. Special Course Fees or Assessments

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES

ATTACHMENT 1

SECTION: V. FINANCIAL AFFAIRS

Subsection: R. Establishment of Fees

August 2010

A special course fee is a fee required for a specific course or special activity and, therefore, not required of all students enrolled at the institution. Fees such as penalty assessments, library fines, continuing education fees, parking fines, laboratory fees, breakage fees, fees for video outreach courses, late registration fees, and fees for special courses offered for such purposes as remedial education credit that do not count toward meeting degree requirements are considered special course fees. All special course fees or penalty assessments, or changes to such fees or assessments, are established and become effective in the amount and at the time specified by the chief executive officer of the institution. The chief executive officer is responsible for reporting these fees to the Board upon request.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 12, 2010

BOISE STATE UNIVERSITY

SUBJECT

Approval to hire a broker for the sale of a radio frequency license

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.I.

BACKGROUND/DISCUSSION

Boise State University operates Boise State Public Radio in southern Idaho. All licenses for broadcast on various AM and FM frequencies are held by Boise State University in the name of the State Board of Education.

In the Boise area, Boise State operates on two FM frequencies (91.5 FM and 90.3 FM) and one AM frequency (730 AM). The University also maintains licenses in other geographic regions.

Given the two FM frequencies for the Boise area, the advent of High Definition FM radio technologies (HDFM), and the poor signal quality associated with the AM frequency, the University has determined that the University no longer needs the AM frequency. The University finds that it can meet its public radio mission for community outreach utilizing its two FM frequencies.

The University has engaged in discussions with two professional brokers that specialize in the sale of radio frequency licenses. The University has been in discussion with the Media Services Group out of Logan, Utah and with William A. Exline Incorporated of San Francisco, California as probable brokers to market and sell the AM frequency license. Each of these companies is experienced in the sale and transfer of radio frequencies and can assist not only with the sale, but with the mechanics of the transfer of an FCC license. The brokerage fees are likely to be approximately ten (10) percent of the value obtained from the license sale.

IMPACT

The University is requesting Board approval and exemption from Board policy that refers to State Surplus Property procedures. The University does not feel that standard State Surplus Property sales will garner the highest value for the sale. The use of a professional brokerage for the sale of such rights is deemed to be the most commercially reasonable method of sale. While the amount garnered may end up being less than that normally requiring Board approval, the Board's approval will grant authority to the University to sell by this method and to execute such documents and agreements necessary to carry-out the sale as outlined above.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 12, 2010

STAFF COMMENTS AND RECOMMENDATIONS

Weak AM radio listener audience and signal strength make BSU's AM frequency a lower priority than its FM frequencies. When considering the cost benefits, BSU has determined it would like to divest its AM frequency. While the sale price could fall within its delegated authority limit under Board policy for the disposal of personal property, since this involves the sale a unique asset, BSU decided it would be prudent to seek Board approval.

The sale of a broadcast frequency is a complex and highly regulated transactional environment. As such, use of a professional media broker knowledgeable about media valuations and acquisitions and the media property industry is appropriate. Staff recommends approval.

BOARD ACTION

I move to approve the request by Boise State University to sell the FCC broadcast license to the 730 AM frequency, to utilize a broker to accomplish such sale, the exemption from Board policy V.I., and to execute such documents as are necessary to finalize the sale and transfer the frequency license.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 12, 2010

BOISE STATE UNIVERSITY

SUBJECT

Information item regarding finalization of ACC relationship

REFERENCE

June 2009	Board approval of MOU with American Campus Communities
February 2010	Board review of summary ground lease terms
April 2010	Board votes against final ground lease terms with American Campus Communities

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.I.3.

BACKGROUND/DISCUSSION

Following the decision to discontinue the relationship between Boise State University and American Campus Communities (ACC), the University initiated discussions with ACC regarding payment for development services and architectural plans related to the housing development. Pursuant to the Memorandum of Understanding (MOU) previously approved by the Board, the University is required to reimburse ACC for the predevelopment expenses related to the housing. In doing so the University will become owner of the plans and drawings and will be able to develop the properties and housing as approved by the Board. A concurrent agenda item addresses the first phase of such development.

ACC has provided the University with over 5,000 pages of supporting documentation related to its reimbursable items that are part of the MOU. In addition, the University entered into negotiations to purchase property that ACC acquired in anticipation of future phases of the housing project. Finally, the University negotiated the developer fee as provided in the MOU to purchase the development rights in advance of such potential construction in the future.

IMPACT

The reimbursable amounts the University owes to ACC were defined in the MOU along with the schedule. According to the agreed upon predevelopment risk budget, the University owed ACC \$2,210,702. ACC's actual expenditures according to the documentation were \$2,358,310. The University proposed payment of the \$2,210,702 as provided in the MOU.

The MOU required a payment of a three-percent developer's fee based on the construction costs of the project if the University moved forward with the plans

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 12, 2010

produced by ACC. Based on the estimated construction costs for the agenda item for approval at this meeting, that amount due to ACC is \$454,392. The University proposes payment of that amount. In addition, the MOU called for a future developer's fee up to a maximum of \$1,306,037 if future phases of the project were built pursuant to the ACC plans. This left a difference of \$851,645 as potential future development payment. The University negotiated an amount to pay in advance to allow the University full right, title and interest to construct in the future without future development fee. The University and ACC agreed to a fee of \$738,094.

Thus, the University's final proposed payment to ACC for complete resolution of the MOU terms to include the reimbursement and negotiated development fee is \$2,948,796.

In anticipation of the proposed ground lease transaction, ACC purchased five parcels of property in the University's long term expansion area. The MOU stated that the University would not force the sale of those properties (condemnation) for less than ACC's costs and expenses. Currently, those parcels are worth less than ACC's cost. The University may, but is not required to, purchase those parcels from ACC in the future. Alternatively, ACC may hold the properties or sell to third parties. If the University decides to purchase these properties in the future, the purchase price negotiation will be consistent with other purchases in the expansion area with a maximum price (if utilizing eminent domain pursuant to the MOU terms) not to exceed ACC's costs of acquisition.

Finally, the University is entering into professional service agreements with the lead architect used by ACC. The lead architect is also incorporating the services of the engineering firms and landscape architect firms that provided services to ACC. By doing so, the architects and engineers of record are transferring to the University's project to ensure continuity and to ensure the appropriate parties have approved the plans and specifications. The University is paying these professionals directly for their work subsequent to the work performed for ACC.

STAFF COMMENTS AND RECOMMENDATIONS

This agenda item is the result of settlement negotiations stemming from the Board's decision in April to not authorize final ground lease terms between BSU and American Campus Communities for a proposed student housing project. The total settlement amount for reimbursement predevelopment services and negotiated developer's fees is \$2,948,796. The maximum amount of compensation owed ACC for its efforts expended and resources devoted to this project under the terms of the MOU is \$3,566,739. Thus, the settlement negotiations resulted in a savings to BSU of \$617,943.

Note that this settlement does not reflect a complete resolution of the relationship between the parties in the sense that ACC still has ownership of five parcels of real property in BSU's long term expansion area. The settlement does stipulate,

BUSINESS AFFAIRS AND HUMAN RESOURCES
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however, that if BSU decides to purchase these properties from ACC in the future, the purchase price will not to exceed ACC's costs of acquisition.

BOARD ACTION

This item is for informational purposes. The resolution of these development costs are part of the budget for the Student Housing Project presented in the subsequent agenda item. Board approval of that project and its development budget will approve the payments as outlined above.

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BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 12, 2010

BOISE STATE UNIVERSITY

SUBJECT

Approval to construct student housing facilities on Lincoln Avenue

REFERENCE

February 2008	Board approved extension of Expansion Zone and Capital Projects update
June 2009	Board approved MOU with American Campus Communities
February 2010	Board reviewed summary of ground lease terms
April 2010	Board did not approve ground lease with American Campus Communities
June 2010	Board postpones approval for construction of housing facilities on Lincoln Avenue pending additional financial information

APPLICABLE STATUTE, RULE OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.K.1.

BACKGROUND/DISCUSSION

Demand for on-campus housing at Boise State University continues to grow. The 2005 University Master Plan identified locations in the south campus expansion zone for future student housing facilities, including locations adjacent to Lincoln Avenue, the proposed site for this development.

In June 2009 the Board approved the University's request to enter into an MOU with a private developer, American Campus Communities (ACC), and to undertake the design and predevelopment activities for new student housing facilities. Throughout the process, university staff worked closely with ACC and their design consultants to plan and design housing facilities for upper division students. The result was the development of plans and specifications to construct 874 beds of student housing and the development of a ground lease related to the development and long term use of the facility.

In April 2010, the Board did not approve a proposed ground lease, in part due to changes in the treatment of public-private partnerships by bond rating agencies and the potential impact on the University's credit profile and future debt capacity. The MOU specifies the payment of certain settlement costs to ACC should the ground lease not be approved, and the transfer of ownership and development rights of the plans, design documents, and construction documents

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 12, 2010

to the University so that the University could proceed to build housing utilizing these plans and documents.

In June 2010, the Board postponed approval to construct housing on Lincoln Street due to the wide range of cost estimates available at that time and the need for completed financials for the project. Subsequently the University sought a third party review of construction costs and has generated project financials to more accurately reflect the anticipated budget based on that review. The University is now prepared to request authorization to construct the previously proposed and designed student housing facilities, but as a public project led by the University and contracted through the Division of Public Works. The proposed development will be owned, operated and managed by the University and will be a significant improvement to the campus student housing system.

The student housing project will be developed in a series of stand-alone facilities located in the south campus expansion zone as seen in Attachment 3. In addition to the student housing facilities, this project may include an intramural sports field and support facility as additive alternates.

While the University intends to adhere to the proposed student housing design, it has opted to construct a portion of the proposed project represented by the townhouse style housing, versus traditional “dorm” style housing. This will reduce the initial phase of this project from the 874 beds to approximately 360 beds. (The remainder of the original Phase I could be completed at a later date as financial permits.) Since the University did not anticipate issuing additional debt for the housing project utilizing the public-private partnership model, the University had to re-assess the impact of building additional housing on the University’s current debt capacity and the impact on future building and financing plans. The University determined that the townhome portion of the project would best meet current student housing needs. In addition, it would allow the University to continue to plan for future academic buildings in accordance with the Campus Master Plan.

IMPACT

Based on the completed design documents and updated cost estimate, the total project costs for this portion of the project are estimated to not exceed \$22.2 million, including contingencies, architectural and engineering fees, commissioning, testing, and other administrative and soft costs. The project costs also include ACC settlement costs incurred for project design (see related agenda item outlining settlement costs), site utilities needed for development of the project and future development in this part of the campus, in addition to the marginally higher cost of the townhomes as compared to the larger residence hall structure, resulting in a higher cost per unit for this series of the project. Interim financing for this project is presented in a related agenda item. Long term bond financing will be brought for board approval at a future meeting.

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Portions of the work may be bid as a series of alternates in an effort to assure a successful award within the budget. In addition, furniture, fixtures and equipment will be procured and installed within the existing budget.

This project will be procured through the standard process through the State of Idaho Division of Public Works and/or the State of Idaho Division of Purchasing as appropriate.

The project will be funded with bond reserves and interim financing via a line of credit process, if approved. This line of credit will only be drawn on to the extent needed and will be repaid when general revenue bonds are approved at a future Board meeting. Bonds will be repaid with rental revenues from the project.

ATTACHMENTS

Attachment 1 – Project Budget	Page 5
Attachment 2 – Capital Project Tracking Sheet	Page 6
Attachment 3 – Architectural Site Plan Rendering	Page 7
Attachment 4 – Ten Year Debt Projection	Page 8
Attachment 5 – Debt Service Schedule	Page 9
Attachment 6 – Lincoln Avenue Housing Pro Forma Budget	Page 10

STAFF COMMENTS AND RECOMMENDATIONS

After BSU's proposed ground lease with ACC fell through in April 2010, the University stepped back and reassessed its debt capacity in relation to its student housing needs. BSU has decided to proceed with a scaled-down version of the project, funded with bond reserves and a line of credit until such time as it seeks Board authorization to issue general revenue bonds.

BSU has represented it needs an additional 3,000 to 6,000 beds to meet its housing demand. While construction of townhouse style housing versus traditional dormitory style housing will not result in as many beds, BSU represents that there is a stronger student demand for the former based on an assessment of the student housing market. The relevancy of this market demand is heightened when BSU is building the housing project on its own current debt capacity. The construction cost per bed under this proposal is approximately \$61,440.

With the financing of this student housing project and the Micron Business and Economics Building, the University's total debt service as a percent of its operating budget would hover around 6.2% to 6.7% through FY 2020 (the University's planned cap is 8%). In addition, it is estimated the project would not begin to turn a profit until FY 2015, which is notable since bonds will be repaid with rental revenues from the project. However, if the Board approves the use of a line of credit (a concept to be discussed in the subsequent agenda item), debt service would be reduced and would positively affect the project's financial pro forma. In this regard, the financial viability of the project may be contingent upon

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 12, 2010

utilization of the line of credit process. On the other hand, under the line of credit arrangement, approval of construction will obligate the Board to approve bond financing at some point in the future.

Staff has identified several issues for the Board's consideration in the comments above.

BOARD ACTION

I move to approve the request by Boise State University to proceed with construction of the new student housing facilities on Lincoln Avenue for a total project cost not to exceed \$22.2 million and to find that this housing project constitutes a project that is necessary for the proper operation of the University and is economically feasible pursuant to Title 33, Chapter 38, Idaho Code. After the project has bid, the University will return to the Board with the final terms for a line of credit used to bridge finance required construction costs on an interim basis until bonds are issued at a future date. The terms for the bridge financing will be brought for Board approval prior to drawing on any line of credit for this project.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Attachment 1

**Architectural & Engineering Services
Project Budget**

Project Number:	TBD
Project Title:	Lincoln Ave Student Housing Facilities
Date:	7/22/2010

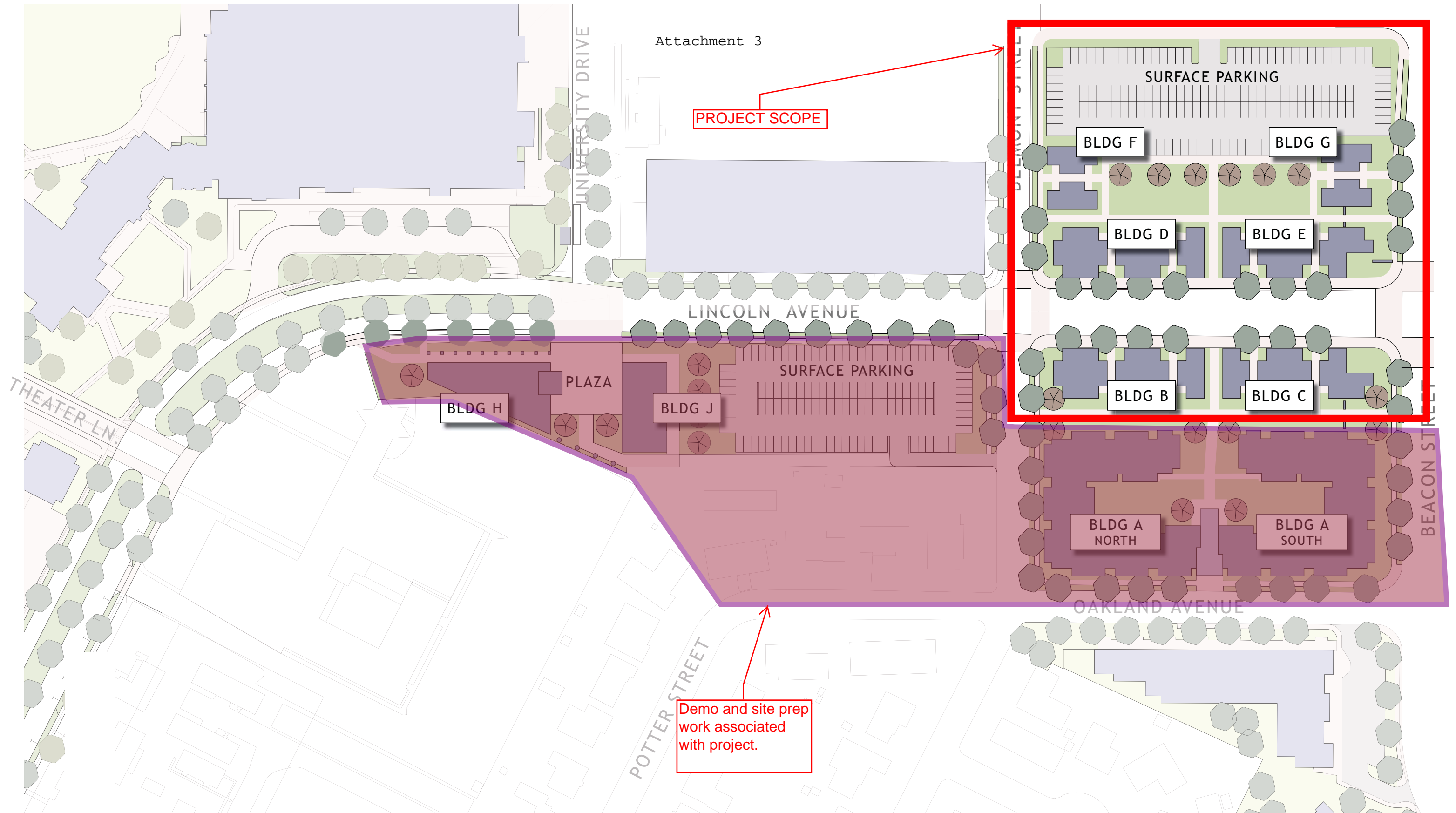
Category	Budget
Architectural Fees	1,003,847
Commissioning, Testing, Plan Check, Etc.	207,915
Construction Costs	13,283,035
Construction Contingency	664,152
Subtotal	15,158,949

University Costs	1,071,939
ACC Settlement	2,948,796
Project Contingency	1,894,868
Furniture, Fixtures and Equipment (FF&E)	1,044,000

Total Project	\$ 22,118,552
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1	Institution/Agency:	Boise State University	Project:	Lincoln Ave Student Housing Facilities
2	Project Description:	Construction of new beds of student housing in the south campus expansion zone near Lincoln Ave.		
3	Project Use:	To provide approximately 360 additional student housing beds		
4	Project Size:	approximately 360 beds		

[illegible]



ARCHITECTURE
URBAN DESIGN
INTERIOR DESIGN

BSU STUDENT HOUSING BOISE, IDAHO

ACC | 18013.02 • CONCEPT DESIGN • 03.17.09

PHASE 1A SITE PLAN

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PAGE
3

Boise State University
Ten Year Debt Projection
July 2010

Attachement 4

		FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	Total
1	Future Buildings											
	Cost											
	Est. Debt											
	Financed											
2	2010CD Housing - Townhouse project	\$22,118,552		\$18,000,000								
3			\$1,115,168	\$1,115,168	\$1,115,168	\$1,115,168	\$1,115,168	\$1,115,168	\$1,115,168	\$1,115,168	\$1,115,168	\$10,036,512
4												
5	Future Debt Financing											
		\$18,000,000	\$0	\$1,115,168	\$1,115,168	\$1,115,168	\$1,115,168	\$1,115,168	\$1,115,168	\$1,115,168	\$1,115,168	\$10,036,512
6	Current University Debt Service	\$16,671,372	\$17,107,622	\$17,144,665	\$17,197,618	\$17,244,179	\$17,351,267	\$17,382,665	\$16,682,665	\$16,752,426	\$16,830,173	\$170,364,652
7	Total Projected Debt Service after Housing and future academic building	\$16,671,372	\$18,222,790	\$18,259,833	\$18,312,786	\$18,359,347	\$18,466,435	\$18,497,833	\$17,797,833	\$17,867,594	\$17,945,341	\$180,401,164
8	Operating Budget (less direct loans, includes 0% growth in State support)	\$269,966,037	\$271,124,149	\$273,003,952	\$274,921,351	\$276,877,098	\$278,871,960	\$280,906,719	\$282,982,174	\$285,099,137	\$287,258,440	
9	Current Debt Service as a % of Operating Budget (6/8)	6.2%	6.3%	6.3%	6.3%	6.2%	6.2%	6.2%	5.9%	5.9%	5.9%	
10	Debt Service as a % of Operating Budget after Housing and future academic building (7/8)		6.7%	6.7%	6.7%	6.6%	6.6%	6.6%	6.3%	6.3%	6.2%	

As presented in June, 2006, a ratio of 10% would significantly hinder access to capital in the bond markets. 8% is the University's planned cap.

Assumptions:

11	Student Revenue	1. 2% student growth from student fees, plus \$82 SFF fee in 2012
12	General Fund	2. 10% base reduction in 2011 plus a 5% holdback, no increase in appropriated funds in future
13	Donations, Sales	3. Drop in gifts and auxilliary revenues of 5% from 2010 levels
14		4. Assumes project is bonded rather than entering a line of credit.
15		5. Assumes \$4 million in savings from parking deck are redirected to reduce additional borrowing

Boise State University Lincoln Ave Housing Pro Forma, Phase 1

	1	2	3	4	5	6-10	11-15	16-20	21-25	26-30
	2012	2013	2014	2015	2016	2017-2021	2022-2026	2027-2031	2032-2036	2037-2041
Revenue										
12-Month Housing Contracts (70%)	1,541,030	1,602,672	1,666,778	1,716,782	1,768,285	9,669,709	11,209,843	12,995,280	15,065,091	17,464,570
10-Month Housing Contracts (30%)	550,368	572,383	595,278	613,136	631,530	3,453,467	4,003,515	4,641,171	5,380,390	6,237,346
Other Revenue	20,914	21,751	22,621	23,299	23,998	131,232	152,134	176,365	204,455	237,019
Total Revenue (95% Occupancy)	2,006,697	2,086,965	2,170,443	2,235,557	2,302,623	12,591,688	14,597,217	16,922,175	19,617,439	22,741,988
Operating Expenses										
Personnel	75,505	78,525	81,666	84,116	86,640	473,781	549,242	636,722	738,135	855,701
Maintenance	203,629	211,774	220,245	226,852	233,658	1,277,736	1,481,246	1,717,170	1,990,670	2,307,732
Utilities	212,674	221,181	230,028	236,929	244,036	1,334,491	1,547,041	1,793,445	2,079,094	2,410,240
Marketing	2,160	2,246	2,336	2,406	2,479	13,554	15,712	18,215	21,116	24,479
General and Administrative	88,861	92,416	96,113	98,996	101,966	557,591	646,401	749,356	868,709	1,007,071
Major Capital Expenditures	-	-	-	-	-	-	1,000,000	-	-	2,000,000
Total Operating Expenses	582,829	606,142	630,387	649,299	668,778	3,657,153	5,239,642	4,914,907	5,697,725	8,605,224
Debt Service	1,582,524	1,582,524	1,582,524	1,582,524	1,582,524	7,912,620	7,912,620	7,912,620	7,912,620	7,912,620
Total Expenses (Op+Debt Service)	2,165,353	2,188,666	2,212,911	2,231,823	2,251,302	11,569,773	13,152,262	12,827,527	13,610,345	16,517,844
Profit/Loss	(158,656)	(101,701)	(42,468)	3,733	51,321	1,021,915	1,444,955	4,094,648	6,007,094	6,224,144
Running Total Operating Profit/Loss	(158,656)	(260,357)	(302,825)	(299,092)	(247,771)	774,144	2,219,099	6,313,747	12,320,841	18,544,985

Note: Debt Service represents interest on the total \$22,200,000 project and will be paid to the University for the use of the available funding sources including central reserves and external debt. Debt service for purposes of examining the viability of the project is higher than the external debt service included in the examination of debt capacity. If a Line of Credit arrangement were utilized debt service would be reduced to the interest on cash as it is spend on the project, rather than on the entire amount from the initial point of financing and would positively affect the above pro-forma.

Assumptions

4% Revenue Appreciation Years 1-3

3% Revenue Appreciation Years 4-30

8% Expense Appreciation Year 1*

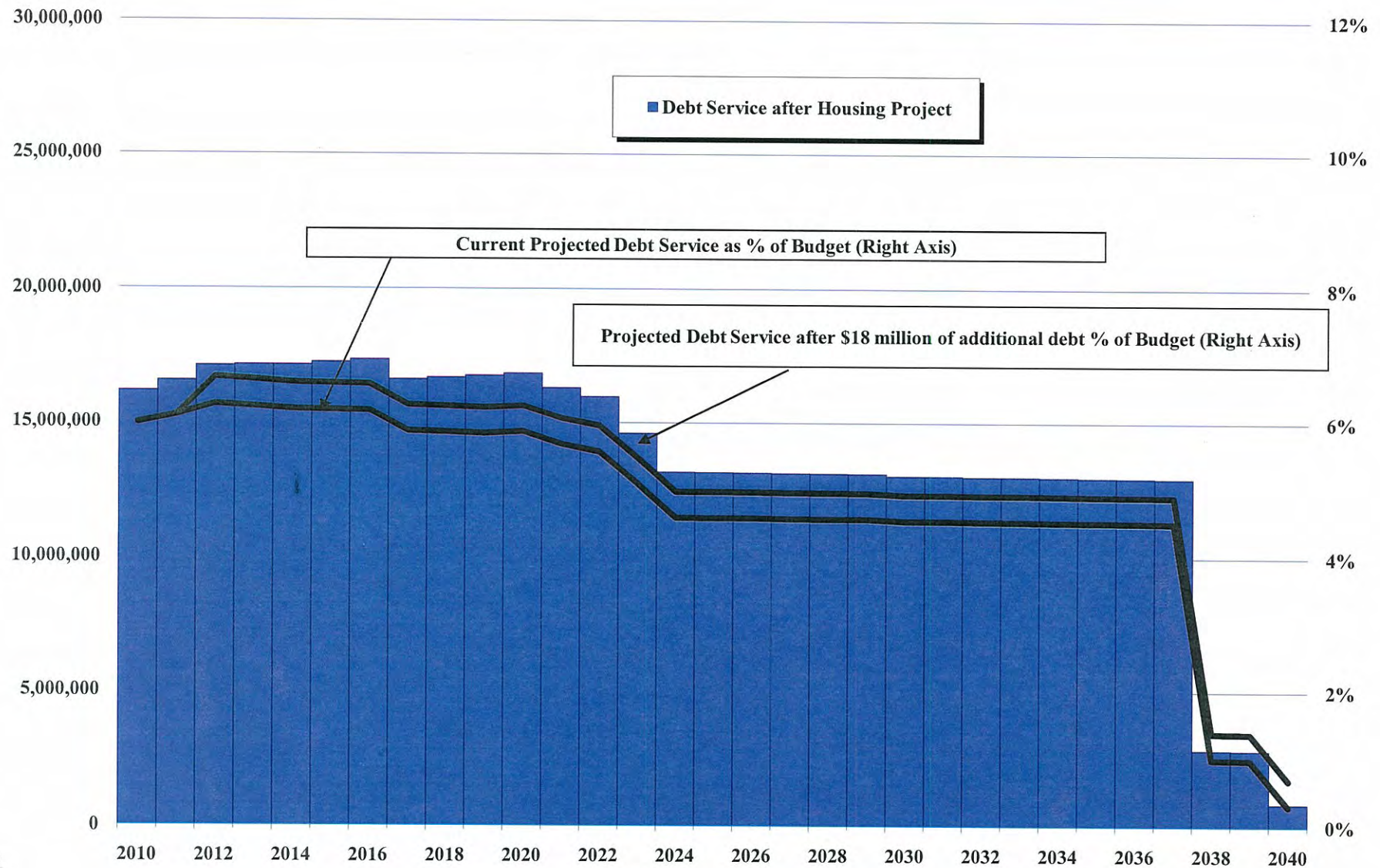
4% Expense Appreciation Years 2-3

3% Expense Appreciation Years 4-30

*Expense figures given were 2010, not 2011. Appreciated expenses for 2012 by 8% to reflect two years of increases.

For sensitivity analysis purposes, at 85% occupancy, the project begins to have annual profit after 10 years.

Boise State University
Debt Service to Budget after Housing Issuance
Updated July 2010



7/13/2010 4:19 PM

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 12, 2010

BOISE STATE UNIVERSITY

SUBJECT

Informational item regarding a proposed \$25 million revolving line of credit (LOC) for use as interim/bridge funding for construction projects to be subsequently bonded

APPLICABLE STATUTE, RULE OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.K.1.

BACKGROUND/DISCUSSION

Historically the University has used taxable and tax-exempt bond financing as a cost effective vehicle for financing large construction projects. The process required to issue bonds involves a series of approvals from both the State Board of Education (Board), and the State Division of Public Works (DPW).

The Board is generally presented with a construction approval motion that is based on preliminary estimates obtained by hiring a design and construction consultant. Often this approval is a “not to exceed” amount that includes contingencies and is not based on final construction bids and contracts.

Historically the University has also been required by DPW to provide evidence of a complete financing package prior to bidding and executing the construction contracts. This required bonding of projects long before the cash was needed to pay contractors. The table below shows the typical estimated timing for recent projects:

Project	SBOE Construction Approval	Related Bond Issuance	Construction Bids Awarded	Estimated Completion Date	Estimated Avg. Debt Balance using Line of Credit method
College of Business and Economics	February 2010	2010AB (April) \$14,000,000	<i>October 2010</i>	<i>December 2011</i>	<i>\$7,000,000 over 18 months</i>
Parking Deck 3	April 2009	2009A (February) \$10,000,000	July 2010	<i>August 2011</i>	<i>\$3,000,000 over 18 months</i>
CESED	June 2008	2009A (February) \$17,000,000	March 2009	August 2010	<i>\$8,500,000 over 18 months</i>
Health Center	November 2006	2007A (January) \$15,000,000	February 2008	December 2010	<i>\$7,500,000 over 34 months</i>
Sky Suites (Design/Build)	January 2007	2007BC (February) \$28,710,000	February 2007	August 2009	<i>\$14,350,000 over 30 months</i>

Note: Italicized dates and amounts are estimated

IMPACT

For most buildings, costs are paid by a variety of sources including reserves, donations in-hand, grants, state funds, student fees and bond financing. The current process requires that full bond financing occur long before the actual contractors' amounts are paid causing unnecessary interest expense to be incurred. Conservatively the LOC method would have saved \$3.5 to \$5 million in interest in the examples above.

Due to the economic downturn over the last two years, this process has resulted in over-borrowing as actual construction bids have been significantly lower than estimates. However, in a construction boom period where estimates might be too low, the University could end up under-borrowing since the exact cost wouldn't be known until the bid process was complete.

The July 2010 bids for Parking Deck 3 were \$4 million below estimates. The Center for Environmental Science and Economic Development (CESD) is currently \$2 million under budget and the University estimates that the College of Business and Economics could also bid less than construction estimates. As such, the University may have more than \$7 million of current bond proceeds to allocate to the new student housing project. With this uncertainty in the construction market, the University strongly recommends that student housing project debt be issued only after completion of the bidding process to avoid unintentionally over-borrowing.

In other industries (and for some colleges and universities) it is customary to borrow under an interim or construction loan prior to identifying the total financing amount required. Upon completion of the project, a permanent loan "takes out" the interim financing. For the student housing project, the University would benefit from a similar arrangement utilizing a revolving LOC. The University proposes entering into a \$25 million LOC agreement.

The LOC would only be available for Board approved projects that are eligible for bond financing. Draws on the LOC would only occur when approved by the Board. The intention to use the LOC would be identified to the Board at the time of project approval and be a part of the project approval motion. The Board would remain in control of the ability to use the LOC. Once a project is approved by the Board, execution of individual draws on the LOC up to the approved project limit would be done at the University level and not require additional Board approval.

The University would pay a relatively small fee to the banks to commit the funding and would pay short-term interest rates only on amounts borrowed. As a result, DPW would have the assurance that the University has sufficient funds available prior to the bond issuance. Sources such as donations, reserves or grant funds could be spent prior to borrowing through bonds or drawing down the LOC. The University would issue bonds (at a regularly scheduled Board meeting) when the bond proceeds were needed for the project.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 12, 2010

This best practices approach has many advantages:

1. Reduces the risk of over-borrowing.
2. Reduces the rate of interest paid for the interim financing portion of the loan. The University would be subject to interest rate risk between the point of construction approval and the final permanent borrowing date. There are other financial tools that can be discussed in the future to mitigate this interest rate risk.
3. Eliminates interest expense currently incurred shortly after construction approval for funds not needed until later in the project construction cycle. Interest would only accrue on the amount of the LOC draws. Assuming even outflows of contractor payments during a construction period, this would cut interest expense during this timeframe in half.
4. In a period of rising costs, this would eliminate the problem of issuing the debt and then later determining that the building project has to be re-scoped or cancelled. This happened to the University with the Interactive Learning Center and a planned Student Services Building when construction costs proved to be too high
5. May reduce the need for smaller bonds and could allow projects to be temporarily financed until they could be bundled into a larger, more cost effective, bond issuance. Bond issuance costs are a smaller percentage of the total principle when the bond is larger. In addition, larger bonds attract different types of investors and typically garner better rates.
6. This would also allow for progress on construction projects between Board meetings. As soon as construction approval is given by the Board, the project could be bid rather than waiting for the subsequent meeting for financing approval.

The LOC would be subordinate to any outstanding bonds and would have the same general revenue pledge. Rating agencies have stated that lines of credit will be evaluated on a case-by-case basis. A project related LOC in which each project is approved by the Board and found to be strategically important would be viewed more favorably than an operating line of credit. Attachment 1 shows the impact on the University's debt capacity should a portion of the LOC be drawn to fund the student housing project.

The University discussed the potential line of credit with several banks, and the concept has been well received. Once finalized, the University will bring the Board a LOC loan agreement for approval.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 12, 2010

ATTACHMENTS

Attachment 1 – Debt Capacity Graph

Page 5

STAFF COMMENTS AND RECOMMENDATIONS

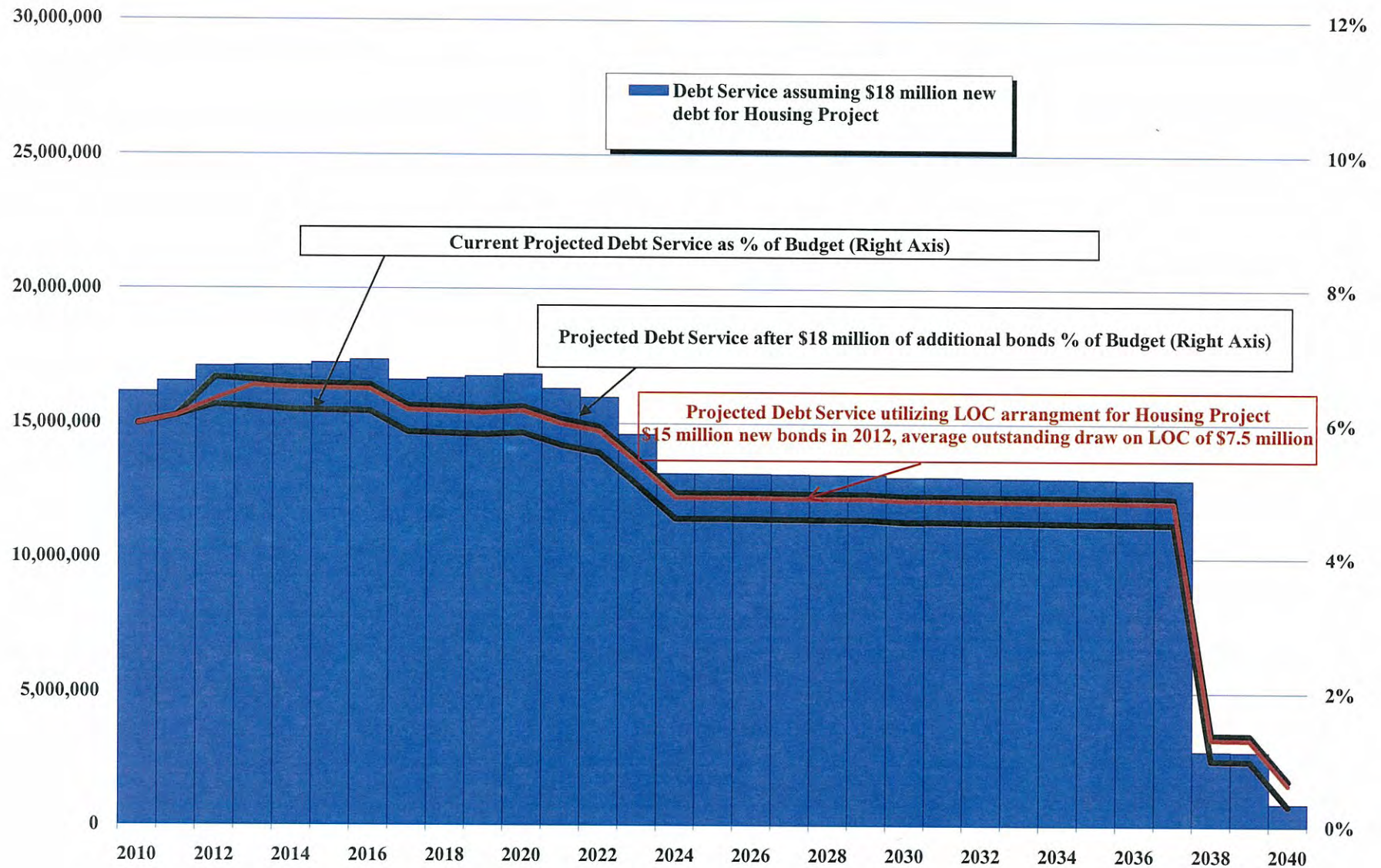
The line of credit offers several significant timing and financial advantages as identified and enumerated above. Staff observes that this process contemplates concurrent approval of construction and interim financing which would enable an institution to proceed with construction. As recently as the June 2010 meeting the Board has expressed a desire to bifurcate the construction approval and financing approval process. It is notable, however, that this preferred approval process was in the context of bond financed projects. In other words, the Board didn't want to feel pressured to approve a project in order to meet a bond pricing deadline (sometimes by a time certain the day of a Board meeting). In that regard, the line of credit process can be distinguished from that of a bond issuance, although the project would still require bond financing at some point in the future. The Board would have to weigh the financial advantages of the line of credit against the pressures an expedited approval process places on project due diligence by the Board.

BOARD ACTION

This item is for informational purposes only. Any action will be at the Board's discretion.

Boise State University
Graph of Bond option vs. LOC option for new Housing
July 2010

Attachment 1



Note: LOC would save approximately \$700,000 in interest during the interim period. In addition, avoid overborrowing due to potential savings on CESED, COBE and Housing Bids. Bond issuance would occur in June 2012 under this scenario.

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BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 12, 2010

UNIVERSITY OF IDAHO

SUBJECT

Additional Authorization Request, Energy Services Performance Contract

REFERENCE

February, 2006	State Board of Education (SBOE) Executive Director Approval, Base Technical Assessments, \$315,000. Allowed the University to proceed with baseline technical assessment of buildings for potential lighting, HVAC, and control system upgrades.
June, 2007	Board approval for the University of Idaho to proceed with the energy performance contract concept and to pursue financing for a planned \$35M Energy Services Performance Contract (ESPC). Item 6 on page 6 of official meeting minutes.
October, 2007	Board capital project authorization for \$35M Energy Services Performance Contract. Item 2 on page 6 of official meeting minutes.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Sections V.K.1 & V.K.2
Section 67-5711D, Idaho Code

BACKGROUND/DISCUSSION

The University of Idaho is in the midst of the \$35M Energy Services Performance Contract (ESPC), as authorized by the Board of Regents in October 2007. The University contracted with McKinstry to implement a number of energy saving measures under the ESPC, including improvements in lighting efficiency, installation and upgrades of building level HVAC systems and controls, extension of central steam and chilled water distribution systems, construction of a chilled water storage tank and chiller plant, and construction of a bio-fuel storage facility.

Identified work is progressing well and on schedule to be completed by the end of 2011. A number of additional viable energy saving measures have been identified that are beyond the funding originally authorized for the project. At the same time, interest earnings are accumulating on the bond funding used to finance work under the ESPC.

This is a supplementary request to expend up to an additional \$2.2M on energy improvement projects within the ESPC at the University of Idaho. The additional funding has resulted from bond funding investment earnings over the life of the project. Bond counsel has advised the University that the earnings on these

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 12, 2010

bonds are not available for general university use, but could be used to do additional projects consistent with the original bond.

Additional work would include an engineering technical analysis and subsequent complete retro-commissioning of several buildings on campus and additional work in buildings not included in the base scope of work, as described in Attachment 1. The exact project elements to be undertaken will be determined only after further engineering investigation and analysis—an element of the project authorization requested here—to identify those ‘best’ projects in terms of project payback and issues impacting energy use, including deferred maintenance issues, research related issues, change of space usage issues, and individual comfort issues.

IMPACT

Approval will increase the overall project budget authorization from \$35M to \$37.2M.

ATTACHMENTS

Attachment 1 – McKinstry letter of 30 April, 2010

Page 3

Attachment 2 – Capital Projects Tracking Sheet

Page 4

STAFF COMMENTS AND RECOMMENDATIONS

The University is requesting approval to use interest earnings on bond proceeds to expand the scope of its energy services performance contract on energy improvement projects. The project expansion would include the “retrocommissioning” of several buildings on campus. “[R]etrocommissioning is an event in the life of a building that applies a systematic investigation process for improving or optimizing a building’s operation and maintenance. It may or may not emphasize bringing the building back to its original intended design. In fact, the original design documentation may no longer exist or be relevant. The goals and objectives for applying the process, as well as the level of rigor, may vary depending on the current needs of the owner, budget, and condition of the equipment. The retrocommissioning process most often focuses on dynamic energy-using systems with the goal of reducing energy waste, obtaining energy cost savings, and identifying and fixing existing problems.” (Oregon Office of Energy, *Retrocommissioning Handbook*)

The firm managing the contract estimates a payback of 10-15 years for this proposed expansion of the project. The firm also indicates that if the contract work is expanded the parties may want to consider extending the project schedule into 2012.

The University issued general revenue bonds in 2007 to pay for this energy services performance contract. The bonds which have generated \$1.9M in investment proceeds currently and the University is requesting authorization to expend up to \$2.2M for related ESPC projects. Bond counsel has opined that this

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 12, 2010

proposed expansion is within acceptable project limitations. Since the earnings cannot be put toward reduction of the bond (the bonds are not callable until the end of the initial term interest period and that period ends between March 31, 2015 and April 1, 2018, depending on the maturity of the bonds), the only other alternative use of the funds would be for the University to explore using the funds for payment of interest.

Staff recommends approval.

BOARD ACTION

I move to approve the request by the University of Idaho for authorization to expend up to an additional \$2.2M in bond interest earnings on energy improvement projects consistent with the original bond. Total authorization for ESPC work will increase to \$37.2M.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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Date: April 30, 2010

Joe Kline
Director, Engineering and Utilities
University of Idaho

Subject: POTENTIAL ESCO PROJECTS UTILIZING BOND INTEREST EARNINGS

Joe,

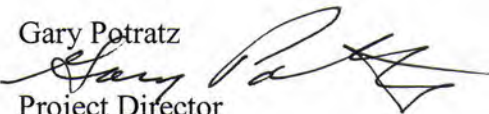
McKinstry has identified additional energy and deferred maintenance opportunities on the U of I Campus that will improve building energy performance as well as reduce the back log of maintenance issues not in our priority level one original scope of work. McKinstry, in consultation with the university, proposes to perform significant retro-commissioning activities within campus buildings. Likely candidates for this work include: CNR, Renfrew Hall, McClure Hall, Engr. Physics, Ag Sci, Education, Gauss-Johnson, Albertsons, Law, TLC, Commons, and SRC. The retro-commissioning process would include top to bottom functional performance testing of HVAC and control systems to deliver the best energy use and fix non-functional equipment

While the team has not expended resources at this point to detail the exact payback timeline for these specific projects, our experience tells us that these types of projects tend to payback in the 10 year to 15 year timeframe. We would reasonably expect that the entirety of the ESCO project payback would continue to be well within the 25 year limit approved in the authorizing statute. Additionally we would expect to apply for additional Avista rebates for each improvement measure.

The McKinstry and UI team would also look hard at upgrading hvac systems, adding digital controls, and addressing some deferred maintenance items at the Kibbie Dome. While the payback timelines for this project may be a somewhat longer than a typical building due to the intermittent uses of parts of the facility, there are known problems with non-functioning equipment and systems running 'wild' that should be addressed.

Please let us know if you have any other questions or concerns. We will need to get this work scheduled in the near future in order to have it complete by the Fall of 2011, and we may want to consider extending the schedule into 2012 to make the best and most cost effective use of our combined resources.

Gary Potratz



Project Director
McKinstry Co.

Office of the Idaho State Board of Education
Capital Project Tracking Sheet
As of June 30, 2010

History Narrative

- 1 Institution/Agency:** University of Idaho **Project:** Capital Project Additional Authorization Request, Energy Services Company Performance Contract, University of Idaho, Moscow, Idaho
- 2 Project Description:** Engineering and construction effort to implement energy saving projects on the campus of the University of Idaho, Moscow, Idaho.
- 3 Project Use:** Project scope includes upgrades and improvements to the lighting, HVAC and building controls within many of the buildings on campus. In addition, steam and chilled water generation and distribution systems on campus will be evaluated for improvement. Projects meeting university cost, engineering, and savings goals will be implemented. The expanded project will include retro-commissioning of a number of high energy use buildings on campus.
- 4 Project Size:** N/A

	Sources of Funds				Use of Funds			
	PBF	ISBA	Other	Total Sources	Planning	Use of Funds* Const	Other**	Total Uses
Initial Cost of Project	\$ -	\$ -	\$ 35,000,000	\$ 35,000,000	\$ 3,000,000	\$ 30,000,000	\$ 2,000,000	\$ 35,000,000
History of Revisions:								
Bond Interest Aug '10	\$ -	\$ -	\$ 2,200,000	\$ 2,200,000	\$ 180,000	\$ 2,000,000	\$ 20,000	\$ 2,200,000
Total Project Costs	\$ -	\$ -	\$ 37,200,000	\$ 37,200,000	\$ 3,180,000	\$ 32,000,000	\$ 2,020,000	\$ 37,200,000

History of Funding:	PBF	ISBA	Other Sources of Funds				Total Other	Total Funding
			Institutional Funds (Gifts/Grants)	Student Revenue	Other			
Original Authorization (SBOE Exec Director), Feb 06	\$ -		\$ 315,000				\$ 315,000	\$ 315,000
Additional Authorization (UI), Feb 07			\$ 175,000				\$ 175,000	\$ 175,000
SBOE Bond Authorization, Oct 07					\$35,000,000		\$35,000,000	\$35,000,000
Previous Institutional Funds reimbursed through Bond Funding			(490,000)				-\$490,000	(\$490,000)
SBOE Additional Authorization, bond interest earnings, Aug 10					\$2,200,000		\$2,200,000	\$2,200,000
Total	\$ -	\$ -	\$ -	\$ -	\$ 37,200,000		\$ 37,200,000	\$ 37,200,000

* Overall project cost estimate will be refined and improved as part of this planning process; UI will report back to the Board of Regents any resulting revisions to the project estimate and seek additional project authorization as may be required.

** Project Contingency

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 12, 2010

UNIVERSITY OF IDAHO

SUBJECT

Police Services contract approval between the University of Idaho and the City of Moscow.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.I.3

BACKGROUND/DISCUSSION

The University of Idaho has contracted with the City of Moscow since 1966 for Police law enforcement services. The University's continuing overarching goal is to provide effective police and security services to campus constituencies in a professional, friendly, and collaborative manner. It is important that all student, staff, faculty and visitors feel safe and in fact are safe while on the Moscow campus.

The University has developed a plan to include enhanced police services and private security services optimized under the leadership of its own staff. The proposed agreement with the City of Moscow is intended to work in conjunction with the University's proposed agreement with AlliedBarton for security services to be considered in the subsequent agenda item.

A public, open Request for Proposal was issued on October 19, 2009. Subsequent clarifications and interviews were conducted with the Moscow Police Department to provide enhance commissioned officer services including community policing, dedicated patrols, enhanced emphasis patrols, alcohol, drug and personal safety seminars, event security and tactical support during a significant campus event.

The City of Moscow was the only respondent capable of furnishing commissioned officers.

IMPACT

The initial term of this agreement is from October 1, 2010 through June 30, 2014 with two (3) year optional renewals for a total of six additional years. Contracted annual services total \$937,717.78. The annual price escalation is limited to 2.5% for each of the first two years and subsequent increases may not exceed 3.5% annually.

Total value of the contract if all renewals are exercised and all price escalations are taken is \$10,582,078 for the period from October 1, 2010 to June 30, 2020.

ATTACHMENTS

Attachment 1 – Proposed Contract

Page 3

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 12, 2010

Attachment 2 – Request for Proposal	Page 11
Attachment 3 – City of Moscow's Response	Page 39
Attachment 4 – City of Moscow's Clarification	Page 121

STAFF COMMENTS AND RECOMMENDATIONS

The UI has had a longstanding, albeit informal, agreement with the City of Moscow for police services. It wasn't even until two years ago that the parties memorialized the terms of their agreement. Prior to that, the City simply submitted an invoice for services provided to the University at the end of each fiscal year.

Last fall the UI bid out its contract for campus police and security services. The City of Moscow and six private security companies submitted bids, but the City was the only respondent that could provide officers with police authority.

This agreement is significant in several respects. First and foremost, it places the parties in a contractual relationship with attendant terms and conditions. The agreement also reflects a savings of over \$200,000 annually to the UI and solidifies police patrolling and presence on campus. These cost savings will enable the UI to retain security staff (see subsequent agenda item) which does not currently exist.

Staff recommends approval.

BOARD ACTION

I move to approve the agreement for police services between the University of Idaho and the City of Moscow, in substantial conformance to the contract submitted to the Board.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

**UNIVERSITY OF IDAHO
AGREEMENT NUMBER UI-678**

The University of Idaho (the “University”) hereby awards to the City of Moscow (the “City”) Agreement Number UI-678 (the “Agreement”) to furnish Police and Security Services to the University, as specified in University of Idaho Request for Proposals Number 09-56J, in accordance with the terms and conditions of the Request for Proposals.

This Agreement is supplemented by (i) University of Idaho Request for Proposals Number 09-56J; (ii) City of Moscow’s response dated January 12, 2010 with clarification statement dated March 3, 2010; and (iii) University of Idaho General Terms and Conditions, which have been agreed to by the parties and by this reference are made a part hereof as though fully set forth herein. To the extent such terms, conditions, or provisions may be in conflict or be inconsistent, their order of authority shall be as follows: (1) University of Idaho Agreement Number UI-678; (2) University of Idaho Request for Proposals Number 09-56J; (3) City of Moscow’s response dated January 12, 2010 with clarification statement dated March 3, 2010; and (4) University of Idaho General Terms and Conditions.

1.1 NOTICES

Any notice under this Agreement shall be in writing and be delivered either (i) in-person, (ii) by delivery service, (iii) by certified mail with return receipt requested, or (iv) by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University: University of Idaho
 Purchasing Services
 PO Box 441202
 645 West Pullman Road
 Moscow, Idaho 83844-1202
 Attn.: Director of Purchasing Services and Contracts
 Phone: (208) 885-6116
 Fax: (208) 885-6060

the City: City of Moscow
 206 East Third Street
 PO Box 9203
 Moscow, Idaho 83843
 Attn: City Supervisor
 Phone: (208) 883-7080
 Fax: (208) 883-7018

Any notice shall be deemed to have been given on the earlier of: (i) actual delivery or refusal to accept delivery, (ii) the date of mailing by certified mail, or (iii) the day facsimile delivery is

verified. Actual notice, however and from whomever received, shall always be effective at time of receipt.

1.2 SEVERABILITY

The terms and conditions of this Agreement are declared severable if any term or condition of this Agreement or the application thereof to any person(s) or circumstance(s) is held invalid. Such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application.

1.3 SCOPE OF SERVICES

The bid price shall include everything necessary for the performance of this Agreement, including, but not limited to, furnishing all materials, equipment, management, superintendence, labor, and service, except as otherwise provided in this Agreement. The City agrees to provide the following services:

Community Policing and Patrol:

Campus Commander: Mon-Thurs 7:00 AM to 5:00 PM or Mon-Fri 7:30 AM to 4:30 PM

Campus Community Policing Officer 1: Mon-Fri 8:00 AM to 4:00 PM

Campus Community Policing Officer 2: Tues-Sat 1:00 PM to 9:00 PM

Detective/Narcotics: Tues-Fri 7:00 AM to 5:00 PM

Patrol 1: Wed-Sat 5:00 PM to 3:00 AM

Patrol 2: Sat-Tues 5:00 PM to 3:00 AM

Patrol 3: Tues-Sat 9:00 PM to 7:00 AM

Seven (7) Sworn Police Personnel

All efforts will be made to maintain the foregoing schedule; however, changes may be made to provide flexibility and to address particular needs of the parties.

Community policing services shall include but is not limited to providing community outreach by the police staff to campus constituents including students, staff and faculty, weekly review and planning meetings with other security and University staff, dignitary safeguarding, establishing a presence in the University Commons station, operating the campus gun locker as per the procedures agreed upon by the parties, regular patrols and at least three (3) special emphasis patrols.

Dedicated patrols may include vehicle, bicycle or foot patrols as required. Patrols will focus on the campus environs.

Note:

- *Does* include regular duty related overtime.
- *Does* include additional records reporting time to accomplish Clery requirements.

- *Does not* take into account costs of Animal Control or Parking Services, although both divisions perform duties on campus.
- *Does not* include Emergency Communication Services, as this is a separate charge to the University outside of this Agreement. Emergency Communication Services include alarm monitoring and notification as well as emergency dispatch services for police, Fire Department and EMS Services.
- Assumes regular, established community policing and patrol duties, including enforcement of (i) limited access streets, (ii) University-owned streets, and (iii) open to the public streets.

Tactical Team Support:

Rapid and effective response to any security or public safety event is critical to the maintenance of a safe campus environment. The University agrees to support the additional training and overtime accumulated due to training required to provide such response. Crisis and emergency response planning will be coordinated between the two parties. The University agrees to support such Tactical Team activities financially in the amount of thirty thousand dollars (\$30,000) per year.

Special Duty

The City will provide special duty services for a set amount of sixty thousand dollars (\$60,000) per year for the following events:

- Dignitary visits requiring more security than can be provided by the Campus Commander and two (2) Community Policing Officers;
- All football games up to fourteen (14) officers, including command;
- All basketball games up to four (4) officers;
- Three (3) special emphasis patrols;
- Special bookstore detail;
- Jazz Festival;
- Borah Symposium;
- Bellwood Lectures;
- Spring and Winter Commencements;
- Board of Regents meetings when held in Moscow.

Additional Special Duty

Any Additional Special Duty services required by the University and furnished by the City are to be charged on an actual as-needed basis, at the rate of sixty dollars (\$60.00) per hour per officer. Any such Additional Special Duty services must be agreed upon and approved by the parties in writing prior to any use.

Total Annual Fee For Included Services:

Community Policing and Patrol:	\$847,717.78
Tactical Team Support:	\$ 30,000.00
<u>Special Duty:</u>	<u>\$ 60,000.00</u>
Total Annual Fee:	\$937,717.78

1.4 PRICE ESCALATION

Fees associated with this Agreement shall be increased annually on the first day of July of each calendar year beginning July 1, 2011 as follows: by two and one half percent (2.5%) on July 1, 2011 and July 1, 2012, and by three and one half percent (3.5%) on July 1, 2013 and on July 1 of each ensuing calendar year of any extension period under Section 1.5 hereof.

1.5 TERM OF AGREEMENT

The initial term of this agreement shall be from October 1, 2010 through June 30, 2014. The term of this agreement may, if mutually agreed, be extended by two (2) three- (3-) year increments for a total of six (6) additional years, provided the City receives written notice of each extension at least one-hundred eighty (180) days prior to the expiration date of such term or extension. During extension periods, all terms and conditions of this Agreement shall remain in effect.

1.6 CONTINUATION DURING DISPUTES

The parties agree that, notwithstanding the existence of any dispute between the parties, insofar as possible under the terms of the Agreement, each party will continue to perform the obligations required of it during the continuation of any such dispute, unless enjoined or prohibited by any court.

1.7 INVOICES AND PAYMENT SCHEDULE

For services included in the annual fee, the City shall provide the University with a single invoice at the beginning of each billing period. The University shall pay the City with monthly installments pro-rated equally over the ensuing billing period. Such monthly installments shall be due on the last day of each calendar month. The first payment for each billing period shall be due one month after the invoice is due from the City. By way of example, the invoice for the first billing period shall be due to the University by 10/1/2010 and shall be paid by the University in equal monthly installments of \$78,143.15 by the last day of each calendar month beginning October 31, 2010 and ending June 30, 2011.

Invoices for any additional special duty must include a copy of the written authorization by the University for such additional special duty. These invoices shall be delivered to the University

ATTACHMENT 1

no later than the fifteenth (15th) calendar day of the month immediately following the month in which the additional special duty was used. The University shall pay the invoice amount within 30 days of receipt of the invoice.

For illustrative purposes, the invoice and payment schedule is set forth below:

Billing Period	Invoice calculation	Invoice Amount	Invoice due from City	Monthly installment from University	First payment due from University
10/1/2010 – 6/30/2011	\$ 937,717.78 / 12 * 9	\$ 703,288.33	10/1/2010	\$ 78,143.15	11/1/2010
7/1/2011 – 6/30/2012	\$ 937,717.78 * 102.5%	\$ 961,160.72	7/1/2011	\$ 80,096.73	8/1/2011
7/1/2012 – 6/30/2013	\$ 961,160.72 * 102.5%	\$ 985,189.73	7/1/2012	\$ 82,099.14	8/1/2012
7/1/2013 – 6/30/2014	\$ 985,189.73 * 103.5%	\$ 1,019,671.37	7/1/2013	\$ 84,972.61	8/1/2013
Additional Special Duty	\$60 per hour per officer		15 days after end of month in which Additional Special Duty is used	Not applicable	30 days after invoice received
Billing Period	Invoice calculation	Invoice Amount	Invoice due from City	Monthly installment from University	First payment due from University

Invoices shall reference “City of Moscow law enforcement services” and shall be sent to:

University of Idaho
Risk Management Office
PO Box 443162
Moscow, ID 83844-3162

1.8 TERMS AND CONDITIONS

Paragraphs 6-3, 6-8, 6-14, 6-27, 6-31, and 7-2 of the Request for Proposal are deleted in their entirety and replaced with the following:

6-3 TERMINATION FOR CONVENIENCE

The University may terminate this Agreement, in whole or in part, with one (1) year written notice to the City. The City shall be paid its reasonable costs, including reasonable close-out costs and a reasonable profit on work performed up to the time of termination. The

City shall promptly submit its termination claim for payment. If the City has any property in its possession belonging to the University, the City will account for the same and dispose of it in the manner the University directs.

6-8 PROOF OF COMPLIANCE WITH AGREEMENT

So that the University may determine whether the City has complied with the requirements of the Agreement Documents, the City shall, at any time when requested, submit to the University properly authenticated documents or other satisfactory proofs as to compliance with such requirements except for those documents exempt from disclosure pursuant to the Idaho Public Records Law or other State or Federal law or regulation.

6-14 APPROPRIATIONS CLAUSE

If the term of this Agreement is longer than one (1) year, the University's obligations and liabilities hereunder are subject to the appropriation of funds from the State of Idaho, which appropriation shall be in the State of Idaho's sole discretion, from revenues legally available to the University for the ensuing fiscal year for the purposes of this Agreement. If the State of Idaho does not appropriate the funds for the purpose of this Agreement, the Agreement shall terminate and neither party shall have any further obligations hereunder provided that no other non-appropriated funding sources are available to the University to meet the obligations of this Agreement.

6-27 NO JOINT VENTURE

Nothing in this Agreement shall be construed as creating a joint venture or partnership relationship between the two parties.

6-31 Deleted

7-2 INDEMNIFICATION

The City shall indemnify, defend and hold the University and the State of Idaho harmless from and against any and all claims, losses, damages, injuries, liabilities and all costs including attorneys' fees, court costs and expenses and liabilities incurred in or from any such claim, arising from any breach or default in the performance of any obligation on the City's part to be performed under the terms of this Agreement, or arising from any act, negligence or the failure to act of the City, or any of its agents, subcontractors, employees, invitees or guests. The City, upon notice from the University, shall defend the University at the City's expense by counsel reasonably satisfactory to the University.

The University agrees and affirms that the City's current participation and membership in the Idaho Counties Risk Management Program ("ICRMP") substantially fulfills all obligations required under paragraph 7-3 INSURANCE of the Request for Proposals 009-56J. The City agrees to maintain equivalent coverage and provide the University with timely notice of any changes to status.

1.9 ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties. No change thereto shall be valid unless communicated in writing in the stipulated manner and signed by the University and the City.

The effective date of this contract is October 1, 2010.

**For the Regents of the
UNIVERSITY OF IDAHO**

CITY OF MOSCOW, IDAHO

SIGN _____

SIGN _____

PRINT _____

PRINT _____

TITLE _____

TITLE _____

DATE _____

DATE _____

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Purchasing Services
645 West Pullman Road
P.O. Box 441202
Moscow, Idaho 83844-1202

REQUEST FOR PROPOSALS NO. 09-56J

FOR

Police and Security Services

For Additional Information, Please Contact:
Christopher P. Johnson, C.P.M.: Director
Phone (208) 885-6126
Fax (208) 885-6060
cjohnson@uidaho.edu
www.purchasing.uidaho.edu

Date Issued: October 19, 2009

Proposals Due: January 12, 2010

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UNIVERSITY OF IDAHO REQUEST FOR PROPOSALS NO. 09-56J

PROPOSAL RESPONSE CERTIFICATION

DATE

The undersigned, as Proposer, declares that they have read the Request for Proposals, and that the following proposal is submitted on the basis that the undersigned, the company, and its employees or agents, shall meet, or agree to, all specifications contained therein. It is further acknowledged that addenda numbers _____ to _____ have been received and were examined as part of the RFP document.

Name

Signature

Title

Contractor

Street Address

City, State, Zip

Telephone Number and Fax Number

Cell Phone Number

E-mail Address

State of Incorporation

Tax ID Number

Business Classification Type (Please check mark if applicable):

Minority Business Enterprise (MBE)	_____
Women Owned Business Enterprise (WBE)	_____
Small Business Enterprise (SBE)	_____
Veteran Business Enterprise (VBE)	_____
Disadvantaged Business Enterprise (DBE)	_____

Business Classification Type is used for tracking purposes, not as criteria for award.

SECTION 1 - INSTRUCTIONS TO PROPOSERS

1-1 SCOPE OF WORK

The University of Idaho (herein referred to as the University) is soliciting proposals for Police and Security services. The University is looking for creative solutions to meet its needs along the continuum between policing and security requirements. Proposals will be accepted either for policing only, for security only or a consolidated combination proposal from a lead agency. Care should be taken to describe the line between the two and the coordination of efforts required. Minimum requirements for this scope of work are set out in Section 3 "Technical Specifications and Bid Form."

The University may at its sole discretion request clarifying presentations for one or more vendors. Once the University establishes the best operational combination of services, Best and Final offers will be entertained or negotiated.

Multiple awards may be made as a result of this Request for Proposal and nothing in this agreement is intended to grant exclusive rights.

1-2 PROPOSAL SUBMISSION

Proposal must be **SEALED and CLEARLY IDENTIFIED** with the Request for Proposals' number, due date and time, Proposer's name and address, and submitted no later than 4:00 p.m., Pacific Time, on January 12, 2010 to University of Idaho Purchasing Services, 645 West Pullman Road, P.O. Box 4441202, Moscow, ID 83844-1202.

A facsimile response or an electronic response to this Request for Proposals does not meet the requirement of a sealed proposal and will not be accepted.

The proposal must be signed by such individual or individuals who have full authority from the Proposer to enter into a binding Agreement on behalf of the Proposer so that an Agreement may be established as a result of acceptance of the proposal submitted. *By submitting a proposal, the Proposer is accepting the terms and conditions set forth in this Request for Proposal, and any addendums thereto, which includes general contract terms and conditions and purchase order terms and conditions.* The terms and conditions set forth in the Request for Proposals, including addendums thereto, and the Proposal and any terms and conditions included therein that are accepted by the University shall serve as the Agreement terms and conditions. The Agreement shall be subject to the applicable laws of the State of Idaho. The order of precedence of Agreement documents shall be RFP then Proposal. In addition, the Purchase Order terms and conditions shall apply to all purchase orders used under this contract. No other terms and conditions shall apply unless agreed to in writing by the parties.

Proposals received after the exact time specified for receipt will not be considered.

1-3 REQUEST FOR PROPOSAL SCHEDULE

October 19, 2009	Request for Proposals issued
January 12, 2010	Proposals Due @ 4:00 p.m.

1-4 INQUIRIES

All inquiries concerning this request shall be submitted in writing and received by the University's office of Purchasing Services no later than 4:00 p.m., Pacific Time, on October 28, 2009 to:

Christopher Johnson, Director
University of Idaho
Purchasing Services
645 West Pullman Road
P.O. Box 4441202
Moscow, ID 83844-1202
Telephone: (208) 885-6126
Fax: (208) 885-6060
E-mail: cjohnson@uidaho.edu

Proposers should consider Purchasing Services as the first and prime point of contact on all matters related to the procedures associated with this RFP. If additional information is needed from any source, Purchasing Services will work with the Proposer and with the various offices of the University to gather that information.

1-5 INTERPRETATION, CORRECTIONS, OR CHANGES IN RFP

Any interpretation, correction, or change in the RFP will be made by addendum by the University. Interpretations, corrections, or changes to the RFP made in any other manner will not be binding, and no Proposer may rely upon any such interpretation, correction, or change.

1-6 MODIFICATION OR WITHDRAWAL OF PROPOSALS

A Proposer may modify or withdraw a proposal at any time prior to the specified time and date set for the proposal closing. Such a request for modification or withdrawal must be in writing, and executed by a person with authority as set forth under paragraph 1-2 above, or by facsimile notice subsequently confirmed in writing.

1-7 ERASURES AND INTERLINEATIONS

Erasures, interlineations, or other changes in the proposal must be initialed by the person(s) signing the proposal.

1-8 ACKNOWLEDGMENT OF ADDENDUMS TO RFP

Receipt of an addendum to this RFP must be acknowledged by a Proposer on the Proposal Response Certification.

1-9 PROPOSAL COPIES

Six (6) complete copies of the proposal shall be submitted to the University.

1-10 OFFER ACCEPTANCE PERIOD

A proposal shall constitute an offer to contract on the terms and conditions contained in this RFP and the proposal. Said proposal shall constitute an irrevocable offer for ninety (90) calendar days from the proposal opening date, even if the University makes one or more counter offers.

1-11 REJECTION OF PROPOSALS

The University in its sole discretion, expressly reserves the right to reject any or all proposals or portions thereof, to reissue a Request for Proposal, and to waive informalities, minor irregularities, discrepancies, and any other matter or shortcoming.

1-12 PROPOSAL PRICE

The prices submitted in the proposal shall include everything necessary for the prosecution and completion of the Agreement including, but not limited to, furnishing all materials and all management, supervision, labor and service, except as may be provided otherwise in the Agreement Documents. In the event of discrepancy between the unit prices and their extensions, the total price will be adjusted accordingly. In the event of discrepancy between the sum of the extended total prices, the Total Proposal Price will be adjusted accordingly. The proposal price shall not include any allowance for Idaho State sales/use tax.

The University will evaluate the total price for the basic requirements with any options(s) exercised at the time of award. Evaluation of options will not obligate the University to exercise the option(s).

The University may reject an offer if it is materially unbalanced as to process for the basic requirements and the option quantities. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices that are significantly overstated for other work.

1-13. TERM OF AGREEMENT

The initial term of this agreement shall be from October 1, 2010 through June 30, 2014, commencing upon the date of execution by the university, October 1, 2010. The term of this agreement may, if mutually agreed upon in writing, be extended by two 3-year increments for a total of six (6) additional years, beginning on July 1 and ending on June 30, provided written notice of each extension is given to the bidder at least thirty (30) days prior to the expiration date of such term or extension. In the event funding approval is not obtained by the University, this Agreement shall become null and void effective the date of termination, which will be June 30 of the year in which it terminates. During extension periods, all terms and conditions of this Agreement shall remain in effect.

1-14 AWARD OF AGREEMENT

The University shall make the award to the responsible Proposer whose proposal will be most advantageous to the University with respect to price, conformance to the specifications, quality, and other factors as evaluated by the University. The University is not required or constrained to award the Agreement to the Proposer proposing the lowest price.

The University may award an Agreement on the basis of initial offers received, without discussion; therefore, each initial offer should contain the Proposer's best terms from a cost and technical standpoint.

1-15 PROPOSAL CONFIDENTIALITY

Each Proposer agrees that the contents of each proposal submitted in response to this RFP is Confidential, proprietary, and constitutes trade secret information, as defined in Idaho Code 9-340D(1), as to all technical and financial data THAT IS LABELED CONFIDENTIAL BY THE PROPOSER, and waives any right of access to such information, except as provided for by law. Except as determined by the University's Office of Purchasing Services, in its sole discretion, no information will be given regarding any proposals or evaluation progress until after an award is made, except as provided by law.

1-16 F.A.R. REQUIREMENT

All purchase orders and contracts issued by the University of Idaho are subject to F.A.R. 52.209-6. Supplier warrants that neither supplier nor its principals is presently debarred, suspended or proposed for debarment by the Federal Government.

1-17 RECORD OF PURCHASES

Contractor will provide Purchasing Services a detailed usage report of items/services ordered, quantities, and pricing under this Agreement upon request.

1-18 APPEAL OF AWARD

A Proposer aggrieved by the award of an Agreement may file an appeal by writing to the Director of Purchasing Services. The appeal must be received by the Director of Purchasing Services within five working days after the award is made, must describe the basis for the appeal, and must include all argument and evidence the Proposer wishes the Director of Purchasing Services to consider. Keeping track of the date an award is made is the responsibility of the Proposer(s).

SECTION 2 - INSTRUCTIONS FOR PREPARING PROPOSALS**2-1 GENERAL**

To aid in the evaluation process, it is required that all responses comply with the items and sequence as presented in paragraph 2-2, RFP Response Outline. Paragraph 2-2 outlines the minimum requirements and packaging for the preparation and presentation of a response. Failure to comply may result in rejection of the response. The proposal should be specific and complete in every detail, prepared in a simple and straight-forward manner.

Proposers are expected to examine the entire Request for Proposals, including all specifications, standard provisions, and instructions. Failure to do so will be at the Proposer's risk. Each Proposer shall furnish the information required by the invitation. It is required that proposal entries be typewritten. Periods of time, stated in number of days, in this request or in the Proposer's response, shall be in calendar days. Propose your best price on each item.

2-2 RFP RESPONSE OUTLINE

- A. Response Sheet: The proposal Response Certification (page 4) shall be attached to the front of the proposal and shall contain the Proposer's certification of the submission. An official who has full authority to enter into an Agreement shall sign it.
- B. Background and History: Describe the company, organization, officers or partners, number of employees, and operating policies that would affect this Agreement. State the number of years your organization has been continuously engaged in business.
- C. References: The Proposer shall provide a minimum of three (3) references including names of persons who may be contacted, title of person, addresses, phone numbers, and e-mail, where products or services similar in scope to the requirements of this RFP have been provided.
- D. Experience and Support: Describe Proposer's experience in performing the requested services.
- E. Response to Specifications and Proposal Response: Please answer all questions throughout this proposal and provide a clear, concise presentation bringing your expertise and experience to provide a full understanding to the selection committee of your response. The University may award based solely upon this response and may not necessarily request additional information.
- E. Costs: Include itemized costs for all components and features to be delivered. Costs should be identified as one-time or continuing. Purchase prices, lease prices, installation charges, and maintenance charges must be identified. All equipment prices must be stated as FOB: Moscow, ID.
- F. Proposer Exceptions: Describe any exceptions to the terms and conditions contained within this document.

SECTION 3 - TECHNICAL SPECIFICATIONS & BID FORM

3.1 BACKGROUND

- 3.1.1. University of Idaho: Founded in 1889, the University of Idaho is the state's flagship higher-education Institution and its principal graduate education and research university, bringing insight and innovation to the state, the nation and the world. University of Idaho researchers attract more than \$100 million in research grants and contracts each year. The university's student population includes first-generation college students and ethnically diverse scholars. Offering more than 150 degree options in 10 colleges, the university combines the strengths of a large university with the intimacy of small learning communities. The University of Idaho operates within a \$322,370,600 budget.

The University has a total enrollment of 11,739 with 871 faculty and 1,409 staff members. Enrollment on the Moscow campus totals 10,682 with a large residential population of 7,215. Our student population consists of 8,337 undergraduate, 1,501 graduate and 313 Law students. We have 3,476 nonresident students.

The university, along with its students and staff are actively involved in the local community; Moscow, Idaho. The town was incorporated in 1887 and is the Latah County seat. The 2000 Population Census for Moscow was 21,291 (includes students). Moscow is eight miles from Pullman, home of Washington State University. The surrounding area is very picturesque with rolling hills and tremendous outdoor recreational opportunities.

*These figures are presented as an indication of scale and vary from semester to semester.

- 3.1.2. University of Idaho Mission and Goals:

The University of Idaho has established a strategic plan and mission to include four principle goals:

- TEACHING AND LEARNING GOAL
- SCHOLARLY AND CREATIVE ACTIVITY GOAL
- OUTREACH AND ENGAGEMENT GOAL
- ORGANIZATION, CULTURE, AND CLIMATE GOAL

An in depth examination of these goals is available on the web:

<http://www.uihome.uidaho.edu/default.aspx?pid=92884>

The University of Idaho is currently implementing a branding strategy to shape perceptions of the University so all our audiences are more inclined to support, participate and engage in the University. Additional information is available on the web:

<http://www.uidaho.edu/commguide/strategy.html>

- 3.1.3 Buildings

The University of Idaho's Moscow area campuses encompass 1428 acres, with the core of campus sited on over 300 acres, and serving nearly 11,000 students. There are roughly 250 buildings on the main campus. Campus buildings vary in age, ranging from Ridenbaugh Hall (c. 1902) to the Living Learning Center (c. 2005). Campus buildings include a variety of spaces and functions, including classrooms, research and teaching labs, faculty and administrative offices, sports and recreation facilities, student housing, food service and retail functions, agricultural and animal husbandry, steam production and industrial/utility support functions.

The core of campus is largely pedestrianized, with limited vehicle access serving emergency, service, and delivery needs. Major parking functions are generally sited at the edge of the campus core. Buildings in the core generally house classroom, office, and laboratory functions. Agricultural use dominates the western and northern areas of campus; open green space (arboreta and golf course) is found along the southern edge; family housing at the southeast; Greek housing to the east and south; student housing on the north. There are some private in holdings within the campus boundaries, largely serving housing (some Greek) needs.

3.2 CURRENT OPERATIONS

3.2.1 Reporting structure current liaison officer

The Emergency and Security Services Officer is the liaison between the University and the Contractor. The Emergency and Security Services Officer reports to the Risk Management Officer. In addition to Risk Management, security and law enforcement agencies would work closely with the Office of the Dean of Students, Facilities, Auxiliaries (including Parking and Residences) and Environmental Health and Safety.

3.2.2 Moscow Police Department

The University of Idaho currently has a contract with Moscow Police Department for law enforcement services that dates back to 1966. The University's overarching goal will to provide effective police and security services to campus constituencies in a professional, friendly, and collaborative manner. It is important that all student, staff, faculty and visitors feel safe and in fact are safe while on the Moscow campus.

3.2.3 Parking

Currently, the University and the City of Moscow have a Memorandum of Understanding for the City /University Parking program. This provides a cooperative agreement for the enforcement, collection and issuance of parking permits in accordance with the University Parking Program on City of Moscow streets and public rights-of-way within the area in and around the University of Idaho. University parking services personnel enforce University of Idaho parking regulations. The Moscow Police Department enforces City of Moscow parking regulations where applicable. Proposers may provide an alternative to this system.

3.2.4 University Facilities

University will provide a facility for law enforcement and security services. (hereinafter "University Substation"). The University Substation may serve as a command post for police and security services provided to the University under this RFP, as office space for commissioned and non-commissioned officers assigned to the University, and for other purposes that enhance University safety and security. Secure office space for the University's Emergency and Security Services Officer will be included at this location. The Proposer will be responsible for providing any necessary computer hardware and connectivity, telephone, copier, fax and radio communication systems.

The university provides a secure gun locker facility to allow residence students a safe protective facility to store firearms while not in use. The campus is a weapon free zone, with the exception of the ROTC shooting range located in the basement of the Memorial Gym. The successful Proposer will be responsible for operating and securing the gun locker, and providing review of exceptions to our gun policy, including but not limited to the operation of the ROTC shooting range located in the basement of the Memorial Gym. These exceptions will be authorized by the Emergency and Security Services Officer and the Director of Environmental Health and Safety.

3.2.5 University Emergency Notification System

The University has purchased an emergency notification system which can send text, cellular and email notification if required during a significant campus security event. The successful Proposer will be responsible for participating in this alert system, and communicating and coordinating with the university when emergency communications are needed. When supplied with information from the successful Proposer, the university will include appropriate personnel of the Proposer in the database of the emergency notification system. Inclusion in the University ENS will allow the successful Proposer an opportunity to view emergency messages sent by the University.

3.2.6 Crime Statistics

The University's Clery Act statistics for the last 3 calendar years are available at:
<http://www.webs.uidaho.edu/security/crimestats.htm>

3.3 TECHNICAL SPECIFICATIONS AND RISK ANALYSIS

The University would like to establish an optimal balance between commissioned police officers and non-commissioned security personnel. Please describe your experience with this blend in an open campus environment with a high residence population. Please describe the functional duties which these two types of security personnel can provide. The University supports and encourages the use of a Community Policing concept with officers assigned to foot patrols, bicycle patrols or related duties that bring them into personal and visible contact with students, University staff and faculty. The successful Proposer will focus on a comprehensive approach that provides the University with loss prevention, mitigation and response related to the security and law enforcement needs of the University

3.3.1 Staffing and Training Requirements

Please describe your hiring procedures, background checks, qualifications and continuing training requirements of staff. The University shall participate in the selection of the commander, and shall have the ability to request a replacement commander if, in the University's judgment, the commander's performance is unsatisfactory. The University shall have the ability to request replacement officers and staff if, in the University's judgment, the performance of any officer or staff is unsatisfactory.

An agreement between the University and any peace officer agency and/or security firm is not to be construed in any way to void, limit, or restrict the authority vested in the peace officer agency regarding police services and general law enforcement.

An agreement between the University and any peace officer agency and/or security firm is not to be construed in any way to limit the authority vested in the Board of Regents of the University of Idaho, by the Idaho Constitution and by the Idaho Code, to exercise general supervision of the University of Idaho.

Anticipated hours of operation are 24 hours a day, 7 day a week year round. Please describe an optimal staffing level of commissioned and/or non-commissioned personnel to maintain appropriate protection, response and deterrent levels to the campus community. The campus is to be covered by Proposer personnel at all times. Include the ability to have staff available to monitor surveillance and security cameras and alarms, including but not limited to fire, elevator, access/security, panic and environmental systems.

The successful Proposer will provide training of both commissioned and non-commissioned officers in areas of expertise vital to the comprehensive security of the University, including but not limited to best practices in the areas of sexual assault protocols and investigations, crime prevention, services to non-English speaking populations, and working with diverse populations. Training shall include joint agency exercises, coordinated with the University Emergency and Security Services Officer, that foster a comprehensive response by all security personnel and University staff to respond effectively to emergency situations. Security and emergency preparedness training for students, staff and faculty is considered a vital part of these services to reinforce the perception of a safe community.

3.3.2 Vehicles and equipment

The successful commissioned officer Proposer will furnish at minimum two clearly identifiable patrol vehicles. Bicycles and marked or unmarked security vehicles shall also be furnished as appropriate. Describe.

The successful Proposer will provide all necessary personal equipment for police and security officers to include minimally; uniforms, belt and accessories, bullet resistant vest, hand-gun, radio, uniforms, taser as appropriate for assigned personnel. Please describe.

3.3.3 Communications

Emergency dispatch is currently provided regionally by WHITCOM. WHITCOM or other dispatch services will be included in the bid. If a service other than WHITCOM is used, the Proposer will provide detail on what service will be used and how it will function effectively on behalf of the University. Provided dispatch services will have the goal of promoting timely, accurate and reliable communications with the University community. Dispatch services are often the first line of communication with a member of our University community and should be handled as an opportunity to promote a "community policing" model and improve the image of the University.

3.3.4 Reports, analysis, planning

The service provider shall furnish statistics and reports that will allow for the University's compliance with the Clery Act, including provision of information in an electronic format that complies with the Clery Act and any updates to the Act. In addition, the service provider will provide daily logs to the University's Emergency and Security Services Officer as provided by the Clery Act.

(See: <http://www.ed.gov/admins/lead/safety/campus.html>)

Service providers shall, in consultation with the Emergency and Security Services Officer and Office of the Dean of Students, develop an annual security and/or law enforcement plan that list actions designed to meet the expectations of the University. Results of actions taken under this plan will be reported annually at the time of the contract cost negotiations. The plan shall also provide guidance and information to the University in loss prevention, mitigation and response.

Prior to award of final contract the University will work with the successful Proposer(s) to develop and implement a weekly risk analysis report.

3.3.5 Law enforcement at university events

The University would like the following events addressed by your response. Particular attention should be paid to describing the appropriate mix of commissioned and non-commissioned officers. Annual events include:

- Winter and spring commencements
- Home football and basketball games
- Visits by dignitaries; state, local and federal officials, State Board of Education meetings
- And three "special emphasis" patrols of a week in duration, negotiated with the Dean of Students and the Emergency and Security Services Officer, and conducted annually.

These baseline events shall be included in your baseline cost proposal. An hourly rate for additional or unanticipated events shall also be provided

3.3.6 Comprehensive security and law enforcement functions

The service provider(s) should specify if they will, or will not, be legally able to provide the following functions for the University community, and describe, if the services can be provided, how the functions will be performed and the extent of service available. Service providers may list and describe other services they can provide, but must respond to at least this list of services. Please describe other services and options provided in support of University operations, which the University should consider in your proposal:

- Patrol of campus and perimeter of campus 24 /7/365
- Patrols to include bike, foot, and vehicle
- Interaction with Whitcom dispatch
- Reports, analysis, planning
- Operation of University substation
- Operation of gun locker
- Parking services
- Participation in emergency communications
- Monitoring and response to fire, medical, and university alarm calls
 - Fire
 - Elevator
 - Access / security
 - Panic
 - Environmental systems
- Response to civil/security standby
- Investigation and follow-up of all crimes not assigned to detectives

- Implement proactive theft deterrent systems such as VARDA and TRL
- Building security surveys
- Crime prevention presentations including but not limited to:
 - Alcohol/drug awareness
 - Rape and sexual assault prevention
 - Theft prevention
 - Bike Safety and registration
 - Crime reporting
 - New student orientation
 - Other as requested
- Escorts
- Lock-outs
 - Child safety-seat installation/inspection

- Detectives
- Victim witness services
- Legal services
- Narcotics Unit
- Records
- Crime Analysis Unit
- Crime Lab
- Crime Prevention Unit
- Evidence processing and storage
- Tactical team for emergency situations
- Negotiations team for emergency situations
- Selected Traffic Enforcement Patrol
- Canine services - patrol/tracking, narcotic, bomb/explosives
- Vehicle maintenance
- Information Services

SECTION 4 - PROCUREMENT PROCESS

4-1 PROPOSER LIST AND QUALIFICATION EVALUATION

After the established date for receipt of proposals, a listing of Proposers submitting proposals will be prepared, and will be available for public inspection.

Qualifications and proposals submitted by interested Proposers will be reviewed and evaluated based on the evaluation factors set forth in the RFP.

4-2 PROPOSAL CLASSIFICATION

For the purpose of conducting discussions with individual Proposers, if required, proposals will initially be classified as:

- A. Potentially Acceptable
- B. Unacceptable

Discussions may be conducted with any or all of the Proposers whose proposals are found potentially acceptable. Proposers whose proposals are unacceptable will be notified promptly. The Manager of Purchasing will establish procedures and schedules for conducting oral and/or written discussions.

Proposers are advised that the University may award an Agreement on the basis of initial offers received, without discussions; therefore, each initial offer should contain the Proposer's best terms from a cost and technical standpoint.

4-3 PROPOSER INVESTIGATION

The University will make such investigations as it considers necessary to obtain full information on the Proposers selected for discussions, and each Proposer shall cooperate fully in such investigations.

4-4 FINAL OFFERS AND AWARD OF AGREEMENT

Following any discussions with Proposers regarding their technical proposals, alternative approaches, or optional features, a number of the firms may be requested to submit best and final offers. The committee will rank the final Proposers for the project, giving due consideration to the established evaluation criteria. The committee will propose award to the proposal which is found to be most advantageous to the University, based on the factors set forth in the Request for Proposals.

SECTION 5 - EVALUATION PROCESS

The University reserves the right to reject any or all proposals, or portions thereof. The selection of a successful Proposer, if any, will be made based upon which proposal the University determines would best meet its requirements and needs.

5-1 EVALUATION CRITERIA

The evaluation criteria are listed below:

- Experience and References
- Qualifications, training
- Ability to reduce/mitigate University risk
- Customer service and outreach
- Costs

Not necessarily listed in order of importance. The University may at its discretion use life cycle or best value analysis.

SECTION 6 - GENERAL CONTRACTUAL TERMS AND CONDITIONS**6-1 AGREEMENT TERMS AND CONDITIONS**

The submission of a proposal herein constitutes the agreement of any Proposer that any Agreement to be drawn as the result of an award herein shall be prepared by the University and shall include at a minimum, all terms and conditions set forth in this RFP. The submission of a proposal shall further constitute the agreement of each Proposer that it will not insist on the use of standard contract agreements, documents, or forms, and that it waives any demand for the use of its standard agreements. The Agreement between the parties shall consist of, in order of precedence: the agreement document signed by the Parties subsequent to submission of the proposal, and any attachments thereto and incorporations therein, the terms and conditions in the RFP, and the Proposer's response to the RFP.

6-2 ASSIGNMENT

No assignment of this Agreement or of any right accruing under this Agreement shall be made, in part or in whole, by Contractor without the written consent of the University. Notwithstanding any assignment, Contractor shall remain fully liable on this Agreement and shall not be released from performing any of the terms, covenants, and conditions of this Agreement.

6-3 TERMINATION FOR CONVENIENCE

The University may terminate this Agreement, in whole or in part, at any time by written notice to the Contractor. The Contractor shall be paid its reasonable costs, including reasonable close-out costs and a reasonable profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim for payment. If the Contractor has any property in its possession belonging to the University, the Contractor will account for the same and dispose of it in the manner the University directs.

6-4 TERMINATION FOR DEFAULT

If the Contractor does not deliver the materials in accordance with the Contract delivery schedule, or if the Contract is for services and the Contractor fails to perform in the manner called for in the Contract, or if the Contractor fails to comply with any other provisions of the Contract, the University may terminate this Contract for default. Termination shall be effected by serving on the Contractor a notice of termination setting forth the manner in which the Contractor is in default. The Contractor will be paid a reasonable price for materials delivered and accepted, or services performed in accordance with the manner of performance set forth in the Contract.

6-5 APPLICABLE LAW AND FORUM

This Agreement shall be construed in accordance with, and governed by the laws of the State of Idaho. Any legal proceeding related to this Agreement shall be instituted in the courts of the county of Latah, state of Idaho, and Contractor agrees to submit to the jurisdiction of such courts.

6-6 LAWS, REGULATIONS AND PERMITS

The Contractor shall give all notices required by law and comply with all applicable Federal, State, and local laws, ordinances, rules and regulations relating to the conduct of the work. The Contractor shall be liable for all violations of the law in connection with work furnished by the Contractor, including the Contractor's subcontractors.

6-7 GENERAL QUALITY

All of the Contractor's work shall be performed with the highest degree of skill and completed in accordance with the Agreement Documents.

6-8 PROOF OF COMPLIANCE WITH AGREEMENT

In order that the University may determine whether the Contractor has complied with the requirements of the Agreement Documents, the Contractor shall, at any time when requested, submit to the University properly authenticated documents or other satisfactory proofs as to compliance with such requirements.

6-9 PAYMENT AND ACCEPTANCE

Except as otherwise provided herein, payments shall be due and payable within (30) days after acceptance of such goods or services or after receipt of properly completed invoice, whichever is later. No advance payment shall be made for goods or services furnished pursuant to this Agreement.

University may request appropriate financial information and documents to verify costs and expenditures in order to make statements and presentations to University's governance and the Board of Regents, in accordance with the University and SBOE policies regarding stewardship of funds.

The Contractor shall provide the University with a monthly invoice equal to one-twelfth of the mutually agreed annual contract cost for services provided. The University shall pay the Contractor on a monthly basis equal to one-twelfth of the mutually agreed annual contract cost.

6-10 CONTINUATION DURING DISPUTES

The Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as possible under the terms of the Agreement to be entered into, each party will continue to perform the obligations required of it during the continuation of any such dispute, unless enjoined or prohibited by any court.

6-11 SEVERABILITY

If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this Agreement are declared severable.

6-12 INTEGRATION

This Agreement constitutes the entire Agreement between the parties. No change thereto shall be valid unless in writing communicated in the stipulated manner, and signed by the University and the Contractor.

6-13 BINDING EFFECT

This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties hereto and their respective heirs, legal representatives, successors, and assigns.

6-14 APPROPRIATIONS CLAUSE

If the term of this Agreement is longer than one year, the University's obligations and liabilities hereunder are subject to the appropriation of funds from the State of Idaho, which appropriation shall be in the State of Idaho's sole discretion, from revenues legally available to the University for the ensuing fiscal year for the purposes of this Agreement. If the State of Idaho does not appropriate the funds for the purpose of this Agreement, the Agreement shall terminate and neither party shall have any further obligations hereunder.

6-15 IRS SECTION 501(C)(3) AND SECTION 115 CONSIDERATIONS

If any provision of this Agreement may cause the University to lose its status as an Internal Revenue Code Section 501(c)(3) corporation, this Agreement shall be voidable. In the alternative, at the sole option of the University, the offending provision(s) shall be modifiable such that the provision(s) will no longer cause the University to lose its

status as a 501(c)(3) corporation. The terms of the modification shall be subject to agreement in writing by all parties.

6-16 COMPLIANCE WITH GOVERNOR'S EXECUTIVE ORDER

In the event any provision of this Agreement shall cause the University to be in violation of any of the Governor of Idaho's Executive Orders, then this Agreement shall be voidable at the sole option of the University.

6-17 DEBARRED, SUSPENDED OR EXCLUDED

All purchase orders and contracts issued by the University of Idaho are subject to F.A.R. 52.209-6. Supplier warrants that neither supplier or its principals is presently debarred, suspended or proposed for debarment by the Federal Government.

6-18 NON-USE OF NAMES AND TRADEMARKS

Contractor shall not use the name, trade name, trademark, or other designation of the University, or any contraction, abbreviation, or simulation any of the foregoing, in any advertisement or for any commercial or promotional purpose (other than in performing under this Agreement) without the University's prior written consent in each case.

6-19 CONTRACTOR REPRESENTATIONS

Contractor represents and warrants the following: (a) that it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to provide the equipment and goods, complete the services, and perform its obligations required hereunder; (b) that it is able to furnish any of the plant, tools, materials, supplies, equipment, and labor required to complete the services required hereunder and perform all of its obligations hereunder and has sufficient experience and competence to do so; (c) that it is authorized to do business in Idaho, properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and the services, equipment, and goods required hereunder, and has or will obtain all licenses and permits required by law; and (d) that it has visited the site of the project and familiarized itself with the local conditions under which this Agreement is to be performed.

6-20 REGENTS' APPROVAL

This Agreement may be subject to approval by the Regents of the University of Idaho, and if it is and if such approval is not granted this Agreement shall be void and neither party shall have any further obligations or liabilities hereunder.

6-21 SURVIVAL OF TERMS

The terms and provisions hereof, and all documents being executed hereunder, if any, including, without limitation, the representations and warranties, shall survive this Agreement and shall remain in full force and effect thereafter.

6-22 HEADINGS

The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

6-23 ADDITIONAL ACTS

Except as otherwise provided herein, in addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by the parties, the parties hereby agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all such further acts, deeds and assurances as any party hereto may reasonably require to consummate the transaction contemplated hereunder.

6-24 TIME OF ESSENCE

All times provided for in this Agreement, or in any other document executed hereunder, for the performance of any act will be strictly construed, time being of the essence.

6-25 WAIVER

No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed to be a waiver of any other covenant, term or condition herein. Acceptance by a party of any performance by another party after the time the same shall have become due shall not constitute a waiver by the first party of the breach or default of any such covenant, term or condition unless otherwise expressly agreed to by the first party in writing.

6-26 FORCE MAJEURE

Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (except for financial ability), shall excuse the performance, except for the payment of money, by such party for a period equal to any such prevention, delay or stoppage.

6-27 NO JOINT VENTURE

Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or agency relationship between the parties.

6-28 INFORMATION TRUE AND CORRECT

All documents, agreements and other information provided to the University by Contractor or which Contractor has caused to be provided to the University are true and correct in all respects and do not omit to state any material fact or condition required to be stated, necessary to make the statement or information not misleading, and there are no other agreements or conditions with respect thereto.

6-29 EQUAL OPPORTUNITY

Contractor represents and agrees that it will not discriminate in the performance of this Agreement or in any matter directly or indirectly related to this Agreement on the basis of race, sex, color, religion, national origin, disability, ancestry, or status as a Vietnam veteran. This non-discrimination requirement includes, but is not limited to, any matter directly or indirectly related to employment. Breach of this covenant may be regarded as a material breach of Agreement.

6-30 CONFIDENTIALITY

The parties hereto agree that the terms and conditions of this Agreement shall be held in confidence except as required by or for applicable disclosure laws, financing sources, enforcement of the Agreement, mergers and acquisitions, or as otherwise mutually agreed by the Parties, and such agreement shall not be withheld unreasonably.

Contractor agrees to keep confidential and not to disclose to third parties any information provided by the University pursuant to or learned by the Contractor during the course of this Agreement unless Contractor has received the prior written consent of the University to make such disclosure.

The Contractor agrees to respect obligations of the The University under the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) and similar compliance regulations of the The University, and to work constructively with the The University within the constraints of the The University's privacy obligations.

This provision shall survive expiration and termination of this Agreement.

6-31 UNIVERSITY'S RULES, REGULATIONS, AND INSTRUCTIONS

Contractor shall follow and comply with all rules and regulations of the University and the reasonable instructions of The University personnel. The University reserves the right to require the removal of any worker it deems unsatisfactory for any reason. The duties and responsibilities required under this agreement shall be performed in accordance with all local, state and federal law. Failure to perform these obligations in conformity with controlling law may be construed as breach.

6-32 PROPERTY RIGHTS AND REPORTS

Contractor agrees that any intellectual property including but not limited to computer programs, software, documentation, copyrightable work, discoveries, inventions, or improvements developed by Contractor solely, or with others, resulting from the performance of services pursuant to this Agreement is the property of The University, and Contractor hereby agrees to assign all rights therein to The University. Contractor further agrees to provide The University with any assistance which The University may require to obtain patents or copyright registrations, including the execution of any documents submitted by The University.

This provision shall survive expiration and termination of this Agreement.

6-33 ATTORNEYS' FEES

In the event of any controversy, claim or action being filed or instituted between the parties to this Agreement to enforce the terms and conditions of this Agreement or arising from the breach of any provision hereof, the prevailing party will be entitled to receive from the other party all costs, damages, and expenses, including reasonable attorneys' fees, incurred by the prevailing party, whether or not such controversy or claim is litigated or prosecuted to judgment. The prevailing party will be that party who was awarded judgment as a result of trial or arbitration, or who receives a payment of money from the other party in settlement of claims asserted by that party.

6-34 ACCOUNTING, AUDIT

For a period of three (3) years following completion of the services called for hereunder, The University or its authorized representatives shall be afforded access at reasonable times to Contractor's accounting records relating to the services set forth herein in order to audit all charges for the services.

6-35 NONDISCRIMINATION AND AFFIRMATIVE ACTION

6-35.1 Contractor shall not discriminate against any employee or applicant for employment in the performance of this Agreement, with respect to tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, sex, color, religion, age, status as Disabled or a veteran, or physical or mental handicaps, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this agreement. The Contractor certifies that it does not, and will not maintain segregated facilities or accommodations on the basis of race, color, religion or national origin. Regarding any position for which an employee or an applicant is qualified, the Contractor agrees to take affirmative action to employ, train, advance in employment, and retain individuals in accordance with applicable laws and regulations including:

6-35.1.1 For nondiscrimination based on race, color, religion, sex or national origin this includes, but is not limited to, the U.S. Constitution, and Parts II and IV of Executive Order 11246, September 24, 1965 (30 FR 12319). Contractor disputes related to compliance with its obligations shall be handled according to the rules, regulations, and relevant orders of the Secretary of Labor (See 41 CFR 60-1.1).

6-35.1.2 For nondiscrimination based on Disabled or Vietnam Veterans this includes, but is not limited to, the Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended (38 U.S.C. 4012)(the Act); Executive Order 11701, January 24, 1973 (38 CFR 2675, January 29, 1973); and the regulations of the Secretary of Labor (41 CFR Part 60-250).

6-35.1.3 For nondiscrimination based on the Handicapped this includes, but is not limited to, Section 503 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 793)(the Act); Executive Order°11758, January 15, 1974; and the regulations of the Secretary of Labor (41 FR Part 60- 741).

6-35.1.4 For nondiscrimination based on Age this includes, but is not limited to, Executive Order 11141, February 12, 1964 (29 CFR 2477).

6-35.2 The Contractor shall include the terms of this clause in every subcontract or purchase order exceeding \$50,000 and shall act as specified by the Department of Labor to enforce the terms and implement remedies.

6-36 **REPRESENTATIONS AND WARRANTIES**

Contractor represents and warrants the following: (a) that it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to provide the equipment and goods, complete the services, and perform its obligations hereunder; (b) that it is able to furnish any of the plant, tools, materials, supplies, equipment, and labor required to complete the services required hereunder and perform all of its obligations hereunder and has sufficient experience and competence to do so; (c) that it is authorized to do business in Idaho, properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and the services, equipment, and goods required hereunder, and has or will obtain all licenses and permits required by law; and (d) that it has familiarized itself with the local conditions under which this agreement is to be performed.

SECTION 7 – INDEMNITY, RISKS OF LOSS, INSURANCE

7-1 RISK OF LOSS

Until all improvements, equipment, or goods to be provided under this Agreement are installed on property owned or controlled by University and working properly, Contractor and its subcontractors of any tier shall bear all risks of all loss or damage to the improvements, equipment, or goods, excluding loss or damage caused by acts, omissions, or negligence of the University. Once all improvements, equipment, or goods to be provided under this Agreement are installed on property owned or controlled by University and working properly, the risk of all loss or damage shall be borne by University, excluding loss or damage caused by acts, omissions, or negligence of the Contractor. Contractors shall require its subcontractors of any tier to bear the same risk of loss.

7-2 INDEMNIFICATION

Contractor shall indemnify, defend and hold the University and the State of Idaho harmless from and against any and all claims, losses, damages, injuries, liabilities and all costs, including attorneys fees, court costs and expenses and liabilities incurred in or from any such claim, arising from any breach or default in the performance of any obligation on Contractor's part to be performed under the terms of this Agreement, or arising from any act, negligence or the failure to act of Contractor, or any of its agents, subcontractors, employees, invitees or guests. Contractor, upon notice from the University, shall defend the University at Contractor's expense by counsel reasonably satisfactory to the University. Contractor, as a material part of the consideration of the University, hereby waives all claims in respect thereof against the University.

Contractor shall: (a) notify the University in writing as soon as practicable after notice of an injury or a claim is received; (b) cooperate completely with the University and/or the University's insurers in the defense of such injury or claim; and (c) take no steps such as admission of liability which would prejudice the defense or otherwise prevent the University from protecting the University's interests.

This provision shall survive the termination of this agreement.

7-3 Insurance

7.3.1 General Requirements

7.3.1.1 Contractor and its subcontractor(s) of any tier are required to carry the types and limits of insurance shown in this insurance clause, section 8.0, and to provide University with a Certificate of Insurance ("certificate"). All certificates shall be coordinated by the Contractor and provided to the University within seven (7) days of the signing of the contract by the Contractor. Certificates shall be executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below. All certificates shall provide for thirty (30) days' written notice to University prior to cancellation, non-renewal, or other material change of any insurance referred to therein as evidenced by return receipt of United States certified mail. Said certificates shall evidence compliance with all provisions of this section 7.3. Exhibit A of this Agreement contains a Request for Certificate of Insurance which shall be given to the insurance broker or agent of the Contractor and its subcontractor(s) of any tier, upon award of bid to Contractor.

7.3.1.2 Additionally and at its option, University may request certified copies of required policies and endorsements. Such copies shall be provided within (10) ten days of the University's request.

7.3.1.3 All insurance required hereunder shall be maintained in full force and effect with insurers with Best's rating of AV or better and be licensed and admitted in Idaho. All policies required shall be written as primary policies and not contributing to nor in excess of any coverage University may choose to maintain. Failure to maintain the required insurance may result in termination of this Agreement at University's option.

7.3.1.4 All policies except Workers Compensation and Professional Liability shall name University as Additional Insured. The Additional Insured shall be stated as: "State of Idaho and The Regents of the

University of Idaho". Certificate Holder shall read: "University of Idaho." Certificates shall be mailed to: University of Idaho, Risk Management, P.O. Box 443162, Moscow, ID 83844-3162.

7.3.1.5 Failure of University to demand such certificate or other evidence of full compliance with these insurance requirements or failure of University to identify a deficiency from evidence that is provided shall not be construed as a waiver of the obligation of Contractor and its subcontractor(s) of any tier to maintain such insurance.

7.3.1.6 No Representation of Coverage Adequacy. By requiring insurance herein, University does not represent that coverage and limits will necessarily be adequate to protect Contractor and its subcontractor(s) of any tier, and such coverage and limits shall not be deemed as a limitation on the liability of the Contractor and its subcontractor(s) of any tier under the indemnities granted to University in this Agreement.

8.1.7 Contractor is responsible for coordinating the reporting of claims and for the following: (a) notifying the University in writing as soon as practicable after notice of an injury or a claim is received; (b) cooperating completely with University in the defense of such injury or claim; and (c) taking no steps (such as admission of liability) which will prejudice the defense or otherwise prevent the University from protecting its interests.

7.3.2 Required Insurance Coverage.

Contractor and its subcontractor(s) of any tier shall at its own expense obtain and maintain:

7.3.2.1 Commercial General and Umbrella / Excess Liability Insurance. Contractor and its subcontractor(s) of any tier shall maintain Commercial General Liability ("CGL") written on an occurrence basis and with a limit of not less than \$1,000,000 each occurrence and in the aggregate. If such CGL insurance contains a general aggregate limit, it shall apply separately by location and shall not be less than \$1,000,000. CGL insurance shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under a contract including the tort liability of another assumed in a business contract. Waiver of subrogation language shall be included. If necessary to provide the required limits, the Commercial General Liability policy's limits may be layered with a Commercial Umbrella or Excess Liability policy.

7.3.2.2 Commercial Auto Insurance. Contractor and its subcontractor(s) of any tier shall maintain a Commercial Auto policy with a Combined Single Limit of not less than \$1,000,000; Underinsured and Uninsured Motorists limit of not less than \$1,000,000; Comprehensive; Collision; and a Medical Payments limit of not less than \$10,000. Coverage shall include Non-Owned and Hired Car coverage. Waiver of subrogation language shall be included.

7.3.2.3 Business Personal Property. Contractor and its subcontractor(s) of any tier shall purchase insurance to cover Business Personal Property of Contractor and its subcontractor(s) of any tier. In no event shall University be liable for any damage to or loss of personal property sustained by Contractor, even if such loss is caused by the negligence of University, its employees, officers or agents. Waiver of subrogation language shall be included.

7.3.2.4 Workers' Compensation. Contractor and its subcontractor(s) of any tier shall maintain all coverage statutorily required of the Contractor and its subcontractor(s) of any tier, and coverage shall be in accordance with the laws of Idaho. Contractor and its subcontractor(s) of any tier shall maintain Employer's Liability with limits of not less than \$100,000 / \$500,000 / \$100,000.

7.3.2.4 Professional Liability. Contractor and its subcontractor(s) of any tier, Contractor and its subcontractor(s) of any tier shall maintain Professional Liability (Errors & Omissions) insurance on a claims made basis, covering claims made during the policy period and reported within three years of the date of occurrence. Limits of liability shall be not less than one million dollars (\$1,000,000).

**UNIVERSITY OF IDAHO
PURCHASE ORDER GENERAL TERMS AND CONDITIONS**

1. THIS ORDER EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS AND CONDITIONS STATED HEREIN. ALL ADDITIONAL OR DIFFERENT TERMS PROPOSED BY CONTRACTOR ARE OBJECTED TO AND ARE HEREBY REJECTED, UNLESS OTHERWISE PROVIDED FOR IN WRITING BY THE PURCHASING MANAGER, UNIVERSITY OF IDAHO.
2. CHANGES: No alteration in any of the terms, conditions, delivery, price, quality, quantity or specifications of this order will be effective without the written consent of the University of Idaho Department of Purchasing Services.
3. PACKING: No charges will be allowed for special handling, packing, wrapping, bags, containers, etc., unless otherwise specified.
4. DELIVERY: For any exceptions to the delivery date as specified on the order, Contractor shall give prior notification and obtain approval thereto from the University of Idaho Department of Purchasing Services. With respect to delivery under this order, time is of the essence and order is subject to termination for failure to deliver within the timeframe specified in this order.
5. SHIPPING INSTRUCTIONS: Unless otherwise instructed, all goods are to be shipped prepaid and allowed, FOB Destination.
6. ORDER NUMBERS: Agreement order numbers or purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.
7. REJECTION: All goods, materials, or services purchased herein are subject to approval by the University of Idaho. Any rejection of goods, materials, or services resulting from nonconformity to the terms, conditions or specifications of this order, whether the goods are held by the University of Idaho or returned, will be at Contractor's risk and expense.
8. QUALITY STANDARDS: Brand names, models, and specifications referenced in herein are meant to establish a minimum standard of quality, performance, or use required by the University. No substitutions will be permitted without written authorization of the University of Idaho Department of Purchasing Services.
9. WARRANTIES: Contractor warrants that all products delivered under this order shall be new, unless otherwise specified, free from defects in material and workmanship, and shall be fit for the intended purpose. All products found defective shall be replaced by the Contractor upon notification by the University of Idaho. All costs of replacement, including shipping charges, are to be borne by the Contractor.
10. PAYMENT, CASH DISCOUNT: Invoices will not be processed for payment nor will the period of computation for cash discount commence until receipt of a properly completed invoice or invoiced items are received and accepted, whichever is later. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized. Payment shall not be considered late if a check or warrant is available or mailed within the time specified.
11. LIENS, CLAIMS AND ENCUMBRANCES: Contractor warrants and represents that all the goods and materials delivered herein are free and clear of all liens, claims or encumbrances of any kind.
12. TERMINATION: In the event of a breach by Contractor of any of the provisions of this Agreement, the University of Idaho reserves the right to cancel and terminate this Agreement forthwith upon giving written notice to the Contractor. Contractor shall be liable for damages suffered by the University of Idaho resulting from Contractor's breach of Agreement.
13. TRADEMARKS: Contractor shall not use the name, trade name, trademark, or any other designation of the University, or any contraction, abbreviation, adaptation, or simulation of any of the foregoing, in any advertisement or for any commercial or promotional purpose (other than in performing under this Agreement) without the University's prior written consent in each case.

14. **OSHA REGULATIONS:** Contractor guarantees all items, or services, meet or exceed those requirements and guidelines established by the Occupational Safety and Health Act.
15. **TAXES:** The University of Idaho is exempt from payment of Idaho State Sales and Use Tax. In addition, the University is generally exempt from payment of Federal Excise Tax under a permanent authority from the District Director of the Internal Revenue Service. Exemption certificates will be furnished as required upon written request by Contractor. If Contractor is required to pay any taxes incurred as a result of doing business with the University of Idaho, it shall be solely responsible for the payment of those taxes. If Contractor is performing public works construction, it shall be responsible for payment of all sales and use taxes.
16. **BINDING EFFECT:** This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.
17. **ASSIGNMENTS:** No Agreement, order, or any interest therein shall be transferred by Contractor to any other party without the approval in writing of the Purchasing Manager, University of Idaho. Transfer of an Agreement without approval may cause the rescission of the transferred Agreement at the option of the University of Idaho.
18. **WAIVER:** No covenant, term or condition, or the breach thereof, shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition herein. Acceptance by a party of any performance by another party after the time the same shall have become due shall not constitute a waiver by the first party of the breach or default unless otherwise expressly agreed to in writing.
19. **FORCE MAJEURE:** Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes thereof, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (except for financial ability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.
20. **NO JOINT VENTURE:** Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or employment or agency relationship between the parties.
21. **PRICE WARRANTY FOR COMMERCIAL ITEMS:** Contractor warrants that prices charged to the University of Idaho are based on Contractor's current catalog or market prices of commercial items sold in substantial quantities to the general public and prices charged do not exceed those charged by Contractor to other customers purchasing the same item in like or comparable quantities.
22. **NONDISCRIMINATION:** Contractor represents and agrees that it will not discriminate in the performance of this Agreement or in any matter directly or indirectly related to this Agreement on the basis of race, sex, color, religion, national origin, disability, ancestry, or status as a Vietnam veteran. This non-discrimination requirement includes, but is not limited to, any matter directly or indirectly related to employment. Breach of this covenant may be regarded as a material breach of Agreement.
23. **UNIVERSITY REGULATIONS:** Contractor shall follow and comply with all rules and regulations of the University and the reasonable instructions of University personnel.
24. **GOVERNING LAW:** This Agreement shall be construed in accordance with, and governed by the laws of the State of Idaho. Any legal proceeding related to this Agreement shall be instituted in the courts of the county of Latah, state of Idaho, and Contractor agrees to submit to the jurisdiction of such courts.

UNIVERSITY OF IDAHO - REQUEST FOR PROPOSAL

Exhibit A – Request for Certificate of Insurance from Contractor*

***If bid is awarded to Contractor**

Page 1 of 2

Give this form to your insurance agent / broker

Agents/ Brokers: RETURN A COPY OF THESE INSTRUCTIONS WITH YOUR CERTIFICATE.

Certificates without a copy of these instructions will not be accepted.

Contractor and its subcontractors of any tier (“Insured”) are required to carry the types and limits of insurance shown in this Request, and to provide University of Idaho (“Certificate Holder”) with a Certificate of Insurance within seven (7) days of the signing of this Contract.

- Certificate Holder shall read:

State of Idaho and the Regents of the University of Idaho
Attn: Risk Management
P.O. Box 443162
Moscow, ID 83844-3162

- Description area of certificate shall read: Attn: Contract for Services
- All certificates shall provide for thirty (30) days’ written notice to Certificate Holder prior to cancellation or material change of any insurance referred to in the certificate.
- All insurers shall have a Best’s rating of AV or better and be licensed and admitted in Idaho.
- All policies required shall be written as primary policies and not contributing to nor in excess of any coverage Certificate Holder may choose to maintain.
- All policies (except Workers Compensation and Professional Liability) shall name the following as Additional Insured: The Regents of the University of Idaho, a public corporation, state educational University, and a body politic and corporate organized and existing under the Constitution and laws of the state of Idaho.
- Failure of Certificate Holder to demand a certificate or other evidence of full compliance with these insurance requirements or failure of Certificate Holder to identify a deficiency from evidence that is provided shall not be construed as a waiver of Insured’s obligation to maintain such insurance.
- Failure to maintain the required insurance may result in termination of this grant or contract at the Certificate Holder’s option.
- By requiring this insurance, Certificate Holder does not represent that coverage and limits will necessarily be adequate to protect Insured, and such coverage and limits shall not be deemed as a limitation on Insured’s liability under the terms of the grant or contract.
- A copy of this certificate request must be sent with the Certificate.

UNIVERSITY OF IDAHO - REQUEST FOR PROPOSAL

Exhibit A – Request for Certificate of Insurance from Contractor****If bid is awarded to Contractor****Page 2 of 2**

Required Insurance Coverage. Insured shall obtain insurance of the types and in the amounts described below.

- Commercial General and Umbrella Liability Insurance. Insured shall maintain commercial general liability (CGL), Law Enforcement Liability, and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence and in the aggregate. If such CGL insurance contains a general aggregate limit, it shall apply separately by location and shall not be less than \$1,000,000. CGL insurance shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract. Waiver of subrogation language shall be included. If necessary to provide the required limits, the Commercial General Liability policy's limits may be layered with a Commercial Umbrella or Excess Liability policy.
- Commercial Auto Insurance. Insured shall maintain a Commercial Automobile Policy with a Combined Single Limit of not less than \$1,000,000; Underinsured and Uninsured Motorists limit of not less than \$1,000,000; Comprehensive; Collision; and a Medical Payments limit of not less than \$5,000. Coverage shall include Non-Owned and Hired Car coverage. Waiver of subrogation language shall be included.
- Business Personal Property and/or Personal Property. Insured shall purchase insurance to cover Insured's personal property. In no event shall Certificate Holder be liable for any damage to or loss of personal property sustained by Insured, whether or not insured, even if such loss is caused by the negligence of Certificate Holder, its employees, officers or agents.
- Workers' Compensation. Insured shall maintain all statutorily required Workers Compensation coverages. Coverage shall include Employer's Liability, at minimum limits of \$100,000 / \$500,000 / \$100,000.
- Professional Liability. Insured shall maintain Professional Liability (Errors & Omissions) insurance on a claims made basis, covering claims made during the policy period and reported within three years of the date of occurrence. Limits of liability shall be not less than one million dollars (\$1,000,000).

If you have additional questions, please contact:

Nancy Spink, Risk Management Officer, University of Idaho.
 PH (208) 885-6177. FAX (208) 885-9490
 nspink@uidaho.edu

A. RESPONSE SHEETUNIVERSITY OF IDAHO REQUEST FOR PROPOSALS NO. 09-56J
PROPOSAL RESPONSE CERTIFICATIONJANUARY 12, 2010

DATE

The undersigned, as Proposer, declares that they have read the Request for Proposals, and that the following is submitted on the basis that the undersigned, the company, and its employees or agents, shall meet, or agree to, all specifications contained therein. It is further acknowledged that that addenda numbers 1 to 3 have been received and were examined as part of the RFP document.

Nancy Chaney

Name

Signature

Mayor

Title

City of Moscow

Contractor

206 East Third Street, PO Box 9203

Address

Moscow, ID 83843

City, State, Zip

Telephone Number: 208-883-7080Fax Number: 208-883-7018

Telephone Number and Fax Number

Cell Phone Number: 208-596-5836

Cell Phone Number

nchaney@ci.moscow.id.us

E-mail Address

Idaho

State of Incorporation

82-6000227

Tax ID Number

Business Classification Type (Please check mark if applicable):

Minority Business Enterprise (MBE) ☐Women Owned Business Enterprise (WBE) ☐Small Business Enterprise (SBE) ☐Veteran Business Enterprise (VBE) ☐Disadvantage Business Enterprise (DBE) ☐

Business Classification Type is used for tracking purposes, not as criteria for award.

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EXECUTIVE SUMMARY

EXPERIENCE AND REFERENCES

The University of Idaho and the City of Moscow, through the Moscow Police Department (MPD) have worked collaboratively for 44 years to provide proactive, community based law enforcement services to the University students, faculty and staff. The current agreement has been in place since 1996, and serves as a model of town-gown collaboration which is the envy of campuses nationwide. The City Of Moscow's response to this Request for Proposals refers to services and service levels which are currently being provided and which reflect a safe and collaborative academic and social environment. The current policing method utilized by the Moscow Police Department to provide policing services on the University campus is one of the best in the nation. An extensive list of references is included in this proposal and the City invites the University to contact these individuals and organizations.

QUALIFICATIONS AND TRAINING

The MPD is fully accredited by the Idaho Chiefs of Police Association. The process for accreditation includes peer review as well as intense review of all internal standards for efficient and effective operation of a police agency. The MPD was carefully measured against an established set of standards and met or exceeded accepted practices in the field of law enforcement. The Idaho Chiefs of Police Association accreditation guidelines closely resemble those which have been adopted by the International Association of Campus Law Enforcement Administrators (IACLEA).

The Western Regional Institute for Community Orientated Public Safety, (WRICOPS) is an organization that promotes community policing. The WRICOPS team examined all aspects of MPD's operations and their assessment confirmed that the MPD's primary goal is community policing which is incorporated into the MPD's values, goals, structure in both internal and external environments. The MPD's community policing style is well suited for a partnership with the University because of its unique focuses on the areas of crime prevention, education and learning.

The MPD currently provides comprehensive training of both commissioned and non-commissioned personnel in all aspects of law enforcement which includes an emphasis on community policing and which assists in the comprehensive security of the University and the community. Prior to their assuming any independent law enforcement duties or responsibilities all MPD Officers receive training as prescribed by Peace Officer Standards and Training (POST) Council. All sworn officers are required to complete a minimum of forty (40) hours of training every two (2) years as required by POST.

ABILITY TO REDUCE/MITIGATE UNIVERSITY RISK

As employees of the City, MPD staff follow the policies and procedures of a governmental entity, including all local, state and federal laws. Under the policy-making authority of the City Council and administration of the Mayor and City Supervisor, the Police Chief and Command staff manage a team of professional law enforcement officers, trained to provide a wide range of police and security services to the University.

The MPD follows a Community Policing model designed to meet the goal of supporting the University's mission to make the campus a safe place for its students to live, learn and socialize in an academic atmosphere. Highly trained, sworn police officers continuously interact with students, faculty and staff in an informal atmosphere. The MPD maintains a Police Campus Substation on the UI campus which is staffed by the Campus Division Commander and two Campus Community Policing Officers to promote and support a bond between the students and the community.

The MPD has law enforcement jurisdiction of the University campus and the city, so all calls and incidents are both responded to and investigated by one agency. This eliminates confusion, adds to efficiency and provides better customer service.

CUSTOMER SERVICE AND OUTREACH

Currently, the MPD provides general coverage of the University campus at all times; 24 hours per day, 7 days per week, 365 days per year (24/7/365). This model of "level of service" coverage provides optimal and maximum resources to the University. Although MPD assigns a Campus Division Commander and two Campus Community Policing Officers exclusively to campus, many times during the day there are up to three or four additional officers on campus. If the need arises, the entire MPD patrol, detective and administrative staff is available to be on campus. At full staff MPD has 22 patrol positions including 3 sergeants, 4 corporals and 15 patrol officers to handle calls for service. The MPD Command Staff includes the Chief of Police, Assistant Chief of Police and 2 Lieutenants (including the Campus Division Commander). Other personnel providing services to the University include an Administrative Sergeant, Detective Sergeant, 3 Detective Corporals (including Narcotics Detective Corporal), Crime Prevention Officer, Records staff (including Records Supervisor and 2 Records Technicians) and Property/Evidence Manager.

The MPD will provide law enforcement services year-round for University events, visits by dignitaries, government officials, and Idaho State Board of Education meetings. The MPD will also implement special emphasis patrols. The MPD will continue to provide new student orientations and awareness/prevention presentations in the following areas: alcohol/drug awareness, rape and sexual assault, theft prevention, bike safety and registration, crime reporting and other areas as requested. These presentations are encouraged for all University faculty, staff and students. The City's response to this RFP refers to services and service levels which are currently being provided and which reflect a safe and collaborative academic and social environment for the University students, faculty and staff.

COSTS

As a sister governmental entity, the City of Moscow is conscious of the need to make public dollars go as far as possible. The expenses outlined in the proposal are intended to reimburse the City for providing top-quality, customer-service oriented community policing services at the most efficient and economical level possible. As requested, costs are presented for a period of five years, the anticipated term of the agreement. The Costs section of the proposal, citing a FY2011 cost of \$1,265,306 for services as proposed, is presented in a format similar to the City of Moscow annual budget document, which is familiar to University staff. Successive years of the proposal are calculated using expected fluctuations in consumer indexes and expected salary adjustments in conformance with City of Moscow personnel policies.

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NATURE OF PROPOSAL

The City of Moscow and Moscow Police Department (MPD) are pleased to respond to the Request for Proposals for Police and Security Services (RFP) issued by the University of Idaho. As noted in the RFP and throughout this proposal, the City of Moscow and the University of Idaho have a long-standing and collaborative relationship in the provision of both policing and security services to the University community. The following is a consolidated proposal for the provision of policing and security services. Because of the nature of the community policing model which has been developed by both the MPD and the University, there is no bright line between what would traditionally be defined as "policing" or "law enforcement" and "security" services.

The University of Idaho campus proper lies entirely within the Moscow city limits and therefore within the jurisdiction of the MPD for law enforcement purposes. That jurisdiction is concurrent with only two other sworn law enforcement agencies: the Latah County Sheriff's Office and the Idaho State Police. Only these three agencies have the authority to effect arrests for criminal conduct on the University campus. This authority, coupled with knowledge-based communicative and collaborative law enforcement yields a community policing model which marries both policing and security services.

The following proposal describes services which are currently being provided by the City of Moscow and the MPD to the University of Idaho and invites University feedback and input in making changes and/or adjustments in order to deliver desired services.

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B. BACKGROUND AND HISTORY

The City of Moscow was incorporated in 1887. The City is governed by a Mayor/Council form of government that is comprised of six council members who serve staggered four-year terms and the Mayor who are all elected by the voters. The names of the Mayor and City Council members as well as the dates in which their respective terms of office expire are as listed below:

Name	Expiration of Current Term	Total Years Served
Nancy Chaney, Mayor	1/6/2014	4
Wayne Krauss, Pres.	1/3/2012	2
Dan Carscallen, VP	1/3/2012	2
Walter Steed	1/6/2014	2
Sue Scott	1/6/2014	0
Tom Lamar	1/3/2012	2.5
Tim Brown	1/6/2014	0



Mayor Nancy Chaney was elected Mayor of Moscow in 2005, after serving on the City Council for two years. She has undergraduate degrees in Nursing and Psychology from Boise State and a Masters degree in Environmental Science from the University of Idaho. She has worked as a nurse, archaeologist, editorial and University of Idaho administrative assistant and is a small business owner. She has been a guest lecturer at the University of Idaho and frequent participant in Town and Gown activities.



Gary J. Riedner currently serves as the City Supervisor, a position he has held since 1995. Prior to serving in his current capacity, Mr. Riedner served as the City Attorney from 1992-1995. Mr. Riedner received a Bachelor's degree in Economics and graduated from the School of Law at the University of Idaho in 1984. He has practiced law in various capacities since that time. He is a credentialed City Manager by the International City-County Management Association



Daniel L. Weaver is the Chief of Police for the City of Moscow. He has been involved in police work in Idaho for the past thirty nine years. Starting as a Reserve Officer in 1971, he has served in every major division of the Moscow Police Department being named Chief in 1995. He earned a B.S. degree in criminal justice from the University of Idaho and a Masters Degree in Educational Administration. Chief Weaver is a graduate of the FBI National Academy and was appointed by Idaho Governor C.L. "Butch" Otter as Chair of the Idaho Peace Officer Standards and Training Council (POST). He spent eight years as the liaison and director of the University of Idaho Campus Police Division. He has trained students and officers in sexual assault prevention, security and crime prevention. Chief Weaver initiated the first crime prevention program in Moscow on the University of Idaho campus, and has served on various committees including the Acquaintance Rape Prevention Task Force, Campus Safety Committee, Alcohol Awareness Committee, Disability Services Advisory Committee and the Behavior Review

Committee. He has been a guest instructor at the University of Idaho and served as an adjunct faculty member in the Justice Studies Department at Lewis and Clark State College in Lewiston, Idaho. Chief Weaver was recently honored as the recipient of the biannual Ismat and Mannan Sheik Award in recognition of his work for community inclusiveness and respect for diversity.



David J. Duke is the Assistant Chief of Police for the City of Moscow Idaho. He has been involved in police work for the past thirty-six years. After serving twenty-three years with the Oklahoma City Police Department, he was hired by the Moscow Police Department in 1999. Assistant Chief Duke earned a B.S. degree in Criminal Justice from the University of Central Oklahoma in 1984 and a Masters Degree in Criminal Justice Management and Administration in 1986. He is a graduate of the FBI National Academy and Northwestern University's School of Police Staff and Command. He possesses the basic, intermediate, advanced, and management certificates through the Idaho Peace Officers Training Council.



Lieutenant David Lehmitz has been with the Moscow Police Department since May 1988. During that time he has been a Patrol Officer, General Detective, Narcotics Detective assigned to the Quad Cities Drug Task Force, Patrol Sergeant, Detective Sergeant, and Operations Division Commander and is presently the Campus Division/Investigations Commander. He is a graduate of the FBI Command College, holds a management certificate through Idaho Post and has attended over 1,900 hours of post certified training.



Lieutenant Paul M. Kwiatkowski has been with the Moscow Police Department since 1994. He has a BS Degree from the University of Idaho in Computer Science with a minor in mathematics and holds an Idaho P.O.S.T. Management Certificate. Lieutenant Kwiatkowski is currently the Operations Division Commander and has past experience working as the Campus Division Commander and Supervisor for the Detective Unit.

The City of Moscow has 138 full-time equivalent (FTE) employees under the leadership of the Mayor and City Council. The services provided by the City include public safety, public works, arts, parks, recreation and community development. The City of Moscow and Moscow Police Department Mission Statement are attached as Exhibit 1.

The main campus of the University of Idaho (University), the state's land-grant research institution, lies completely within the corporate limits of the City of Moscow (City). As noted in the Request for Proposals, the University enrollment is approximately 11,739 students, with 10,682 students at the 1,482 acre Moscow campus. The physical assets of the University Moscow campus include 253 buildings¹ which are valued at over \$812,000,000².



¹ <http://www.ucm.uidaho.edu/default.aspx?pid=86028>

² http://en.wikipedia.org/wiki/University_of_Idaho#Campus

Also as noted in the RFP, the University has 871 faculty and one thousand four hundred nine (1,409) staff members making the University the City's largest employer.

Students come from all 44 Idaho counties; all 50 states and 76 foreign countries³, with 3,429 students residing in University housing⁴ and the balance making their residences off-campus within the Moscow community or in the surrounding area. The University is also the cultural and recreational center of the community. University sponsored activities, ranging from the world renowned Lionel Hampton Jazz Festival to major intercollegiate athletic events are offered year-round. The Associated Students of the University of Idaho (ASUI) Kibbie Dome, a 17,500 seat student multi-purpose sports and activities complex, attracts sports fans from around the state and region to enjoy these events.

The University and the City have a long-standing and strategic partnership with regards to campus security and law enforcement. The City has provided the University with law enforcement services since the mid-1960s. The current agreement has been in place since 1996, and serves as a model of town-gown collaboration which is the envy of campuses nationwide.

The City of Moscow Police Department is committed to delivering responsive, innovative and courteous service to our citizens, including the students and staff of the University. See MPD 2008 Annual Report, Exhibit 2 and Select 2008 Citizen Survey responses, Exhibit 3. The MPD welcomes and encourages community input and participation as an integral part of law enforcement services provided to the University. The current policing method utilized by the MPD to provide policing services on the University campus is one of the best in the nation. Several major areas make our program unique and successful. Other jurisdictions around the country have inquired about the MPD policing method and indicated their desire to use the MPD model to manage their programs and services.

STATEMENT OF PERSPECTIVE

As noted in the RFP, the City of Moscow and MPD currently provide law enforcement and security services to the University. This relationship dates back to 1966. The University and MPD have worked collaboratively for some 44 years to provide proactive, community based law enforcement services to the University students, faculty and staff.

The City's response to this RFP refers to services and service levels which are currently being provided and which reflect a safe and collaborative academic and social environment for the University students, faculty and staff.

The City of Moscow and MPD stand ready to work with University Administration to provide services which meet the University's expectations and encourage dialogue and discussion to meet that goal.

³ <http://www.uidaho.edu/about/universityoverview/fastfacts.aspx>

⁴ University of Idaho - University Housing Representative

CURRENT SERVICES

One Jurisdiction – Currently, the students and police and University personnel do not have to worry about boundaries and jurisdictional issues. MPD retains jurisdiction of the University campus and the city, so all calls and incidents are responded to and investigated by one agency. Students, faculty and staff do not have to wonder where to go to report crimes, get accident and other reports, and other types of policing service. This eliminates confusion, adds to efficiency and provides better customer service.

Students, faculty, staff and visitors to campus know they will be getting policing services from state certified, commissioned, educated and trained professionals. At some universities, which have their own police department, university representatives may feel pressure to intervene in some circumstances involving high profile cases which may result in ethical questions. At the University of Idaho, administrators may defer all policing questions and are not expected to become involved in policing methods, arrests, investigations or other law enforcement matters. This creates a favorable and friendly non-biased atmosphere on campus regarding safety and security of students as well as the assurance that each case will be treated equally and fairly under the law.

Coverage – Currently, the MPD provides law enforcement coverage of the UI campus at all times. Many times of the day there are three to four officers on campus patrolling, answering calls and performing preventive duties. If the need arises, the entire MPD patrol, detective and administrative staff can and have been on campus providing services as the situation dictates. See MPD organizational chart, Exhibit 4. Under the current arrangement, when this type of additional policing is provided on campus, beyond the annual contract fee, no additional costs are charged to the University. Access to the entire resources of the MPD is a hallmark of the unique and collaborative relationship between the City of Moscow and the University of Idaho.

Special Services – At present, the MPD provides and has available to the University special services over and above what is normally thought of as routine patrol. They include full service animal control, extra bicycle patrol, motorcycle traffic patrol, special response team availability, and riot control trained officers. (In the past, there have been instances of riotous behavior in the form of out-of-control snowball fights and rival living group conflicts involving large fights and instances of significant property damage.)

Other special services include evidence tracking and storage, criminal enterprise tracking through the Joint Terrorism Task Force, Rocky Mountain Information Network, Homeland Security Department, FBI and other agencies. MPD's relationship with these other agencies is designed to provide maximum resources for crime prevention and protection of the University.

The MPD follows a Community Policing model designed to meet the goal of supporting the University's mission to make the campus a safe place for its students to live, learn and socialize in an academic atmosphere. Police officers interact with students by making themselves readily available in a comfortable and informal atmosphere, utilizing foot and bicycle patrols to bring officers into constant personal contact with students, faculty and staff. The MPD maintains a Police Substation on the UI campus which is staffed by the Campus Division Commander (a

MPD Lieutenant) and two Campus Community Policing Officers. In order to promote and support a bond between the students and the community, the positions of Campus Division Commander and Campus Community Policing Officers have no other off-campus supervisory or patrol duties.

Providing educational instruction to student living groups is a major role of Campus Community Policing Officers. These officers meet with fraternities, sororities and resident student groups to provide instruction on topics which cover a comprehensive spectrum of policing and criminal justice. The Campus Division Commander coordinates policing services with all UI colleges and departments as well as serving as a resource to the Offices of Risk Management Office, Dean of Students, and the Associated Students of the University (ASUI). MPD personnel regularly attend University meetings and activities to provide input and support.

The MPD participates in many campus activities designed to promote education and the community policing model, such as "Palousefest" and other welcoming/orientation activities. These activities provide students and parents information about the University, City of Moscow and the MPD.

The Campus Community Policing Officers work collaboratively with the City's Operations Division Patrol Officers and Services Division Detectives to problem solve areas of concern. One of the premier successes in 2008-2009 addressed the non-reporting of sexual assaults by University students. The MPD and University representatives met with the Latah County Prosecuting Attorney and Alternatives to Violence on the Palouse (ATVP) to change protocols on victim response. These changes have been extremely successful in providing a safe and supportive culture which has encouraged victims to report these crimes. This is one of many positive ways that Community Policing has served to improve the quality of life for University students, faculty, and staff.

Campus Community Policing Officers provide support for the Campus Police Substation and participate in bike and foot patrols. Numerous walk-in inquiries occur daily at the University Commons Substation. The informal and respectful interactions with these types of Community Policing practices are paramount to building mutual trust and promoting positive community/police relations. Campus Community Policing Officers facilitate meetings with various college groups to explain the criminal justice system, including procedures and processes. Scheduled student presentations range from one to two hours in length and cover the following material: weapons safety and responsibility; pedestrian rules and safety; bicycle rules and safety; vehicle rules of the road; alcohol and substance abuse; felony, misdemeanor, and infraction penalties; driving under the influence (DUI); noise limitations; police contact and constitutional rights; crime prevention; personal safety; protect a friend; party buddy responsibilities; designated driver obligations; protection from sexual assault and rape; fighting; and general inquiries on other topics of interest. In the past, to meet heightened concerns regarding campus security, Campus Community Policing has included interactive training with colleges and departments in active training sessions and exercises using a hypothetical shooting scenario.

The MPD's popular "Citizen's Police Academy" is offered each year to participants regarding law enforcement and allowing a hands-on and practical educational experience. University faculty, staff and students have participated in the Academy in the past.

The MPD is also proud to be a part of campus life, providing services in support of the living and learning environment of the University. There are many great examples of the close relationship between the MPD and University students, including Palouseafest and the Law Enforcement Special Olympics Torch Run.

During times of economic distress there is a correlating increase in crime rates and catastrophic events. The unemployment rate in Moscow has increased 3% in the last year. The overall increase in the unemployment rate in Idaho is the highest in twenty-one years. Renter occupied housing is 59% in Moscow, compared to a national average of 33%. Local statistics indicate that student age persons represent a large segment of our population of the community. These numbers evidence the need to maintain University and City-wide community policing services as a means of providing consistent and cohesive law enforcement.

A recent research project developed a risk assessment for the City. The initiative behind the project was to develop a community hazard analysis with focus on the high value/high risk occupancies of Moscow. The assessment identified 215 locations/occupancies that were assessed a risk hazard score "significant" or "high risk." Several of these locations and activities are located on the University campus. The University's Hazardous Material Risk Elements survey identified 31 physical locations which had hazmat materials stored, including a Bio-Hazard Level III Facility and chemical, genetic and biological research laboratories. Based on the assessment findings, it is imperative to continue to provide the existing level of policing services on Campus in order to protect the areas listed in the risk analysis.

C. REFERENCES

The following list of references includes individuals and organizations who have worked with the MPD in its capacity of providing services to the University, including collaborative or mutual-aid services:

Name of Person	Ted Weatherly		
Title of Person	Chief of Police, City of Pullman		
Addresses	260 SE Kamiaken, Pullman, WA 99163-0802		
Phone Numbers	509-334-0802	E-mail	ted.weatherly@ci.pullman.wa.us
Name of Person	Bill Gardner		
Title of Person	Chief of Police, Washington State University		
Addresses	PO Box 647300, Pullman, WA 99164-7300		
Phone Numbers	509-335-8548	E-mail	police@wsu.edu
Name of Person	Matt Kurz		
Title of Person	Greek Advisor – Director of Fraternity & Sorority Affairs		
Addresses	PO Box 442431, Moscow, ID 83844-2431		
Phone Numbers	208-885-6757	E-mail	mkurz@uidaho.edu
Name of Person	Kelby Wilson		
Title of Person	ASUI President		
Addresses	875 Line Street, Moscow ID 83844		
Phone Numbers	208-885-6331	E-mail	kwilson@uidaho.edu
Name of Person	Ashley Cochran		
Title of Person	ASUI Vice President		
Addresses	728 Elm Street, Moscow, ID 83843		
Phone Numbers	208-885-6331	E-mail	ashleycochran@vandals.uidaho.edu
Name of Person	Joanne Muneta		
Title of Person	Chair, Latah County Human Rights Task Force		
Addresses	203 S Howard Street, Moscow, ID 83843		
Phone Numbers	208-883-3267	E-mail	jmuneta@uidaho.edu
Name of Person	Ray Gasser		
Title of Person	University Residence Director		
Addresses	PO Box 442010, Moscow, ID 83844-2010		
Phone Numbers	208-885-6571	E-mail	rgasser@uidaho.edu
Name of Person	Bruce Pitman, Ph.D.		
Title of Person	Vice Provost for Student Affairs & Dean of Students		
Addresses	PO Box 442431, Moscow, ID 83844-2431		
Phone Numbers	208-885-6757	E-mail	bpitman@uidaho.edu

Name of Person	Dee Dee Kanikkeberg
Title of Person	Residence Living Director
Addresses	PO Box 442010, Moscow, ID 83844-2010
Phone Numbers	208-885-9768 E-mail deedeek@uidaho.edu
Name of Person	Jill Smith
Title of Person	Panhellenic Council President
Addresses	805 Elm Street, Moscow, ID 83843
Phone Numbers	208-841-9491 E-mail jill.smith@vandals.uidaho.edu
Name of Person	Dave Church
Title of Person	Interfraternity Council President
Addresses	701 Elm Street, Moscow, ID 83843
Phone Numbers	208-512-2979 E-mail dchurch@vandals.uidaho.edu
Name of Person	Rob Spear
Title of Person	Intercollegiate Athletics Administrator
Addresses	PO Box 442302, Moscow, ID 83844-2302
Phone Numbers	208-885-0243 E-mail rspear@uidaho.edu
Name of Person	Robb Akey
Title of Person	Head Football Coach
Addresses	PO Box 442302, Moscow, ID 83844-2302
Phone Numbers	208-885-0275 E-mail robba@uidaho.edu
Name of Person	Carl Root
Title of Person	Parking & Transportation Service Director
Addresses	PO Box 441201, Moscow, ID 83844-1201
Phone Numbers	208-885-0298 E-mail croot@uidaho.edu

D. EXPERIENCE AND SUPPORT

The MPD has more than forty-four years of experience in serving the University and one hundred twenty two years of service attending to the community of Moscow.

The MPD is fully accredited by the Idaho Chiefs of Police Association. The process for accreditation includes peer review as well as intense review of all internal standards for efficient and effective operation of a police agency. The MPD was carefully measured against an established set of standards and met or exceeded accepted practices in the field of law enforcement. The required practices and policies are designed to provide guidelines for best practices and legal mandates resulting in professionalism in all areas of police work. An accredited police department, like an accredited university, insures certain mandated and accepted practices are part of our general operating procedure. The Idaho Chiefs of Police Association accreditation guidelines closely resemble those which have been adopted by the International Association of Campus Law Enforcement Administrators (IACLEA). The MPD has assigned Assistant Chief David Duke as the professional accreditation manager. He recommends and maintains policies and operating procedures in relevant, up-to-date and professional standards.

The Western Regional Institute for Community Orientated Public Safety, (WRICOPS) is an organization that promotes community policing. WRICOPS does periodic organizational assessments of selected departments to gauge the level and effectiveness of community policing programs and to offer suggestions for improvement. The WRICOPS team examined all aspects of MPD's operations related to community policing. Their assessment confirmed that the MPD's primary goal is community policing and this type of service is incorporated into the MPD's values, goals, structure in both internal and external environments. The MPD's community policing style is well suited for a partnership with the University because of its unique emphasis on the areas of crime prevention, education and learning.

The MPD and the City also maintain mutual aid agreements with many local and regional agencies including the Latah County Sheriff's Office, Idaho State Police, Pullman Police Department, Washington State University Police Department, Lewiston Police Department and Whitman County Sheriff's Office.

The MPD has also partnered with the following groups through signed memoranda of understanding for general assistance and specific tasks as outlined below:

- Quad City Drug Task Force (sixteen regional criminal justice agencies): Collaborative policies and procedures for joint narcotics investigation and enforcement as well as area-wide protocols for investigation of peace officer-involved shootings;
- Idaho Department of Health and Welfare (eleven state, county and local agencies and two non-profits): Written protocols for the protection and treatment of mentally ill children and adults;
- Latah County Child Abuse Task Force (multidisciplinary team): Written protocols for child protection with emphasis on responding to abuse or endangerment;

- Latah County Adult Protection (six criminal justice agencies): Written protocols for response and investigation of elderly adult abuse, neglect or exploitation;
- Medical Director for County EMS: Written protocols for the deployment and use of automatic external defibrillators (AED);
- Region II Critical Incident Task Force (twenty law enforcement agencies): Written protocols for response and investigation of peace officer-involved critical incidents;
- Idaho Internet Crimes Against Children (statewide coalition of fifty nine agencies): Written protocols for response and investigation of child pornography and enticement.

The following is a list of professional associations in which the MPD participates to expand knowledge, experience and support include:

(Note: A detailed description of each association and their focus, experience and services is provided in the attached Exhibit 5.)

- International Association of Chiefs of Police (IACP)
- International Association of Campus Law Enforcement Administrators (IACLEA)
- International Narcotics Enforcement Officers Association (INEOA)
- International Conference of Police Chaplains
- Federal Bureau of Investigation National Academy Associates (FBINAA)
- Rural Law Enforcement Technology Center Advisory Council
- High Technology Crime Investigations Association (HTCIA)
- A Child Is Missing Incorporated (ACIM)
- National Tactical Officers Association (NTOA)
- National Emergency Number Association (NENA)
- National Association of School Resource Officers (NASRO)
- National Animal Control Association (NACA)
- Rocky Mountain Information Network (RMIN)
- Law Enforcement Information Exchange (LInX)
- Law Enforcement Bicycle Association (LEBA)
- Washington State Tactical Officers Association (WSTOA)
- Idaho Chiefs of Police Association (ICPA)
- Idaho Peace Officers Standards and Training Council (POST)
- Idaho Internet Crimes Against Children Task Force (ICAC)
- Idaho Peace Officers Association (IPOA)
- Idaho Crime Prevention Association (ICPA)
- Code Enforcement Professionals of Idaho (CEPI)
- Quad-Cities Drug Task Force
- Region II Critical Incident Task Force
- Whitcom Executive Board
- Latah County Human Rights Task Force (LCHRTF)
- Moscow Human Rights Commission
- Latah County Child Abuse Task Force
- Latah County Violence Response Task Force

- Latah County Local Emergency Planning Committee (LEPC)
- Latah County Youth Advocacy Council (LCYAC)
- Volunteers in Police Service (VIPS)
- Latah County Drug/Mental Health Court
- Project ACCESS/Mental Health

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E. RESPONSE TO SPECIFICATIONS AND PROPOSAL RESPONSE

The following response addresses specific areas of the University's RFP. The response notes the types and levels of services currently being provided to the University by the City of Moscow and the MPD and that those service levels will be continued or in some cases, modified. As stated throughout this response, the City of Moscow and MPD welcome dialogue and feedback from the University in evaluating and improving services.

3.3.1 Staffing and Training Requirements

Hiring Practices

The City of Moscow Police Department hiring procedure has been developed using professional standards in conjunction with and under the direction of Leslie Moss, Moscow Human Resources Director. The City of Moscow practices equal employment opportunity in all aspects of the employer-employee relationship including recruitment and hiring. Applications for employment are taken on a continuous basis. When a position becomes available, it is advertised and prior applicants are notified and invited to test for the position, using a nationally written standardized test. Qualifications for an officer position include having any combination equivalent to the completion of 60 hours of college course work including courses in law enforcement, and/or two (2) years of law enforcement experience in a department the same size or larger than the MPD. Those who successfully complete the standardized test are then invited to interview and an offer of employment is made to the most qualified candidate. As noted in the following outline, a rigorous background evaluation is also required in addition to a valid driver's license. The applicant must also be qualified to complete basic certification through the Idaho Peace Officers Standards and Training Council (POST).

After meeting the above criteria, candidates must also pass each of the following:

- Two oral interview boards
- Polygraph examination
- Physical agility and strength test
- Battery of psychological tests
- Medical evaluation including, hearing and vision tests
- Drug screen
- Comprehensive background evaluations including job history, schooling, any contacts with law enforcement and moral and ethical considerations
- 10 week POST Academy training
- 16 weeks of field training and evaluations
- 12 months of continued evaluation and probation

Staffing

As noted in the prior Background and History section, the MPD currently provides general coverage of the University campus at all times; 24 hours per day, 7 days per week, 365 days per year (24/7/365). This model of "level of service" coverage provides optimal and maximum resources to the University that otherwise would not be possible. Although MPD assigns a Campus Division Commander and two Campus Community Policing Officers exclusively to campus, many times during the day there are up to three or four additional officers on campus

patrolling, answering calls and performing crime prevention duties. If the need arises, the entire MPD patrol, detective and administrative staff is available to be on campus to meet the need.

Fire and elevator alarms are currently monitored and are expected to continue to be monitored and dispatched through the Whitcom Regional Dispatch (Whitcom) service. Access security and alarms are currently managed through private contractors that report alarm calls to Whitcom as well. Environmental systems are also anticipated to be monitored by private contractors.

The MPD enthusiastically invites University feedback and participation in the review of the performance of MPD personnel providing services to the University community. Selection and assignment of MPD personnel must be in accordance with established City personnel policies. The City, with the participation of University representatives, will address issues of unsatisfactory performance by MPD staff.

Training

The MPD currently provides comprehensive training of both commissioned and non-commissioned personnel in all aspects of law enforcement. This includes emphasis on community policing and in the following areas which assist in the comprehensive security of the University and the community:

- Best practices training in the areas of sexual assault protocols and investigations, crime prevention and services to non-English speaking and diverse populations;
- Joint agency exercises, coordinated with the University Emergency and Security Services Officer that fosters a comprehensive response by all law enforcement personnel and University staff to respond effectively to emergency situations;
- Security and emergency preparedness training for students, staff and faculty is considered a vital part of these services to reinforce the perception of a safe community.

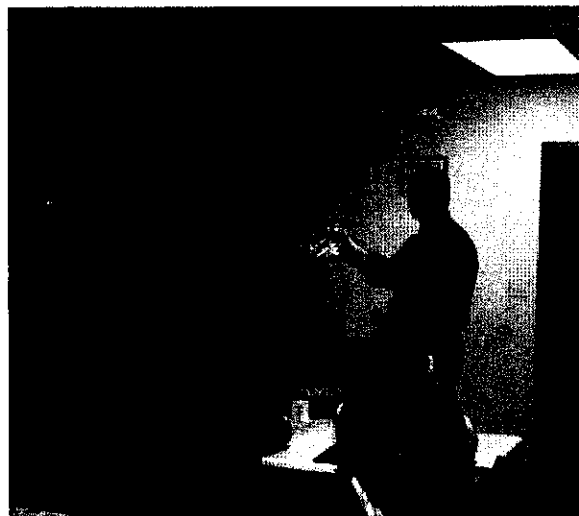
See attached MPD certifications and Education, Exhibit 6.

The following is an outline of specific and detailed training requirements if the MPD to include implementation of policy and procedures.

Orientation Training

Provides new employees knowledge and understanding of the following prior to duty assignment:

- Position and job descriptions
- Organizational structure and the chain of command
- Department operational policies and procedures
- Layout and organization of the Department's jurisdictional
- Department's legal basis and scope of authority



- General orientation training to familiarize them City Operation
- City and MPD Policy and Procedure Manual
- Prior to assuming law enforcement duties, all officers will take our "Oath of Office" administered by the City Clerk, swearing to uphold and defend the United States Constitution, the Constitution and laws of the State of Idaho, and to enforce the City ordinances

Basic Training Academy

Prescribed by Peace Officer Standards and Training (POST) Council to applicable employees prior to their assuming any independent law enforcement duties or responsibilities.

Minimum Training Hours for P.O.S.T Certification

All sworn officers are required to complete a minimum of forty (40) hours of training every two (2) years as required by the POST. This training includes a variety of topics including:

- Traffic enforcement
- University relations
- Sexual assault training
- Crowd control
- Appropriate Response/Use of force
- Investigation techniques
- Computer crimes
- Diversity training
- Report writing
- Communication training
- Drug training
- Prevention techniques
- First aid, including CPR resuscitation



Field and Preparatory Training

The training provided to newly hired, promoted or transferred employees is a continuation of the selection process and emphasis is placed on developing the knowledge, skills and abilities necessary to successfully conduct specific job assignments. This training continues until the employee has satisfactorily demonstrated the ability to perform all routine aspects of the particular job or assignment. Sworn officers must successfully complete the Department's FTO (Field Training Officer) Program prior to being assigned normal work duties.

On the Job Training

It is the responsibility of all MPD employees to share with other employees the skills and knowledge necessary to perform their duties. Supervisory and command officers of all ranks have the responsibility to train subordinates to perform assigned tasks and to familiarize them with their job responsibilities. This training is ongoing throughout an officer's career with MPD.

Roll-Call Training

The Training Officer establishes a roll call training program for the Department. The main goal of this training is to keep employees apprised of changes in the law, policies, procedures and other Department matters.

Supervisory officers assigned to the shift conduct Roll Call Training. Supervisors ensure that all personnel receive training and that personnel absent from roll call sessions receive the same instructions at a later date. Personnel are tested based on lesson plans developed by the distributor of the subject matter of the Roll Call Training.

In-Service Training

Provides employees with continuous and on-going instruction designed to enhance, refresh and update job-related knowledge, skills and abilities.

Specialized Training

All Department employees are encouraged to apply for specialized training.

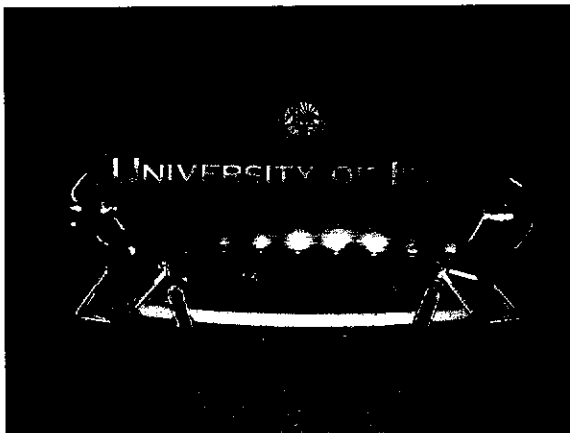
First Responder Exercise Training

The MPD collaborates with regional agencies to conduct joint exercises in emergency response and mutual aid. A command staff member represents the MPD on the Latah Local Emergency Preparedness Committee. Current partners, in which the Department performs joint exercises with, outside the law enforcement discipline, include the Moscow Volunteer Fire Department, University, Latah County Disaster Services, Idaho Bureau of Homeland Security, Gritman Medical Center and the Moscow School District.

All sworn officers are required to be trained in the Incident Command System (ICS) and to be compliant with the National Incident Management System (NIMS).

An MPD command officer assists with training local Citizen Emergency Response Teams (CERT) through Latah County Disaster Services. This training helps community members prepare themselves, family members, and assist first responders during disasters.

Each year, during budget preparation, the MPD conducts a needs assessment of personnel and prepares a training program for specific schools or conferences. As staff and funding allows personnel will be assigned to these specialized educational opportunities.

3.3.2 Vehicles and Equipment

The MPD employs the use of ten (10) clearly identifiable patrol cars, two (2) motorcycles, eight (8) bicycles (season and weather permitting), two (2) UTVs (Utility Vehicle) and three (3) unmarked detective vehicles. All of these vehicles are available and used on the University campus on a daily basis and would be available to meet the services contemplated by the RFP.

The following personal and safety equipment is furnished to each officer of the MPD:

Short Sleeved Shirts	Long Sleeved Shirts and Ties	Uniform Pants
Winter Coat	Ballistic Vest	Name Tag with Years of Service
Winter Hat	Equipment Bag	Winter/Summer Gloves
Shoes/Boots	Flashlight/Orange Cone	Note/Report Writing Holder
O.C. Spray/Holder	Holster	Handcuffs, Case, Pouch, Key
Duty Belt	Ammunition Pouch	Belt Keepers
Duty Ammunition	Service Weapon/Magazines	Portable Radio and Holder
Asp Holder	Traffic Vest	Citation Holder

In addition to the above, each patrol car is equipped with the following:

Shotgun/Rifle	Ammunition	Video Camera
Fire Extinguisher	Flashlight with Wand	Radar/Tuning Fork
First Aid Kit	Airway	Roller Measure – 100/25 feet
Anchor Weight	Traffic Cones	Flares/Turbo Flares
Crime Scene Tape	Bicycle Cable/Lock	Blanket
Marking Chalk	Marking Paint	Traffic Vest
Fingerprint kit	Pathogen kit	Flex cuffs
Hobbles	Hand Cleaner	Child's Toy
Air Taser	Traffic Stop/Slow Sign	Automatic External Defibrillator
Cell Phone	Spike Strips	

3.3.3 Communications

The City of Moscow currently provides emergency E-911 and dispatch services through Whitcom, the regional emergency dispatch center located in Pullman, Washington, eight miles to the west of Moscow and the University. The City's contract with Whitcom extends through 2015 providing efficiency and predictability of service and cost. See Agreement for E911 services and Complete Dispatch Services, Exhibit 7. Whitcom has provided excellent service to the City and has proven their timely, accurate and reliable communication services in all areas with the University.

The City's association with Whitcom regional emergency communications center allows access for the City and MPD to state of the art technology in communication equipment at a significant savings to the community and University.

Through the City Agreement, Whitcom provides the following services to MPD and the University:

Emergency Dispatch Services

- 911 call taking;
- Trained personnel who are able to triage assistance needed for a multiplicity of events, maintaining national standards for patient or victim safety with to first responder safety;
- Personnel complying with required mandatory training for local, state and federal certifications and access;

- Non-emergency call taking and with customer service;
- Public information dissemination;
- Immediate dispatch of law, fire, EMS first responders;
- Track suspects through the region via secure databases not available to the public;
- Entry and removal of warrants, protection orders, and other federal, state and local paperwork and statistical gathering;
- Ability to locate stolen or missing items via NCIC, not available to the public or private firms, requiring security clearance;
- 911 Call routing and call transfer based on caller's location.

Specialized Services

- Access to searchable secure databases which are available only to law enforcement agencies;
- Monitoring of University fire and elevator alarms;
- University after hours call out service;
- Providing specialized instructions to secure callers;
- Contact protocol for major and HazMat incidents, ability to resource additional emergency personnel if needed;
- Trained, certified EMD/EFD call takers who are able to assist with CPR/choking/childbirth until EMS arrives on scene, which is critical to patient stability;
- Recorded phone/radio traffic;
- Time stamped recording of unit and incident activity, which can be vital in a critical incident scenario;
- Paperless, searchable documentation of criminal and non-criminal activity on campus;
- Automated Number Identification (ANI)/Automatic Location Identification (ALI) information if person is unable to talk the system identifies their location (including two phase coordinates to plot on our map);
- Premise contact files that give detailed information for Fire Department (locations of detectors, keys for building, etc) and Law Enforcement (codes to access parts of building, responsible party information, and list of site specific issues);
- Mapping system – Layered that gives very detailed information right down to fire hydrant locations.

Emergency Operations Center

Whitcom is also the regional Emergency Operations Center (EOC) serving the same region noted above. This center provides enhanced interoperable communications and operations capabilities to the region. The center serves as the backup emergency communications for law enforcement mobilization plans in the area serving both the University and Washington State University, including special events, and a regional airport.

This secure facility contains all electronics, radio and communications equipment, and all necessary components of a modern EOC and is fully self-sustainable for seventy two (72) hours. The shared resource facility is set up for use by over fifty (50) fire, EMS and law enforcement districts in all jurisdictions served.

The Whitcom facility is approximately five thousand eight hundred (5,800) square feet in size with a cost of four million thirty two thousand two hundred forty seven (\$4,032,247) to build and equip.

Advancements in Technology/Service

Whitcom is also preparing to move towards the Next Generation 911 concept. The project is currently being tested by the United States Department of Transportation Intelligent Transportation Joint Program Office. The objectives of the NG911 concept are test selected requirements including:

- The ability of dispatch centers to receive voice, video, text (IM, SMS) and data;
- Improving 911 access for deaf/hearing-impaired (e.g., Video Relay Services, text messaging);
- Caller's location identification for Voice over Internet Protocol (VoIP) 911 calls;
- Transmission of telematics data directly to the PSAP (Advanced Automatic Crash Notification) like crash location, speed, vehicular rollover, crash velocity;
- Internet Protocol (IP) networking and security.

Quality Control/Customer Service

Each month surveys are sent out to individuals who have received law enforcement services requesting feedback and critique of those services, including dispatch response and call handling. Past survey responses have rarely been negative, however suggestions for improvements are noted and Whitcom has been willing to make alterations as necessary to better serve our University community.

3.3.4 Reports, Analysis, Planning

Reports

The MPD will provide statistics and reports as requested and required for the University to be compliant with Clery Act mandates. MPD's reporting process is and will continue to be in an electronic format which complies with the Clery Act and any future updates to the Act. Daily logs will be available to the University's Emergency and Security Services Officer in accordance with any Clery act provisions. Confidential material will be maintained according to law.

As previously noted, the MPD will provide, in consultation with the University's Emergency and Security Services Officer and Office of the Dean of Students, an annual security and/or law enforcement plan that lists actions designed to meet the expectations of the University. Results of actions taken under the plan will be reported annually at the time of the annual contract negotiation. The plan also may be used for guidance and information to the University in loss prevention, mitigation and response.

The MPD will work with University officials to develop and implement a weekly risk analysis report as requested.

Statistical Gathering and Analysis

The MPD collects statistics in accordance with national, state, and accepted law enforcement standards. Statistics are variable depending on the information collected, methods used and

definitional standards. Information and statistics dealing with crimes are defined by state statutes, national crime information standards and City codes. Statistics dealing with such things as calls for service, crime prevention activities, student talks, sexual assault prevention activities, citizen contacts and service type of assistance not related to actual crime control are all areas with disparate, non-standard reporting criteria. MPD statistics which address areas other than crime control should only be compared with other university police departments with careful consideration of information being compared, methodology used, and definitional alignment of data.

3.3.5 Law Enforcement at University Events

Currently, the MPD provides services for special events as requested. If the staffing needs exceed on-duty staff available, additional personnel is provided at set hourly rates. In responding to this RFP, the MPD proposes providing law enforcement at University events as follows, with the intent that additional personnel beyond the minimum levels proposed would be billed at the set hourly rate for staff and commanders. See the costs section of this response for rates.

- Winter and spring commencements – The MPD will provide law enforcement staff for winter and spring commencement activities. The number of personnel will be determined pursuant to discussions with University and MPD Administration prior to the event. If resources are required beyond those of the MPD it is anticipated that the University would be responsible for the cost of such outside services.
- Home football and basketball games – The MPD will provide up to fourteen law enforcement personnel (including command staff) for each home football game and two law enforcement personnel for each home basketball game. If resources are required beyond these staffing levels, it is anticipated that the University would be responsible for the cost of additional staff or outside services.
- Visits by dignitaries; state, local and federal officials; and Idaho State Board of Education meetings – Due to the varied services that may be required for these visits and meetings, the MPD will provide up to three on duty law enforcement personnel for such activities. If resources are required beyond these staffing levels, it is anticipated that the University would be responsible for the cost of additional staff or outside services.
- Three “special emphasis” patrols a week in duration, negotiated with the Dean of Students and the Emergency and Security Services Officer, and conducted annually – The MPD shall provide three special emphasis patrols, each up to one week in duration per year. It is anticipated that the nature of such special emphasis patrols would be agreed upon by the University and the MPD prior to implementation.

3.3.6 Comprehensive Security and Law Enforcement Functions

Patrol of campus and perimeter of campus (24/7/365)

At full staff MPD has 22 patrol positions including 3 sergeants, 4 corporals and 15 patrol officers to handle calls for service. Patrol currently works the following shifts in order to providing continuous, around-the-clock service.

Daily scheduled patrol shifts are 7:00 a.m. to 5:00 p.m.; 5:00 p.m. to 3:00 a.m.; and 9:00 p.m. to 7:00 a.m. with a *minimum* staffing expectation of three (3) officers per shift. The MPD incorporates two additional Campus Community Policing Officers and a Campus Division Commander Lieutenant specifically for the University community. The Campus Community Officers are not in the general call rotation and only handle calls for service on campus. When the Campus Policing Officers are not on duty, general MPD patrol officers handle the calls. The Lieutenant assigned as Campus Division Commander acts as a liaison between the MPD and the University in coordination of police services. Administrative oversight of the Campus Division is also maintained by Chief of Police Dan Weaver and Assistant Chief of Police David Duke.

Patrol officers routinely provide perimeter and security checks on buildings and grounds within the University boundaries. Officers also walk through residence halls providing a sense of safety and security to residence and staff. In 2009, officers provided 278 perimeter and security checks throughout the year and residence hall walk-through's once a week during the academic year. These activities are in addition to services provided by Campus Community Policing Officers during regular shifts.

Detectives/Administration/Support

In addition to the Patrol Staff indicated above, the MPD Command Staff includes the Chief of Police, Assistant Chief of Police and 2 Lieutenants (including the Campus Division Commander). Other personnel providing services to the University include an Administrative Sergeant, Detective Sergeant, 3 Detective Corporals (including Narcotics Detective Corporal), Crime Prevention Officer, Records staff (including Records Supervisor and 2 Records Technicians) and Property/Evidence Manager.

Patrols to include bike, foot and vehicle

University patrols will be conducted by patrol car, UTV (Utility Terrain Vehicle), motorcycle, bicycle and foot.

Interaction with Whitcom Dispatch

The City and MPD have a current contract with Whitcom for provision of E911 and emergency dispatch services as explained earlier in this proposal. Those services will continue into the future, at least through the term of the current contract (2015).



Reports, analysis, planning

MPD administration and personnel review calls on a daily basis, compiling statistics and conducting analysis in order to adequately prepare and plan for events.

Operation of University Substation

Currently, the Campus Community Police Officers, with equipment provided by the MPD, operate from the substation in the Campus Commons building. MPD personnel will continue to staff a campus substation as requested.

Operation of gun locker

MPD currently operates the UI gun locker for students to check and securely store private weapons. The locker is located in the basement of the University building located at 3rd and Line. The MPD will continue to operate the gun locker as requested.

Parking Services

As noted in the RFP, the City of Moscow and the University have entered into an agreement for parking services relating to permits and timed parking on public streets. That agreement is in force until 2013. See Memorandum of Understanding for City/University Parking Program, Exhibit 8.

MPD currently enforces on street parking violations and designated handicap space parking violations throughout the City, including the University. Handicap parking space violations are towed immediately. General on-campus parking regulations are subject to an agreement between the City and the University. It is anticipated that MPD will continue to provide current levels of parking enforcement for on-street and designated handicap parking violations.

Participation in emergency communications

All MPD administrative personnel currently participate in the University's emergency notification system. It is anticipated that MPD administrative personnel will continue to participate in this emergency notification system as requested.

Monitoring and response to fire, medical and University alarm calls

Fire and elevator alarms are currently monitored and dispatched through Whitcom. To the best of MPD's knowledge, access/security panic alarms and environmental alarms are monitored through private contractor(s) and that contractor then calls Whitcom. The MPD's current role is to provide support as requested. It is anticipated that MPD will continue to provide support for the current level of service as dispatched through Whitcom for fire, elevator, panic and environmental alarms as requested. The City of Moscow Volunteer Fire Department and Volunteer Ambulance Company provide additional response.

Response to civil/security standbys

Presently, the MPD routinely responds to civil/security standbys for the University. It is anticipated that MPD will continue to provide civil/security standbys as requested.

Investigation and follow-up of all crimes not assigned to Detectives

Currently, all reported crimes are investigated by assigned MPD officers. As necessary, individual cases are evaluated and assigned to the Detective Division of the MPD. It is anticipated that MPD will continue to assign investigation of crimes in accordance with established law enforcement standards and procedures.

Implement proactive theft deterrent systems such as VARDA and TRL

VARDA and TRL are proprietary examples of portable alarm systems intended to warn and detect potential criminal activity, typically in high risk scenarios. MPD currently has a VARDA alarm system and deploys this system according to established procedures, including the nature of the crime. MPD has used this system in the past in various cases occurring on the University campus. The MPD will continue to utilize the VARDA and other surveillance systems with established law enforcement standards and procedures as requested.

Building security surveys

All MPD officers are encouraged to report unsafe or potential security risk issues. MPD will continue to report unsafe or potential security risk issues to University representatives as requested. (Note: The MPD has retained the services of an outside civilian technical reserve officer who has received specialized training in building security and provides fee based building survey services. The services of the technical reserve officer for building survey services may be negotiated separately by the University.) If the University desires those services to be included in services provided by MPD, this is possible, however the additional cost of those services will have to be negotiated.

Crime prevention presentation

The MPD currently provides new student orientations and awareness/prevention presentations in the following areas: alcohol/drug awareness, rape and sexual assault, theft prevention, bike safety and registration, crime reporting and other areas as requested. These presentations are encouraged for all University faculty, staff and students. MPD officers address incoming freshman during orientation for new University students. More than thirty six (36) presentations were given in 2009. It is anticipated that the MPD will continue to provide new student orientations and awareness/prevention presentations at current or enhanced levels as requested.

Escorts

Currently, escorts are provided on an extremely limited basis depending upon the nature and need of the escort request. MPD officers are encouraged to assess each situation and to provide for the safety of the requestor. For purposes of officer safety and risk management, individuals are not provided rides home, but rather the officer assists in identifying safe alternatives. The MPD intends to continue this practice as requested.

Lock-outs

At present, the MPD refers non-emergency lock-outs to local locksmiths. The practice of local locksmiths is to unlock a vehicle in the event of an emergency free of charge. Because of the technical difficulties of unlocking newer vehicles without proper training and equipment, the MPD does not provide lockout service for vehicles. The MPD will provide assistance as requested when a safety issue arises or if an individual is in danger.

Child safety-seat installation/inspection

The MPD has personnel trained and experienced in child safety restraint systems and provides that service upon request. The MPD is a primary participant in the annual Kids' Safety Fair, which emphasizes safety, awareness and risk prevention.

Detectives

MPD has a Detective Unit consisting of a Detective Sergeant and three Detective Corporals, including a Narcotics Detective Corporal. The Detective Unit provides investigative services to the University. MPD is a member of the Quad Cities Drug Task Force and actively participates in the investigation of drug crimes in cooperation with regional law enforcement agencies.

Victim Witness Services

These services are coordinated through the Latah County Prosecutor's office on felony cases. Misdemeanor cases involving students are coordinated through the Dean of Students Office using the Violence Prevention Coordinator.

Legal Services

All felony and juvenile prosecution services are handled through the Latah County Prosecutor's Office. Misdemeanor prosecution is conducted by the City Prosecutor's Office. Other MPD related legal matters are handled by the Moscow City Attorney's office.

Narcotics Unit

The MPD Detective Unit, as noted in a previous section, has a designated Narcotics Detective Corporal, providing additional expertise and resources for drug enforcement.

Records

MPD employs a records system designed to comply with legal requirements of the justice system. The MPD Records Supervisor works in conjunction with the University to comply with the mandates of the Clery Act.

Crime Analysis Unit

MPD officers review crime analysis information daily at briefing meetings and analysis is a function of the entire department. Reports are reviewed daily and discussed by MPD administration and the Prosecuting Attorney's offices. All patrol supervisors are responsible for tracking and planning in order to address crime trends.

Crime Lab/Evidence processing and storage

MPD collects and stores all evidence pertaining to a criminal act in a manner which meets the requirements of the justice system. Evidence is submitted to the Idaho State Crime Lab for processing and can only be submitted for processing by a Law Enforcement Agency.

Tactical team for emergency situations/negotiations team for emergency situations

MPD maintains a tactical team comprised of qualified personnel who have received specialized training in tactical response. The team consists of an entry unit, sniper unit, and hostage negotiations unit.

Selected traffic enforcement patrol

MPD currently has one officer dedicated to traffic enforcement. That officer also coordinates with the Idaho Department of Transportation to participate with state-wide enforcement programs which include seatbelt emphasis, aggressive driving, and pedestrian safety and impaired driving campaigns.

Canine services – patrol/tracking, narcotic, bomb/explosives

At this time, MPD does not have a dedicated canine unit. When the need arises, MPD utilizes the assets of other agencies to assist in these areas. Latah County provides dogs trained in narcotics detection and the Spokane Police and other regional agencies have dogs trained in bombs/explosives. These outside resources are available upon request.

Vehicle maintenance

The City of Moscow's Fleet Department performs maintenance on all City owned vehicles, including all MPD vehicles.

Information systems

The City of Moscow currently has an Information Systems (IS) Department providing service to all City departments including MPD. The Campus Division, operating from the Campus Commons building, uses three telephones, three personal and networked computers and two printers that are maintained by the City IS Department.

Special Note: An agreement between the University and the MPD is not to be construed in any way to limit the authority of the City and the MPD to police any and all areas of University property and buildings within the City limits of Moscow. Likewise, the City of Moscow and MPD's policing authority will not be abrogated to any security firm or other entity.

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E. COSTS

Components and features to be delivered are listed in the table below. Due to current City of Moscow pay practices and schedules and anticipated step and grade increases in salaries for officers, a 3.5% annual increase has been included for the Personal Services line item. See City of Moscow Step and Grade System, Fiscal Year 2008-2009, Exhibit 9. All other items have been factored for 5 years with a 3% annual increase based on anticipated Consumer Price Index (CPI) rates. Years are in accordance with the City's fiscal year of October 1 through September 30. Call out specific services that might lead to overtime. Items not included in this table are to be billed at the standard overtime rate of \$36/hour per officer, and \$48/hour per commanding officer.

	2011	2012	2013	2014	2015
Personal Services					
Full-Time Wages	676,450	696,744	717,646	739,175	761,350
Overtime	60,000	61,800	63,654	65,564	67,531
FICA Taxes	56,400	58,092	59,835	61,630	63,479
PERSI (State Retirement)	80,150	82,555	85,031	87,582	90,210
Unemployment Insurance	2,210	2,276	2,345	2,415	2,487
Workman's Compensation	28,110	28,953	29,822	30,717	31,638
Health & Accident Insurance	112,980	116,369	119,860	123,456	127,160
Life Insurance	3,650	3,760	3,872	3,988	4,108
Subtotal	1,019,950	1,050,549	1,082,065	1,114,527	1,147,963
Contractual					
Liability Insurance (Police)	19,740	20,332	20,942	21,570	22,218
Subtotal	19,740	20,332	20,942	21,570	22,218
Commodities					
Uniform Expense	9,476	9,760	10,053	10,355	10,665
Uniform Cleaning	3,420	3,522	3,628	3,737	3,849
Department Supplies	4,429	4,562	4,699	4,840	4,985
Travel & Meetings	5,871	6,047	6,229	6,415	6,608
Dues, Subscriptions & Membership	618	637	656	675	696
Personnel Training	11,700	12,051	12,413	12,785	13,168
Telephones	1,236	1,273	1,311	1,351	1,391
Rental Equip Teletype	2,961	3,050	3,142	3,236	3,333
Repairs & Maintenance	3,219	3,315	3,415	3,517	3,623
Firearms Program	5,263	5,421	5,584	5,751	5,924
Misc Recruitment Expense	2,163	2,228	2,295	2,364	2,434
Minor Equipment	6,180	6,365	6,556	6,753	6,956
Subtotal	56,536	58,232	59,979	61,778	63,632
Capital Outlay					
Automotive Equipment	20,000	20,600	21,218	21,855	22,510
Subtotal	20,000	20,600	21,218	21,855	22,510
Other Services					
Information Services	16,068	16,550	17,047	17,558	18,085
Fleet Services - Vehicle Supplies	12,499	12,874	13,260	13,658	14,068
Fleet Services - Vehicle R&M	34,201	35,227	36,284	37,373	38,494
Subtotal	62,768	64,651	66,591	68,589	70,646
Dispatch Services	86,315	88,904	91,572	94,319	97,148
Total Costs	1,265,309	1,303,268	1,342,366	1,382,637	1,424,117

Costs included in this table are all ongoing costs from year to year. All equipment prices are stated as FOB: University of Idaho. Specific items for each component include the following:

- Personal Services
 - Full-Time Wages
 - Overtime
 - FICA Taxes
 - PERSI (State Retirement)
 - Unemployment Insurance
 - Workman's Compensation
 - Health and Accident Insurance
 - Life Insurance
- Contractual
 - Liability Insurance
- Commodities
 - Uniform Expense
 - Uniform Cleaning
 - Department Supplies
 - Travel and Meetings
 - Dues, Subscriptions and Membership
 - Personnel Training
- Commodities Continued...
 - Telephones
 - Rental Equip Teletype
 - Repairs and Maintenance
 - Firearms Program
 - Miscellaneous Recruitment Expense
 - Minor Equipment
- Capital Outlay
 - Automotive Equipment
 - Purchase of vehicle every other year
- Information Services and Fleet
 - Information Services
 - Fleet Services
 - Vehicle Support
 - Vehicle Repair and Maintenance
- Dispatch Services
 - Whitcom Dispatch Services

DETAILED MPD CAMPUS BUDGET INFORMATION

Full Time Wages	<p>Salaries for Police Campus division personnel, including a Lieutenant, 2 Sergeants, 2 Corporals and 6 Officers. This item also includes:</p> <ol style="list-style-type: none"> 1. Shift Differential Officers working third shift receive \$50.00 a pay period (\$0.93 an hour) as an incentive. Officers working the evening shift receive a \$25.00 a pay period (\$0.47 an hour) incentive allowance. 2. Field Training Officer Pay Incentive Training recruits requires additional resources for officers selected to train. To supplement the extra requirements placed while training, officers will receive \$20.00 each 10-hour day they train. 3. Specialty Pay Officers assigned to SRT, Riot Team, motorcycle and bicycle duties receive an additional benefit 	676,450
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Overtime	<p>This line includes overtime expense for Police Campus Division Personnel. Overtime is paid to officers when the officer is required to work past regular duty hours to complete necessary reports, handle calls or any of the other situations listed below.</p> <ol style="list-style-type: none"> 1. Off-Duty officers called in to work: <ol style="list-style-type: none"> a. To cover shift work when minimum staffing levels are not met. b. Responding to major incidents requiring additional officers. c. Incidents that require specialized personnel to respond. d. Participate in mandatory or prearranged training requirements. e. Work special events or emphasis patrols. 2. Testify in court or meet with the prosecutor when they are not scheduled to work. 3. Officers working holidays. 4. Officers assigned to teach at the annual Citizens Police Academy 5. Representing the department on City approved committees 	67,531
FICA Taxes	This line includes social security for Police Campus Division personnel.	63,479
PERSI (State retirement)	This line includes PERSI payments for Police Campus Division personnel.	90,210
Unemployment Insurance	This is the Campus Division's portion of unemployment insurance.	2,487
Workman's Compensation	This line includes worker's compensation payments.	31,638
Health & Accident Insurance	This line includes health insurance payments for Police Campus Division personnel. Numbers provided by the Finance Department.	127,160
Life Insurance	This line includes life insurance payments Police Campus Division personnel.	4,108
Liability Insurance	Annual insurance premium for property, general liability, errors and omissions, auto and uninsured motorists and crime.	22,218
Uniform Expense	This line includes uniform expense for officers assigned to campus and for new officers who replace those who resign within the Police Campus Division.	10,665
Uniform Cleaning	This line includes uniform cleaning of those assigned to the Police Campus Division.	3,849

Department Supplies	This line includes supplies needed to operate the Police Campus Division including activity logs, compact disks, patrol forms, business cards, FTO supplies, keys, film, coffee, uniform citations, code books, batteries, road chalk, flares, cleaning wipes, etc.	4,985
Travel & Meetings	This line includes travel and meetings required of Police Campus Division personnel.	6,608
Dues, Subscriptions & Memberships	This line includes memberships in professional organizations which assist in staying current with technology and innovations in campus crime control trends and campus related prevention programs. It covers such publications as the Chronicle of Higher Education, IACLEA memberships, and other relevant dues and subscriptions.	696
Personnel Training	This line includes training of Police Campus Division personnel.	13,168
Telephones	This line includes costs of cell phones for the Police Campus Division.	1,391
Rental and Equipment (Teletype)	This line includes proportionate teletype rental expense. For FY10 the City will be billed \$13,125 for ILETS access and user privileges.	3,333
Repairs and Maintenance	This line includes maintenance of radios and radio equipment.	3,623
Firearms Program	The MPD purchases ammunition for patrol, qualification, and to familiarize employees on all weapon systems. This line item also purchases cleaning supplies for weapons, replacement parts, target stands and backings, replacement weapons, and other equipment for firearms training. This line pays the Police Campus Division portion of firearms expenditures.	5,924
Recruitment Expense	Expenses related to recruitment and selection of new employees within the Police Campus Division.	2,434
Minor Equipment	Minor equipment needed to operate the Police Campus Division such as the purchase of less lethal equipment needed for tactical response and other equipment for campus.	6,956
Automotive Equipment	The Police Campus Division has purchased one patrol vehicle every two years. This line item represents ½ of the expense of a new patrol car.	22,510
Information Systems Services	Annual charge for Information System Services.	18,085

Fleet Services Supplies	Vehicle charges for fuel. In accordance with the sustainability program, city diesel vehicles and diesel equipment use 20% bio-diesel fuel in the summer and 5% bio-diesel fuel in the winter months. Fleet management continues to investigate other avenues to use less fuel.	14,068
Fleet Services R&M	Vehicle charges for repair and maintenance.	38,494
Dispatch Services	Proportionate share of cost of dispatch services provided through Whitcom contract. Total cost of contract will be \$450,000 in FY2011.	

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F. PROPOSER EXCEPTIONS**SECTION 6 - GENERAL CONTRACTUAL TERMS AND CONDITIONS.****6-3 TERMINATION FOR CONVENIENCE**

Because of annual budgets and operational issues, CITY cannot agree to this Section as written. CITY could agree to a one (1) year written notice prior to any termination of this Agreement.

6-8 PROOF OF COMPLIANCE WITH AGREEMENT

CITY cannot agree to this Section as written. CITY could agree to provide the University, at any time when requested, properly authenticated documents or other satisfactory proofs as to compliance with such requirements of this Agreement except for those documents exempt from disclosure pursuant to the Idaho Public Records Law or other State or Federal law or regulation.

6-14 APPROPRIATIONS CLAUSE

CITY cannot agree to this Section as written. CITY could agree to 6-14 Appropriations Clause Section if the second sentence is expanded to include monies other than only those appropriated by the State of Idaho if there are other non-State of Idaho monies available to pay for the services rendered by CITY.

6-27 NO JOINT VENTURE

CITY cannot agree to this Section as written. CITY could agree to language as follows: Nothing contained in this Agreement shall be construed as creating a joint venture or partnership relationship between the parties.

6-31 UNIVERSITY'S RULES, REGULATIONS AND INSTRUCTIONS

CITY cannot agree to this Section as written. CITY cannot allow the University to make final employment decisions for City of Moscow employees. Such employees are governed, in part, by City of Moscow Personnel Policies and Guidelines and by the Policy and Procedure Manual of the Moscow Police Department (if the relevant employee is a Moscow Police Department employee). CITY agrees to accept the University's input regarding City employees, as such input relates to CITY compliance with the Agreement.

SECTION 7 - INDEMNITY, RISK OF LOSS, INSURANCE

7-2 INDEMNIFICATION

CITY cannot agree to this Section as written. CITY could agree to the following: CITY shall indemnify, defend and hold the University and the State of Idaho harmless from and against any and all claims, losses, damages, injuries, liabilities and all costs, including attorneys fees, court costs and expenses and liabilities incurred in or from any such claim, arising from any breach or default in the performance of any obligation on CITY's part to be performed under the terms of this Agreement, or arising from any act, negligence or the failure to act of CITY, or any of its agents, subcontractors, employees, invitees or guests. CITY, upon notice from University, shall defend University at CITY's expense by counsel reasonably satisfactory to University.

7-3 INSURANCE

CITY cannot agree to this Section as written. The City of Moscow, Idaho is a municipal corporation established by the Constitution of the State of Idaho with delegated authority from the Constitution and State Code. The City currently has insurance through the Idaho Counties Risk Management Program (ICRMP), an insurance cooperative providing property and casualty loss for protection of Idaho local governments, including cities. ICRMP is a member-owned local government risk pool operating under the provisions of the Idaho Insurance Code.

It is the position of ICRMP that governmental entities, including the CITY, do not have a lawful authority to purchase insurance on behalf of "private parties", such as the University of Idaho; however, ICRMP can provide a certificate of insurance to the University in the form attached.

CITY is of the opinion that the coverages provided to the CITY by ICRMP are equivalent to those coverages required by the University's RFP. ICRMP also purchases a yearly twenty million dollar (\$20,000,000) excess insurance policy for its entire membership, which includes the CITY. A copy of the ICRMP position on listing the University as an "additional insured" is attached. Additionally, a sample of a certificate of insurance which can be provided by MPD, pursuant to this Agreement, is attached.

SHERY HARMON
MEMBER SERVICES

January 8, 2010

University of Idaho

RE: City of Moscow – Certificate Request

I am summarizing ICRMP's position regarding additional insured language on our certificates of insurance.

As outlined, the member referenced above is a governmental entity within the State of Idaho. Idaho Code § 6-923 allows for political subdivisions to purchase insurance for "themselves and their employees." This is also specifically prohibited by the Idaho Constitution Article VIII, Section 4:

No county, city, town, township, board of education, or school district, or other subdivision, shall lend, or pledge the credit or faith thereof directly or indirectly, in any manner, to, or in aid of any individual, association or corporation, for any amount or for any purpose whatever, or become responsible for any debt, contract or liability of any individual, association or corporation in or out of this state.

Governmental entities do not have the lawful authority to purchase insurance on behalf of private parties, such as University of Idaho.

Even though we cannot use the terminology of "additional insured", we can provide you with a Certificate of Insurance, which shows that there is insurance on the property and that we will accept a tender of your defense if you are named party to a lawsuit solely because of your relationship with this member and not as a result of your own conduct.

I hope this information will better explain who we are, who our member is and why we cannot supply you with the words "additional insured" on your certificate of insurance. Please let me know as soon as possible that this situation has been resolved in the favor of our member.

Sincerely,

Shery Harmon

Shery Harmon
Member Services

CERTIFICATE OF INSURANCE

Issue Date: Friday, January 08, 2010 12:10:00 PM

Agent for Public Entity:

Shawn Sullivan

American Insurance

PO Box 9698

Moscow

ID 83843-

Insuring Pool Participant:

City of Moscow

PO Box 9203

Moscow

ID 83843-

This certificate is issued as evidence of the insurance coverage provided to the named Insuring Participant. It does not amend, extend or alter the coverage afforded by the policies below. It does not extend coverage beyond that permissible by the Idaho Tort Claims Act (Title 6, Chapter 9, Idaho Code)

PROGRAM AFFORDING COVERAGE:

Idaho Counties Risk Management Program, Underwriters

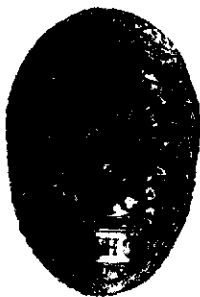
This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

Section Number	Type of Insurance - Coverage Form	Policy Number	Effective Date	Expiration Date	Deductible:
		29A02122100109	October 1, 2009	September 30, 2010	\$2,500
					Limits
I	PROPERTY INSURANCE -OCCURRENCE FORM	A. Buildings, Structures and Personal Property B. Automobile and Mobile Equipment Physical Damage C. Operational Disruption Expense D. Valuable Papers and Records			Amount Reported in Schedule of Values and with limits, conditions and exclusions
				For Claims Brought Pursuant to Title, Ch.9, Idaho Code	For All Other Covered Liability Claims
II	COMPREHENSIVE GENERAL LIABILITY -OCCURRENCE FORM	A. General Liability	Each Occurrence	\$500,000	\$3,000,000
		B. Premises Medical Payments	Each Person Each Accident		\$5,000 \$100,000
		C. Law Enforcement Liability	Each Occurrence	\$500,000	\$3,000,000
III	AUTOMOBILE LIABILITY -OCCURRENCE FORM	A. Automobile Liability	Each Occurrence	\$500,000	\$3,000,000
		B. Automobile Medical Payments	Each Person Each Accident		\$5,000 \$100,000
		C. Uninsured Motorist	Each Occurrence		\$500,000
IV	ERRORS AND OMISSIONS -CLAIMS MADE FORM	ERRORS AND OMISSIONS LIABILITY Employee Medical Ins Benefit Liability	Each Occurrence	\$500,000	\$3,000,000
V	CRIME INSURANCE -OCCURRENCE FORM (INCLUDES PUBLIC OFFICIALS' SURETY-IN-LIEU)	A. Employee Dishonesty B. Money and Securities (within premises) C. Money and Securities (outside premises) D. Money Orders and Counterfeit Currency E. Depositors Forgery	Each Occurrence		\$500,000
VI	BOILER AND MACHINERY -OCCURRENCE FORM	A. Damaged Property B. Expediting Expenses C. Business Income and Extra Expense D. Spoilage Damage E. Utility Interruption F. Newly Acquired Premises G. Ordinance or Law H. Errors and Omissions	Each Occurrence Each Occurrence Each Occurrence Each Occurrence Each Occurrence Each Occurrence Each Occurrence Each Occurrence General Aggregate		Varies Per Item \$2,500,000 Included \$1,000,000 \$2,500,000 \$5,000,000 \$5,000,000 \$10,000,000 \$100,000,000
Description of Operations/Locations/Vehicles/Restrictions/Special Items: Sample Certificate Value: As Respects for the above described item. This certificate recognizes that there is coverage, both for property damage and liability arising out of the acts of the Insuring Pool Participant. If the below listed Certificate Holder is named as a party to a lawsuit solely because of its relationship with the Insuring Pool Participant and not as a result of its own conduct, ICRMP will accept a tender of its defense. The below listed Certificate Holder as Loss Payee as their interest may appear.					
Certificate Holder: University of Idaho		Lease/Loan #: Cancellation Should any of the above described policies be cancelled before the expiration date thereof, the Issuing Program will mail within 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the Program, its agents or representatives.			
		Authorized Representative <i>Sherry Harmon</i> ICRMP 10/09			



City of Moscow Mission Statement

The City of Moscow delivers quality municipal services while ensuring responsible use of resources. We anticipate and meet the needs of our diverse population in order to build public trust and enhance a sense of community.

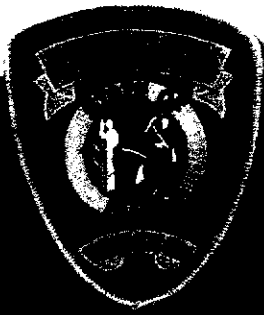


Moscow Police Department Mission Statement

Our Mission is to provide public safety services that are designed to fairly, efficiently, and effectively prevent crime and safeguard lives and property.

We will provide professional police services by inviting public participation resulting in a community atmosphere where citizens are free of unnecessary regulation and are treated with dignity and respect.

Our personnel will maintain high ethical standards, training and professional development. Our goal is to provide a community that is safe, secure, and a pleasant place to live and visit.



CITY OF MOSCOW POLICE DEPARTMENT



**SERVING WITH HONOR
PROTECTING WITH PRIDE**

2008 Annual Report

INTRODUCTION TO THE 2008 MOSCOW POLICE DEPT. ANNUAL REPORT

Honorable Mayor,
Members of the City
Council, City Admin-
istrator and Citizens
of Moscow.

I am pleased to pres-
ent to you this An-
nual Report for the
year 2008. We have



DANIEL L. WEAVER
CHIEF OF POLICE

continued our outreach to the community
with our School Resource Officer Program,
Crime Prevention through Environmental
Design, Citizen Police Academy, Campus
Community Policing Program, Bicycle Pa-
trol, Narcotics Abatement Program, and
Special Response Team. Each of these pro-
grams is designed to provide extra service
to our citizens and visitors and to provide a
quality of life unparalleled anywhere.

Our prevention and policing programs
on the University of Idaho campus,
headed by Lieutenant Dave Lehmitz is a

continuing model of genuine cooperation
and prevention programs envied by other
institutions of higher education. Our policing
partnership will remain the cornerstone
of our commitment to and involvement in
every aspect of university life, goals, and
educational endeavors. Several important
aspects of our commitment involve security,
prevention programs, educational outreach,
and safety.

Thanks to the hard work of Assistant David
Duke, the department was recertified
through the Idaho Chief's of Police
Association. This milestone means your
police department has met or exceeded
professional standards and ethics and is only
one of a handful of departments reaching
this goal in Idaho.

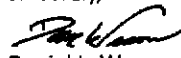
Once again our department was a leader in
the Idaho Law Enforcement Torch Run for
Special Olympics with Moscow participating
in the run of the torch to the World games in

southern Idaho. Local coordination efforts
were headed by Officer Rick Whitmore with
the assistance of other officers, staff, and
the Mayor.

Our officers have an emphasis on crime
prevention both within the community
and on the University of Idaho campus.
Prevention is stressed at every level and
incorporated with community policing in all
of our calls and activities.

In the coming year, as we face additional
challenges, we will meet the service needs
of our citizens and visitors and we will work
hard to maintain our high ethical and moral
standards as we continue our tradition of
professionalism and service in the true
spirit of community policing.

Sincerely,


Daniel L. Weaver
Chief of Police



CORE VALUES OF THE MOSCOW POLICE DEPT.

QUALITY

The quality of a police department is
reflected in its people, its leadership, its
reputation, and its vision. We are dedicated
to selecting, developing and retaining a
diverse staff of professionals who embrace
excellence as their driving force and who
continually strive to surpass their previous
accomplishments.

PRIDE

Police work is a noble undertaking. We believe
we make a difference in our community and
take great pride in our accomplishments.
Our members exhibit creativity, confidence
and courage in meeting the daily challenges
of our chosen profession.

COMPASSION

The people we serve are individuals who
possess the full range of human strengths,

weaknesses and needs. Each member of the
Moscow Police Department places a high
value on being in the people business. We
realize that every contact is unique and that
we do not always see citizens in the most
favorable circumstances. We will express
concern and empathy for those who need
our services.

INTEGRITY

We recognize that we are employed
in positions of trust, responsibility and
expectation in our community. We hold
ourselves to an elevated standard of conduct
and only accept the highest levels of honesty
and ethical behavior on the part of all our
members. Our citizens deserve nothing less.

SERVICE

The primary function of the Moscow Police
Department is to serve the public. We

are committed to delivering responsive,
innovative and courteous service in an
impartial manner. We encourage community
input and participation in our delivery of
police services.

MISSION STATEMENT

"Our mission is to provide public safety
services that are designed to fairly, ef-
ficiently, and effectively prevent crime
and safeguard lives and property. We
will provide professional police services
by inviting public participation resulting
in a community atmosphere where citi-
zens are free of unnecessary regulation
and are treated with dignity and respect.
Our personnel will maintain high ethical
standards, training, and professional
development. Our goal is to provide a
community that is safe, secure and a
pleasant place to live and visit."

OPERATIONS DIVISION

The Operations Division is responsible for responding to all calls for service, patrol functions, the Field Training Officer Program, roll call training, Crime Prevention, Bicycle Patrol, Traffic / Motor Unit, and our Self-Sponsor Level I Reserve Program. At the end of 2008, this division was staffed with one lieutenant, three sergeants, four corporals and thirteen officers. Patrol officers work three ten-hour shifts to provide twenty-four hour community policing to area residents. Officers worked a total of 3,904 shifts throughout the year, resulting in 39,040 work-hours between the following rotations:

Day Shift:	7 A.M. to 5 P.M.
Evening Shift:	5 P.M. to 3 A.M.
Graveyard Shift:	9 P.M. to 7 A.M.

The Operations Division incorporated a variety of specialized approaches to patrol the City of Moscow. Officers used motorized vehicle patrol utilizing ten marked vehicles and two Motor Units that drove a total of 109,647 road miles. Our traffic officers rode 3,261 miles on the motor units. Bike trained officers pedaled a distance of 2,738 bike miles. Walking beat and bike patrol conducted 7,547 business checks and made 29,682 citizen contacts.

ACCIDENT SUMMARY

The department received 839 reports of traffic collisions during the calendar year. Three hundred and thirty of these reports met the guidelines for state collision reports. Of the eight hundred and thirty nine reported accidents, forty one injuries occurred, one death, and an estimated property damage total of \$495,000.00.



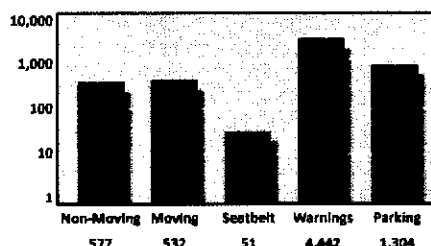
LT. PAUL KWIATKOWSKI
OPERATIONS DIVISION
COMMANDER

ARREST SUMMARY

Officers arrested 42 suspects on felony charges. Three hundred and sixty individuals were incarcerated on misdemeanor charges, 135 of these were for driving under the influence. Sixty six juveniles were formally charged and/or referred to Youth Services. In addition to initial arrests, 69 persons were apprehended for arrest warrants issued throughout the United States.

TRAFFIC SUMMARY

Officers wrote 1260 traffic summons in 2008. The following graph breaks down how they were issued:



TRAFFIC / MOTOR UNIT

The mission of the traffic unit is to address traffic issues using education, engineering, and enforcement. Cpl. Gleason identified areas in Moscow with traffic issues and worked with the City of Moscow Street and Engineering Departments. He also worked in conjunction with the Idaho Transportation Department traffic enforcement programs. In 2008 Cpl. Gleason was responsible for 764 traffic stops issuing a total of 190 traffic citations. Warnings given indicated education discretion in 76% of all his stops. In addition to his traffic responsibilities he handled over 300 calls for service. For the year 2008 Cpl. Gleason received over \$19,000.00 in grant funding used to pay overtime and purchase additional equipment directly related to traffic enforcement from the Idaho Transportation Department.

Continued on next page...

STATISTICS

During 2008, the Moscow Police Department generated 12,561 case numbers. Officers issued 2,191 uniform citations for criminal and traffic offenses. The following table is prioritized based on the type of service requested and number of officers required.

Loud Noise Complaints:	913
Suspicious/Prowler Calls:	676
Accident Calls:	839
Business Alarms:	318
Disturbance/Fight Calls:	383
Animal Related Calls:	516
Traffic Hazards:	237
Theft/Shoplifter Calls:	551
Parking Complaints:	466
Ambulance/Medical Calls:	452
Transport Requests:	19
Vehicle Impounds/Releases:	42
Malicious Injury/Vandalism:	296
Abandon Vehicles:	312
Miscellaneous Calls:	216
Civil Calls:	387
Fire Alarms/Calls:	236
Welfare Checks:	349
Trespassing Calls:	191
Agency Assists:	212
Burglary Calls:	222
Domestics/CPOR Violations:	181
911 Hang-up Calls:	280
Found Property:	401
Threatening/Harassing Calls:	234
VIN Checks:	358
Traffic Offenses:	806
Drug Related Calls:	160
ID Checks:	39
Fraud/Forgery Calls:	106
Alcohol Offenses:	186
Runaway/Missing Children:	67
Firearm Offenses:	59
Stolen/Recovered Vehicles:	33
Intoxicated Persons:	55
Sex Offense Calls:	26

OPERATIONS DIVISION CONT'D

FIELD TRAINING OFFICER PROGRAM

Our Field Training Program is constructed to blend training acquired at the Peace Officers Standards and Training Academy with the commitments and obligations of an officer assigned to patrol duty. The police recruit is assigned to sixteen weeks of extensive training and evaluation by Field Training Officers. The recruits are critiqued daily on their performance in thirty-one divergent fields.

During 2008, four recruits participated in the Field Training Officer Program. Shawn Cothren, David Hathaway, Shane Keen, Michael Wight and Justin Deane were hired at an entry level position. Shawn Cothren, David Hathaway and Shane Keen have successfully completed the FTO program and are currently assigned to the Operations Division. Michael Wight resigned to pursue other interests and Justin Deane is expected to complete his training in May 2009.

BIKE OFFICER PROGRAM

At the end of 2008 the Department had six dedicated officers trained for bike patrol. Officers Dani Vargas and Phil Gray joined the bike team after completing their training.

Bike officers gave safety talks to community member organizations upon request. Bike teams are used for both patrol and special events.

CRIME PREVENTION/SCHOOL RESOURCE OFFICER

Officer Rick Whitmore was our Crime Prevention Officer for 2008. Officer Whitmore assisted with setting up the 8th Annual Citizen Police Academy and provided Crime Prevention talks to various businesses and groups in our community. He has continued to provide public service announcements and press releases to keep our community informed on specific topics.

The Moscow Police Department implemented a School Resource Officer (SRO) program for 2008 replacing the D.A.R.E. program. Officer Rick Whitmore's duties as Crime Prevention Officer were merged with being the new School Resource Officer. Officer Whitmore attended School Resource Officer training in Kalispell, Montana which was funded by grant monies provided by the Latah County Youth Advisory Council. As the new SRO, Officer Whitmore works with students from Lena Whitmore, West Park, Russell, and McDonald Elementary as well as both the Moscow Junior and High Schools.

2008 FIELD TRAINING OFFICERS

Sergeant Danny Bruce
Sergeant John Lawrence
Sergeant Tyson Berrett
Corporal Will Krasselt
Corporal Carl Wommack
Corporal Art Lindquist
Corporal Dustin Blaker
Officer Casey Green
Officer Marie Miller
Officer Joe Knickerbocker
Officer Phil Gray

SERVICES DIVISION

OFFICE OF THE ASSISTANT CHIEF

The Assistant Chief supports the Chief of Police in planning, directing, and organizing the operations of the police department. Along with having administrative oversight of the two divisions, the Assistant Chief has direct supervision over the Records Management Unit, Parking Enforcement, Investigations Unit, Administrative Sergeant, Animal Control, and coordination with the Whitcom Regional Communications Center for E-911 and radio dispatching. Functional areas the Assistant Chief is accountable for include departmental budgetary



DAVID DUKE
ASSISTANT CHIEF

oversight, policy review and revision, and media relations.

At the beginning of 2008, the Investigations unit was moved from the Campus Division to the Office of Assistant Chief. This reorganization was interconnected to the transfer of Lt. Lehmitz from Operations to the Campus Division Commander position and Lt. Kwiatkowski from Campus to the Operations Division Commander position.

The department entered into a Memorandum of Understanding with the Naval Criminal Investigative Services (NCIS) to retrieve LinX data and began using this service in February of 2008. This is an information sharing internet program where investigative files are accessible to our of-

ficers from the Federal Bureau of Investigation along with criminal justice agencies in the State of Washington, and northern Oregon.

The department continues to remain active in local collaborative community activities. Operational partners for 2008 include the Child Abuse Task Force, Latah County Local Emergency Planning Committee, Latah County Violence Response Task Force, Latah Youth Advisory Council, Regional Critical Incident Task Force and the Quad-Cities Drug Task Force.

In December of 2002 the department was acknowledged by the Idaho Chiefs of Police Association to have met all 94 profes-

Continued on next page...

SERVICES DIVISION CONT'D

Continued from previous page...

sional accreditation standards required by their association. After a five year period a review was conducted by the ICOPA to determine if best practices and operational standards have been maintained since being accredited. Changes within the organization required the department policy and procedure manual to be revised 250 times since our first appraisal which necessitated a more intricate evaluation by the assessors. The department was acknowledged for having superior policies and practices during the review in October and has been reaccredited by the ICOPA for the next five years.

At the end of 2008, this office was staffed with an assistant chief, two sergeants, two detective corporals, one detective officer, one records supervisor, two records technicians, two parking enforcement specialists, one animal control officer, and three volunteer front lobby receptionists.

ADMINISTRATIVE SERGEANT

Sergeant Bruce Fager continued in his second year as our Administrative Sergeant. He oversees Parking Enforcement and Animal Control. Other administrative duties include being responsible for scheduling and processing training requests, developing training curriculum, performing pre-employment background checks, conducting internal administrative investigations, managing the 6.34 acre firearms training facility and is the department's range master.

Five leadership schools were attended by fourteen members that encompassed subject matter across a spectrum from first line supervision to executive development. Seven officers attended instructor development schools and are now certified to train our department personnel in five officer safety areas. Sergeant James

Fry attended Composite Drawing training through funding provided by the Idaho Bureau of Homeland Security. He is only one of two experts in the region who can provide a composite sketch of a person of interest to the public. This will expedite our investigations since we will no longer have to wait for an expert to become available to meet with the victim. Seventeen officers participated in three regional training exercises directed toward crowd control tactics, responding to active gunman incidents, and street survival.

RECORDS MANAGEMENT

The Records Supervisor managed 12,561 case records during 2008, a three percent increase from 2007. During 2008 the department recorded 264 new bike licenses and issued 187 dog licenses. Following up on false business alarms the records section was able to recover \$3,835.00 for expenses in responding to malfunction or employee error alarms. Another \$28,530.02 was collected for reimbursement to the City for vehicle impounds and tow charges related to arrests, abandon vehicles, or parking tows.

The records technicians are responsible for public service assistance through the front lobby. Tim Smalldridge and Mariah Atkinson continue to provide exceptional customer service in this function since the department transferred dispatching duties to Whitcom in June of 2004. The front lobby service hours were from 8 am to 5 pm Monday through Friday. Services offered by our records technicians are phone inquires and transfers, freedom of information requests, receiving and recording parking citations and fines, processing false alarms, tracking abandon and towed vehicles, balancing the cash register receipts, criminal history checks, Idaho Law Enforcement Telecommunication System (ILETS) entries and purges, and posting the

daily press log. They also perform numerous other record keeping duties as well as manage a myriad of requests by department members and the public.

The records technicians receive assistance at the front lobby from our volunteer reception personnel. During 2008 we had three volunteers who participated in the program. Dave Halverson, Bill Brocklesby, and Dylan Starry devoted 391 volunteer hours to serve their community and our department.

Sis Clift supervises all the data entry into our Spillman records system and forwards all our information to the Idaho State Police who generate our criminal statistics.

PROPERTY AND EVIDENCE MANAGEMENT

Jackie Lovell has been our Property Manager for the last fifteen years and demonstrates excellence in all her activities. For 2008, Jackie booked 2,497 pieces of property into our Property Room. She released 617 pieces of property to responsible parties while destroying 1,277 items of contraband. One hundred twenty-one pieces of evidence were sent to Idaho state crime labs for forensic examination. Jackie prepared two items for judicial proceedings and copied 150 video/audio cassettes for court officials.

The department organized two internet based auctions during the year. The spring on-line auction occurred from May 6th through May 13th with 237 items being auctioned generating \$6,984.90 in revenue after expenses. The fall auction occurred from the 1st through the 8th of October, generating \$4,582.55 in revenue from 125 items. The on-line process continues to demonstrate a more efficient use of resources to dispose of surplus property while bringing in a higher amount of

Continued on next page...

SERVICES DIVISION CONT'D

Continued from previous page...

revenue to be deposited into the General Fund.

Jackie continues to cross train with the Records Supervisor to supplement her responsibilities. During 2008 Jackie has trained Record Technician Mariah Atkinson in evidence management and processing. Jackie and Mariah track all uniform allowance requests and prepare worksheets on uniform funds distributed for the department. Their conscientious efforts are essential for criminal evidence management.

PARKING ENFORCEMENT

For fiscal year 2008, revenues for parking fines and vehicle boots totaled \$155,351.63. Another \$19,105.50 was collected for parking permits and \$200.73 was collected from 15 parking meters. We continued to use the "Credit Bureau" in Lewiston as our collection agency for overdue parking citations. During the year they were successful in collecting \$8,585.00 on parking citations past due by more than six months.

The two automated parking ticketeers continue to be very efficient by digitally downloading citations into the AIMS computer software saving time on data entry. The ticketeers have been a benefit to the record technicians and save on paper cost and reducing entry errors.

Diane Erickson completed her fourth full year with the department and Kirsten Meyer has 39 months of tenure. Their experience and decisive custom service made 2008 a year with few citizen complaints while remaining both effective and efficient as the City considers alternatives to the limited downtown parking at the City Council level.

ANIMAL CONTROL

Kristin Graham continued in her fifth year as our animal control officer. Kristin Graham's main responsibility focuses on animal cases, with emphasis on code violations pertaining to dogs. During 2008 she responded or assisted in 572 animal related calls. Of those, 42 were related to vicious dog incidents. In addition to animal incidents, Kristin responded to 44 weed complaints, 199 abandon bicycle retrievals, and she investigated 124 snow complaints because of sidewalk obstructions. A separate responsibility that Kristin performs exceptionally as our animal control officer is to deploy our radar trailer throughout the City. She was able to deploy the trailer 100 days during the year. This essential tool is a key part of our traffic and community policing efforts to reduce accidents, bring awareness to speed limits, and make our streets safe.

The department continues to work in a partnership though a personal services agreement with the Humane Society of the Palouse. The City of Moscow supports the Animal Shelter with fiscal funds to keep the shelter functional. For fiscal year 07-08 the City of Moscow distributed \$41,360.00 to support personnel costs for the Humane Society, \$6,344.34 was required for shelter utilities, sanitation expenses were \$2,677.49, and \$523.67 was spent for building maintenance.

For the year the Animal Shelter took in 373 cats and 469 dogs. The shelter was able to return 28 cats and 273 dogs to their owners. In addition, 252 cats and 172 dogs were adopted. At the end of December the shelter had 71 cats and 21 dogs remaining in the kennel for adoption.

WHITCOM COMMUNICATION CENTER

The City continued its fifth year of contracting all dispatching and E-911 respon-

sibilities to the Whitcom Communications Center in Pullman, Washington. In August of 2006 the City signed a dispatching agreement extending our contract with Whitcom that is valid until December 31, 2009. A Non-Appropriation Clause was added which allows the City to be released from the agreement upon a 30 day notice as long as the City does not contract with any other entity which provides a similar service. The City expended \$417,700.00 for fiscal year 07-08 to Whitcom for police and fire dispatching services. Another \$7,500.00 was paid to support Whitcom for access to the Idaho State Police for ILETS functions.

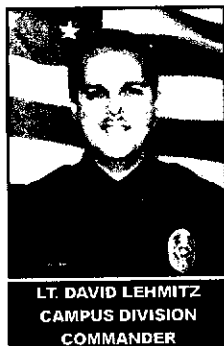
The partnership with Whitcom has provided the community of Moscow and the University of Idaho with advanced support in many technical fields. Whitcom employs a mapping system which provides dispatchers with overhead pictures of the address in question. They also use a geographical information system (GIS) on Moscow in conjunction with the local cellular telephone companies for locating cell phone calls. All cellular vendors are Phase II compliant which gives a dispatcher the ability to pinpoint a 911 cell phone call within a 300 foot perimeter of the location of the cell phone. During 2008, one Mobile Data Terminal for wireless data connection was placed into operation by funds made available through Whitcom. The department is seeking additional funding to install Mobile Data Terminals in all patrol cars.

A City staff representative meets once a month with the Whitcom Executive Board to keep a voice in dispatching matters and makes recommendations for improvements. City Supervisor Gary Riedner is the City of Moscow ex-official board member and works closely with other executive board members.



CAMPUS DIVISION

The Campus Division of the Moscow Police Department provides police services to the campus community and serves as the liaison between the University of Idaho and the Moscow Police Department. The goal of the Campus Division of the Moscow Police Department is to develop an active community policing partnership with the students, staff, faculty, and administration of the University of Idaho. This partnership maintains the University of Idaho campus as a safe and fun place to study, work, live and recreate.



LT. DAVID LEHMITZ
CAMPUS DIVISION
COMMANDER

The Campus Division is comprised of two Campus Community Policing Officers, Officer Joe Knickerbocker and Officer Casey Green. The Campus Division also uses the services of a Crime Prevention and School Resource Officer, Officer Rick Whitmore and a Technical Reserve Crime Prevention Specialist, Tom Partington. Officers assigned to the Campus Division are selected from volunteers within the Moscow Police Department. In 2008, the Campus Division of the Moscow Police Department was commanded by Lt. Dave Lehmitz.

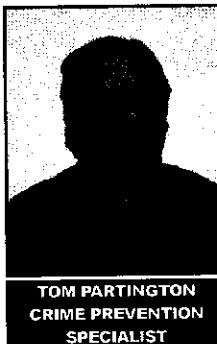
The Campus Division recorded a number of successes in 2008. The Moscow Police Department and the University of Idaho worked to build a stronger response to sexual assaults, including building a stronger relationship with University Student Affairs, Greek Life, Violence Prevention Programs, and the beginning of an internship through the Justice Studies Program. Other successes were the policing of special events, including Vandal football, Vandal basketball, and the world famous Lionel Hampton Festival and many other

University of Idaho functions.

However, the principal duty of the Campus Division is the maintenance of a safe campus environment. Crime statistics gathered in 2008 reveal the University of Idaho remained an exceedingly safe campus. The low crime rate at the University of Idaho is the direct result of the continued interaction between the students, the faculty, staff, and administration of the University of Idaho and the Moscow Police Department. Campus Division personnel will continue to work closely with the students to preserve the University of Idaho as one of the safest residential campuses in the country.

TECHNICAL RESERVE

The Campus Division's Crime Prevention Specialist, Tom Partington, is trained in Crime Prevention through Environmental Design. This past year Tom made recommendations for installations of panic alarms and counter alterations in several City of Moscow offices. As a result he has contributed significantly to the safety and security of the students, staff, visitors and facilities of the Moscow community. Tom continued his employment with the Moscow High School as a security officer and assisted Officer Rick Whitmore with the Special Olympics Torch Run that concluded at the Moscow High School campus. Tom's expertise in safety and security can be called upon anytime by contacting the Campus Division of the Moscow Police Department.



TOM PARTINGTON
CRIME PREVENTION
SPECIALIST

INVESTIGATIONS UNIT

Sergeant Fry is currently in his second year

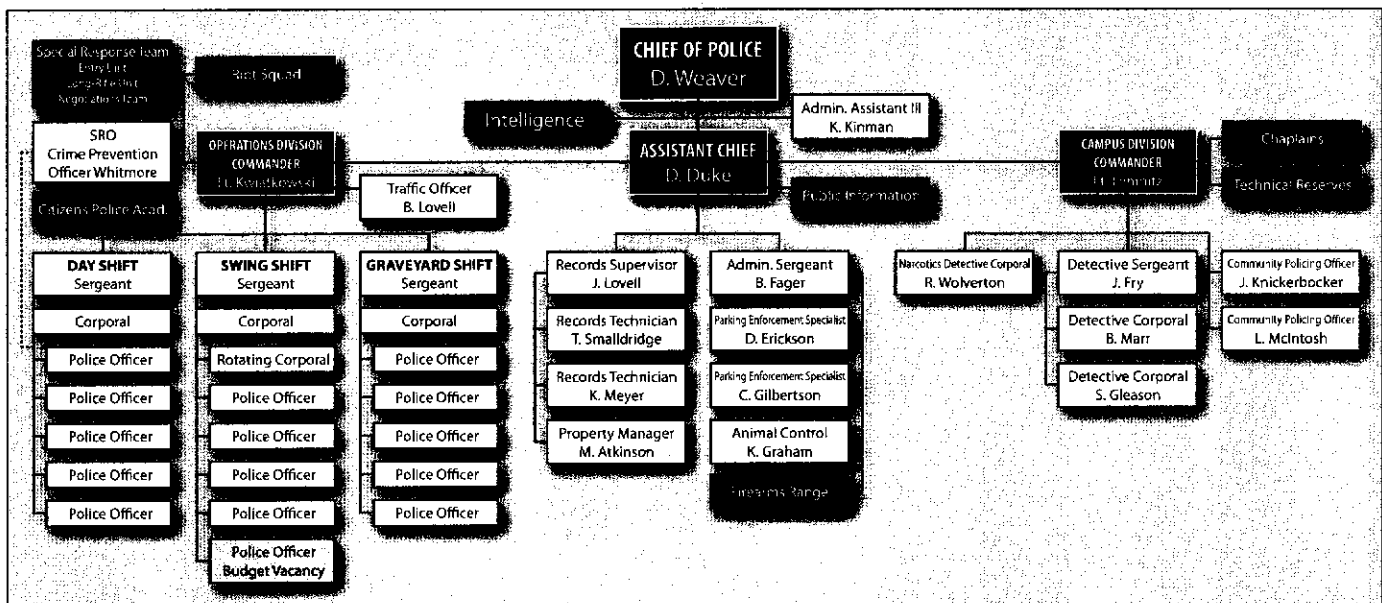
as the Detective Sergeant. His unit consisted of Corporal Bob Marr, Officer Scott Bidondo and Narcotics Corporal Rodney Wolverton. Together they investigated 210 cases during the year.

A new forensic computer along with associated software was acquired during 2008 which has enhanced our ability to retrieve evidence in technology crimes. Corporal Marr has acquired expertise in data recovery in various devices which include cellular phones, personal data devices, flash drives, and hard drives. He has also expanded his abilities in video recovery and identification. Corporal Marr's reputation as a forensic examiner is well known and his services are requested throughout the region.

The Idaho Attorney General's Office acquired grant funding to begin a state Internet Crimes Against Children Task Force during 2007 to focus on internet child pornography and enticement cases. Grant funding was made available to this department in 2008 and has been used to train Detective Scott Bidondo to become qualified for investigating child pornography and enticement crimes. Grant funding also provided computer and software equipment for conducting internet investigations. As a member of the Idaho ICAC Task Force the department has access to regional and federal resources to provide proactive peer-to-peer investigations and prosecutions. The task force provides resources for educational programs that are accessible to our community to detect and prevent crimes against children associated with internet activities. Chief Weaver is a sitting member of the Idaho ICAC Executive Board and has made numerous contributions on training programs and budget appropriations.



ORGANIZATIONAL STRUCTURE



STATISTICS

CRIMES REPORTED	2007		2008	
	OFFENSES	CLEARED	OFFENSES	CLEARED
Murder	1	1	0	0
Negligent Manslaughter	0	0	0	0
Forcible Rape	2	0	4	0
Robbery	2	0	4	1
Aggravated Assault	12	12	12	10
Burglary	48	11	61	20
Larceny	455	87	511	82
Motor Vehicle Theft	10	2	13	1
Arson	0	0	0	0
Simple Assault	94	74	110	93
Intimidation	0	0	3	3
Bribery	0	0	0	0
Counterfeiting/Forgery	10	3	4	2
Vandalism	235	30	245	33
Drug/Narcotics Violation	58	50	59	56
Drug Equipment Violation	37	35	52	51
Embezzlement	3	1	0	0
Extortion/Blackmail	0	0	0	0
Fraud	29	2	32	5
Gambling	0	0	0	0
Kidnapping	1	0	0	0
Pornography	0	0	0	0
Prostitution	0	0	0	0
Forcible Sodomy	0	0	0	0
Sexual Assault w/Object	0	0	0	0
Forcible Fondling	0	0	0	0
Incest	0	0	0	0
Statutory Rape	0	0	1	0
Stolen Property	0	0	1	0
Weapon Law Violation	2	1	7	7
TOTALS	999	309	1119	364

GROUP A ARRESTS	2007		2008	
	ADULT	JUVENILE	ADULT	JUVENILE
Murder	1	0	0	0
Negligent Manslaughter	0	0	0	0
Forcible Rape	0	0	0	2
Robbery	0	0	0	0
Aggravated Assault	5	3	8	0
Burglary	11	1	17	1
Larceny	74	20	74	25
Motor Vehicle Theft	1	0	2	0
Arson	0	0	0	0
Simple Assault	59	3	72	5
Intimidation	0	0	3	0
Bribery	0	0	0	0
Counterfeiting/Forgery	4	0	3	0
Vandalism	16	4	26	2
Drug/Narcotics Violation	55	7	61	6
Drug Equipment Violation	8	2	19	1
Embezzlement	1	0	0	0
Extortion/Blackmail	0	0	0	0
Fraud	1	0	2	0
Gambling	0	0	0	0
Kidnapping	0	0	0	0
Pornography	0	0	0	0
Prostitution	0	0	0	0
Forcible Sodomy	0	0	0	0
Sexual Assault w/Object	0	0	0	0
Forcible Fondling	0	0	0	0
Incest	0	0	0	0
Statutory Rape	0	0	0	0
Stolen Property	0	0	0	0
Weapon Law Violation	2	1	5	0
GROUP A TOTALS	238	41	292	42

GROUP B ARRESTS	2007		2008	
	ADULT	JUVENILE	ADULT	JUVENILE
Bad Checks	0	0	0	0
Curfew/Vagrancy	1	0	0	0
Disorderly Conduct	37	0	43	1
DUI	118	4	135	5
Drunkenness	0	0	0	0
Family Offense-Non Violent	2	0	0	0
Liquor Law Violation	152	12	243	16
Peeping Tom	0	0	2	0
Runaways	0	0	0	0
Trespass	8	0	13	0
All Other Offenses	54	10	75	2
GROUP B ARRESTS	372	26	511	24
TOTAL ALL ARRESTS	610	67	803	66

University of Idaho Crime Statistics available at:
www.ci.moscow.id.us/police/campus
 or
www.webs.uidaho.edu/riskmanagement



Select 2008 Moscow Citizen Survey Results

City Services

Positive ratings were given to public safety, ranging from 65 to 82 on a 100-point scale, as compared to 64 to 84 in 2006, 74 to 83 in 2004 and 74 to 82 in 2002. Police services received 78 on a 100-point scale, 4 points higher than the score of 74 it received in the three prior surveys. Fire services scored a 83 a consistent score when compared to 84 in 2006, 83 in 2004 and 82 in 2002. It is important to note that fire services also experienced a non-response rate of 24%, significantly higher than the 20% rate that creates a small enough sample that the data becomes unreliable.

Survey participants were asked to rate a number of services provided by City government. Overall satisfaction with city services in 2008, 2006 and 2004 was 70 on a 100-point scale, and 71 observed in 2002. Overall satisfaction, by percentages, is shown in Figure 9 below.

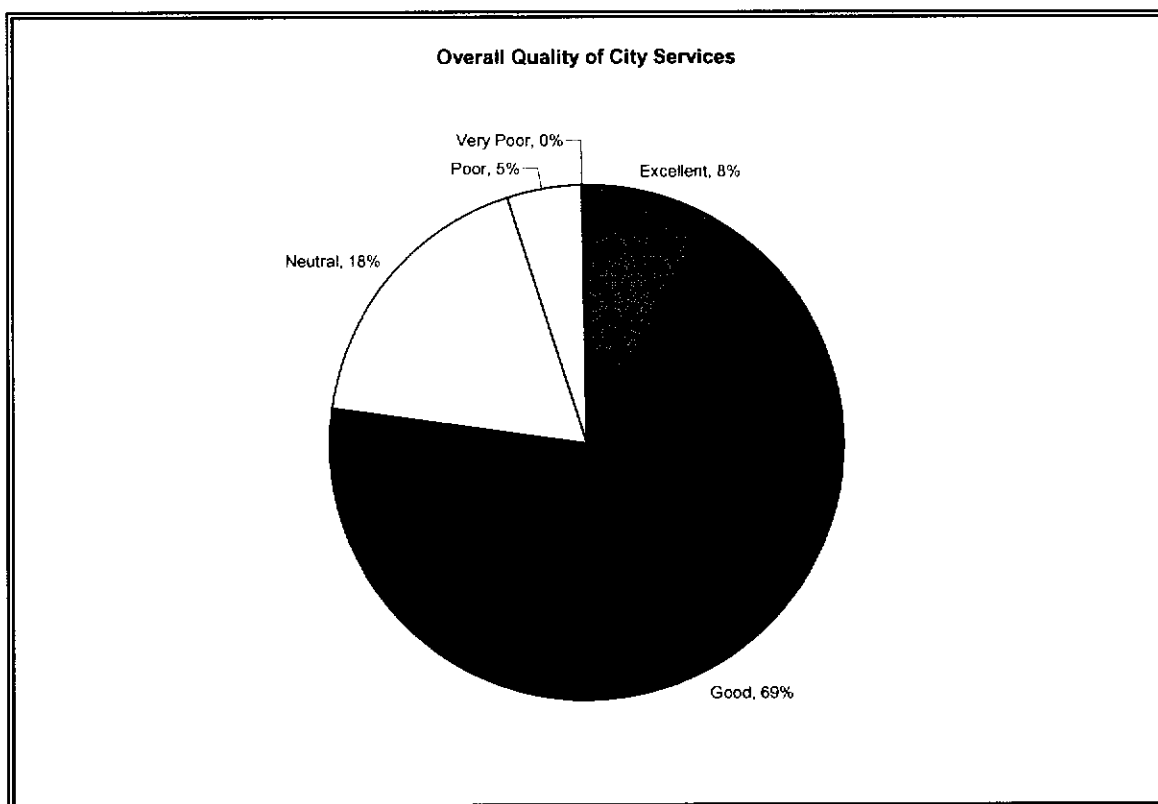


Figure 9 - Overall Quality of Service

Of City services rated, most were within 1-3 points of the previous year's scores. Exceptions included police services which was 4 points higher at 78 in 2008 up from 74 in 2006 and amount of public parking and ease of car travel which were up 4 and 5 points respectively at scores of 53 and 64 respectively. Also important to note are the services of cleanliness of streets and snow removal which were down 5 and 8 points respectively in 2008 when compared to 2006 with scores 62 and 50. This decrease may be attributed to the survey tool being sent out during the heaviest snowfall event of late 2008.

Public Safety Services

Within the category of public safety services, police services scored 78 on the 100-point scale, which equates to a rating somewhere between “good” and “excellent” as in previous years. Enforcement of traffic laws received a slightly lower score, but was consistent with a rating of 65 on a 100-point scale, which is slightly higher than the national average of 58. Emergency medical services and fire services were consistent as well at 82 and 83 respectively. Public safety ratings are shown in Figure 10.

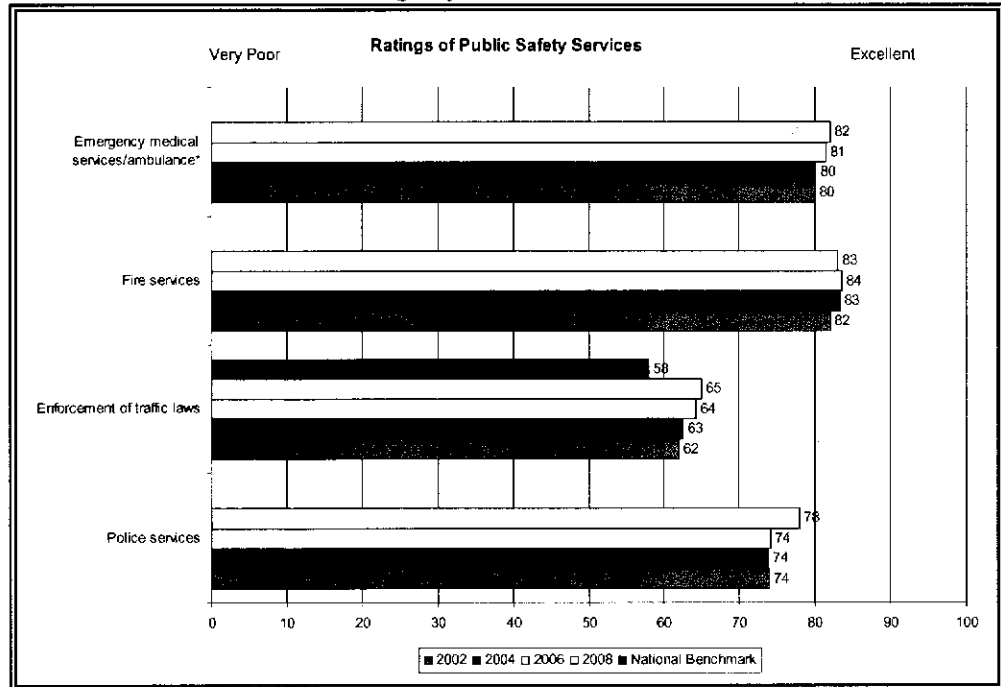


Figure 10 - Ratings of Public Safety Services

Table 9: City Services				
City Services	Rating on 100-Point Scale			
	2002	2004	2006	2008
Police services	74	74	74	78
Fire services	82	83	84	83
Emergency medical services/ambulance	80	80	81	82
Garbage collection (solid waste)	79	79	80	79
Recycling	82	81	83	80
Water services	71	65	67	68
Sewer services	75	73	74	75
Library services	79	78	78	79
Recreation facilities	71	72	72	74
Recreation programs and classes	71	70	70	71
Park maintenance	78	77	78	76
City parks	76	77	78	77
Street maintenance	58	57	58	55
Cleanliness of streets	66	67	67	62
Snow removal	56	55	58	50
Street lighting	57	56	57	56
Amount of public parking	47	48	49	53
Ease of car travel in the City	57	58	59	64
Enforcement of traffic laws	62	63	64	65
Planning and zoning	49	47	45	48
Sidewalk maintenance	53	54	52	49
Handicap Accessibility in public places	—	64	65	66

9. How do you rate the quality of each of the following Moscow City services:

	Excellent	Good	Neutral	Poor	Very Poor	Don't Know
a. Police services	28%	51%	10%	3%	1%	8%
b. Fire services	35%	42%	7%	0%	0%	15%
c. Emergency medical services/ambulance	29%	39%	8%	1%	0%	23%
d. Garbage collection (solid waste)	33%	52%	7%	5%	0%	3%
e. Recycling	43%	40%	8%	5%	1%	3%
f. Water services	18%	47%	17%	9%	4%	5%
g. Sewer services	21%	53%	13%	3%	1%	9%
h. Library services	27%	46%	9%	1%	1%	17%
i. Recreation facilities	21%	45%	16%	3%	1%	14%

Table 12: Average Rating of City Services by Sector

	Sector						
	City Central North	City Central South	East	North Central	North West	South	University
Police Services	76	67	73	73	71	67	67
Fire Services	74	69	74	70	66	72	60
EMS Services/Ambulance	70	63	71	58	62	69	47
Garbage Collection (Solid Waste)	77	75	80	76	71	78	67
Recycling	74	75	79	82	71	78	73
Water Services	64	56	69	67	56	73	43
Sewer Services	73	62	74	68	57	75	51
Library Services	75	63	67	70	57	63	54
Recreation Facilities	71	61	59	69	62	63	59
Recreation Programs and Classes	61	54	59	55	45	51	37
Park Maintenance	75	73	73	74	71	67	59
City Parks	80	75	73	75	70	71	63
Street Maintenance	50	52	56	50	54	56	55
Cleanliness of Streets	59	59	65	57	62	60	60
Snow Removal	42	49	56	49	42	43	38
Street Lighting	55	56	61	52	55	47	49
Amount of Public Parking	53	55	52	55	49	50	44
Ease of Car Travel In the City	66	66	60	63	64	61	60
Enforcement of Traffic Laws	47	62	64	58	63	53	49
Planning and Zoning	33	39	41	42	43	38	36
Sidewalk Maintenance	39	42	55	46	45	49	52
Handicap Accessibility in public places	48	53	51	47	48	34	23
Average Rating on a 100-point scale (0=Very Poor, 100=Excellent)							

Safety

How safe our residents feel is perhaps the most influential factor in overall perception of quality of life. Citizens were asked to rate three different aspects of safety in general, including how safe they feel from violent crimes, property crimes and fire. They were then asked more specific questions about how safe they feel walking alone at night in the following situations: in their neighborhood, in downtown areas, in city parks outside their neighborhood and with present levels of street lighting.

Overwhelmingly, 93% of residents felt "fairly safe" or "very safe" from violent crimes in Moscow. This is compared to 91% in 2006, 93% in 2004 and 97% in 2002 for the same index. Although residents did not score safety from property crimes as high as violent crimes, 85% of respondents still felt "fairly safe" or "very safe" from such crimes. Residents also rated fire protection highly, over 91% felt "fairly safe" or "very safe" from fires. This is compared to 89% in 2006, 91% in 2004 and 88% in 2002. These scores are shown on the 100-point scale in Table 8.

Table 8: Public Safety				
How Safe Respondents Feel From:	2002	2004	2006	2008
Violent Crimes	88	84	82	83
Property Crimes	78	76	73	75
Fires	82	82	81	80

Table 1 - Public Safety

When asked specifically how safe residents feel in certain situations, as in previous surveys, although respondents felt quite safe walking alone at night in their neighborhood and in downtown areas, they felt much less safe when walking in city parks outside their neighborhood. Only 60% said they felt "fairly safe" or "very safe" in this situation, as compared to 57% in 2006, 66% in 2004 and 67% in 2002. Opinions of street lighting were

similar. This response appears to be based on perception rather than rate of crime, as the majority of residents already stated they feel safe from both violent and property crimes. It should be noted however, that levels of street lighting are closely correlated with how safe people feel walking at night. These scores are shown on the 100-point scale in Figure 7 to the right.

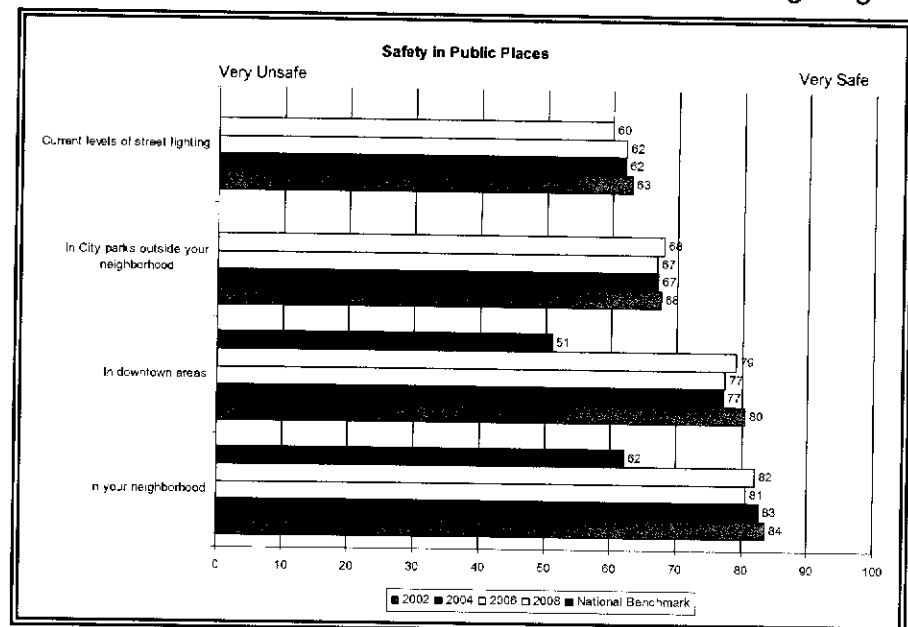
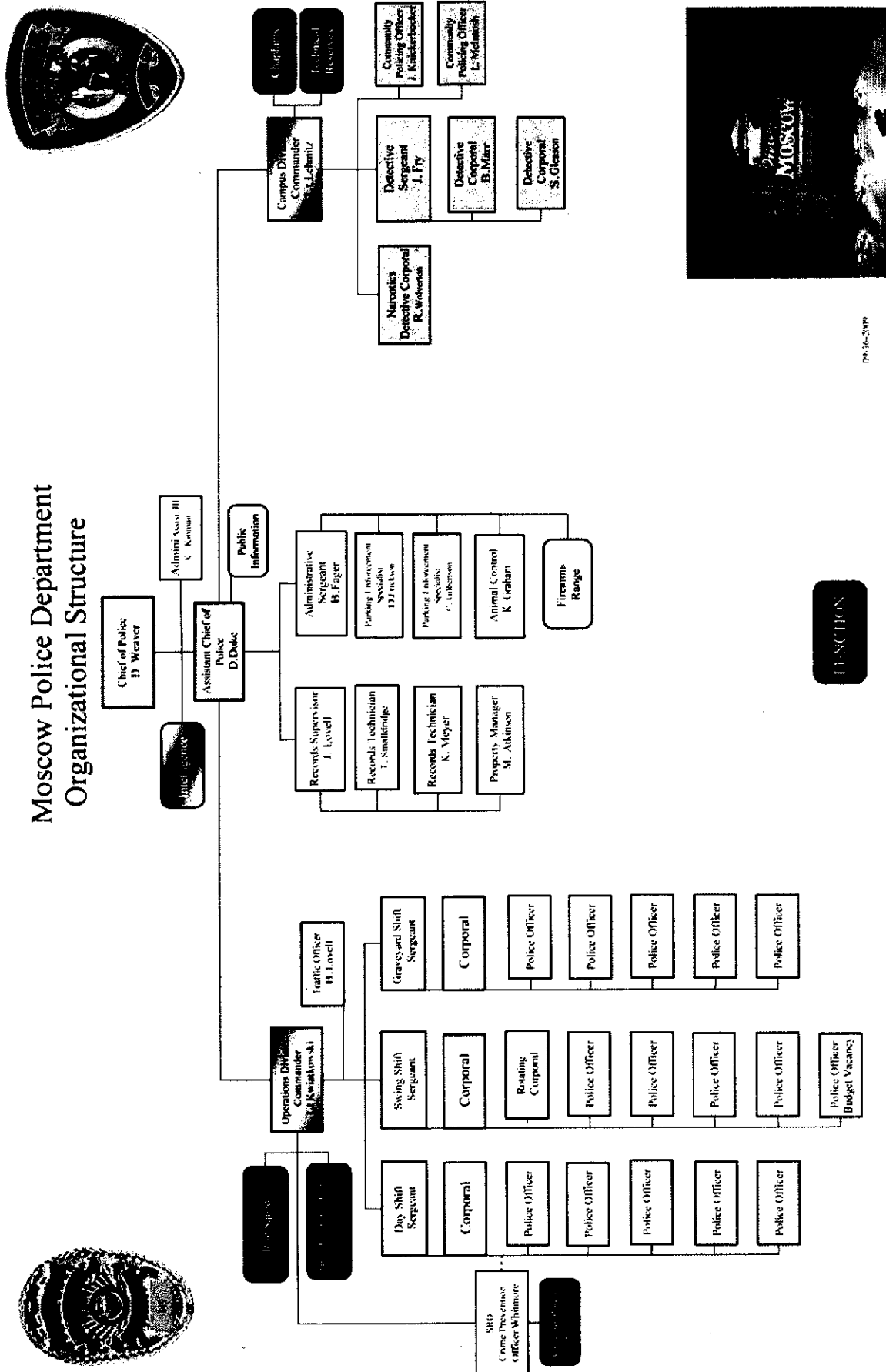


Figure 7 - Safety in Public Places

Table 17: Categorized Responses to Open-Ended Questions

Question 1			Question 2		
Comment Category What do you feel will be the single most important issue facing the City of Moscow over the next several years?	# of Respondents	% of Respondents Who Made Comments	Comment Category Please use the following space to make comments and suggestions you would like the City of Moscow to consider.	# of Respondents	% of Respondents Who Made Comments
Affordable Housing			Affordable Housing	2	1%
Childcare Services			Childcare Services	1	1%
City Compliments			City Compliments	5	3%
City Finances/State of Economy	15	6%	City Finances/State of Economy	5	3%
City General			City General	7	4%
City Services			City Services	5	3%
Downtown Improvements	5	2%	Downtown Improvements	3	2%
Growth - Attract	31	12%	Growth - Attract	23	13%
Growth - Deter	14	5%	Growth - Deter	4	2%
Growth - Jobs	12	5%			
Growth - State of Economy	7	3%			
Growth - Management	35	13%	Growth - Management	14	8%
Growth - Population	3	1%			
Growth - Residential	5	2%			
Growth - Miscellaneous	12	5%			
City Leadership	5	2%	City Leadership	4	2%
Multi-Modal			Multi-Modal	8	4%
Other			Other	3	2%
Handicap Parking	2	1%	Handicap Parking	2	1%
Parks			Parks	2	1%
Police Services	2	1%	Police Services	4	2%
Public Transportation	5	2%	Public Transportation	7	4%
Recreation Facilities	2	1%	Recreation Facilities	13	7%
Schools	4	2%	Schools	3	2%
Improve Sidewalks			Improve Sidewalks	3	2%
Infrastructure	4	2%			
Install Sidewalks			Install Sidewalks	7	4%
Improve Streets	7	3%	Improve Streets	4	2%
Improve Street Lighting			Improve Street Lighting	1	1%
Improve Street Lights	2	1%	Improve Street Lights	5	3%
Streets Misc.	2	1%	Streets Misc.	5	3%
Snow Removal	6	2%	Snow Removal	8	4%
Sustainability	4	2%	Sustainability	5	3%
Taxes	7	3%	Taxes	4	2%
Tolerance	4	2%	Tolerance	3	2%
UI Partnership			UI Partnership	5	3%
UI Finances	8	3%	UI Finances	1	1%
URA	2	1%			
Water Conservation	17	7%	Water Conservation	4	2%
Water Cost			Water Cost	4	2%
Water Quality	7	3%	Water Quality	3	2%
Water Sale			Water Sale	1	1%
Water - Misc.	31	12%			
Stormwater			Stormwater	1	1%
TOTAL:	260	100%	TOTAL:	179	100%

Moscow Police Department Organizational Structure



MPD List of Professional Associations**Exhibit 5**

The following is a list of professional associations the MPD participates to expand experience and to provide a measure of support in return include:

- International Association of Chiefs of Police is the world's oldest and largest nonprofit membership organization of police executives, with over 20,000 members in over 89 different countries. IACP's leadership consists of the operating chief executives of international, federal, state and local agencies of all sizes.
- International Association of Campus Law Enforcement Administrators (IACLEA) advances public safety for educational institutions by providing educational resources, advocacy and professional development services. IACLEA is the leading voice for the campus public safety community.
- International Narcotics Enforcement Officers Association (INEOA) is a non-profit membership organization representing the global drug enforcement community. INEOA's principal purpose is to promote and foster mutual cooperation, discussion and interest in the worldwide problems of narcotic trafficking and drug abuse.
- International Conference of Police Chaplains is an international professional membership organization made up of chaplains/liaison officers of different faith groups and law enforcement agencies. These volunteer chaplains provide around-the-clock support.
- Federal Bureau of Investigation National Academy Associates (FBINAA) is a non-profit international organization of senior law enforcement professionals dedicated to providing our communities and profession with the highest degree of law enforcement expertise, training, education and information.
- Rural Law Enforcement Technology Center Advisory Council is a program supported by the United States Department of Justice, providing direction to meet the technology needs and issues affecting the rural and small law enforcement community.
- High Technology Crime Investigations Association (HTCIA) is designed to encourage, promote, aid and affect the voluntary interchange of data, information, experience, ideas and knowledge about methods, processes and techniques relating to investigations and security in advanced technologies among its membership.
- A Child Is Missing Incorporated (ACIM) assists law enforcement in the search and early safe recovery efforts of children, elderly, disabled persons and college students via a rapid-response neighborhood alert program utilizing high-tech telephony systems.
- National Tactical Officers Association (NTOA) enhances the performance and professional status of law enforcement personnel by providing proven training resources and forums for the development of tactics and information exchange. NTOA's goal is to improve public safety and domestic security through training, education and tactical excellence.

- National Emergency Number Association (NENA) is an organization which fosters the technological advancement, availability and implementation of a universal emergency telephone number system (911) by promoting research, planning, training and education.
- National Association of School Resource Officers (NASRO) is a not-for-profit organization for school-based law enforcement officers, school administrators and school security/safety professionals working as partners to protect students, school faculty and staff and the schools they attend.
- National Animal Control Association (NACA) promotes professionalism in the animal protection, care and humane law enforcement field by providing quality services, education, training and support.
- Rocky Mountain Information Network (RMIN) is one of the six regional centers that make up the national Regional Information Sharing Systems (RISS). Each Center links agencies from neighboring states into a regional network which interacts with other networks.
- Law Enforcement Information Exchange (LInX) is a project designed by the Naval Criminal Investigative Service to enhance information sharing between local, state, and federal law enforcement in areas of strategic importance to the Department of the Navy. LInX provides participating law enforcement agencies with secure access to regional crime and incident data and the tools needed to process it, enabling investigators to search across jurisdictional boundaries to help solve crimes and resolve suspicious events.
- Law Enforcement Bicycle Association (LEBA) provides training and networking in support of police cycling. LEBA continues to offer the most established bike patrol training curriculum available, while constantly updating community policing bike techniques to keep pace with the changing needs of the community and law enforcement.
- Washington State Tactical Officers Association (WSTOA) is a non-profit organization which promotes training, professionalism and communication between members of tactical units. WSTOA works to foster the highest professional standards and levels of competence by providing high quality instruction to its members promoting proper tactics, equipment and safety.
- Idaho Chiefs of Police Association (ICPA) combines ideas from every member department in order to provide quality law enforcement for citizens and communities. ICPA strives to promote an equal and representative voice for all communities in policies related to laws and law enforcement.
- Idaho Peace Officers Standards and Training Council (POST) It is the mission of the Peace Officer Standards and Training Academy to provide the citizens of Idaho with ethical, physically and psychologically competent, well educated, professionally trained, career oriented, motivated peace officers who are sensitive to the needs of the public. The leadership of Idaho Peace Officers Association, Federal Bureau of Investigation, Association of Idaho Cities and Idaho State University continue to recognize that working together to provide proper standards and training for Idaho Peace Officers is the first vital step in

meeting the challenges which face law enforcement. Because of this cooperation, Idaho peace officers are considered some of the best in the nation.

- Idaho Internet Crimes Against Children Task Force (ICAC) is a statewide coalition of local, state and federal law enforcement and prosecution agencies, focused on the apprehension and prosecution of individuals who use the Internet to criminally exploit children.
- Idaho Peace Officers Association (IPOA) is an association of law enforcement professionals promoting cooperation and professionalism by sponsoring educational programs and supporting vocational pride in members.
- Idaho Crime Prevention Association (ICPA) is a nonprofit organization consisting of police officers, crime prevention specialists, private security and others who are actively engaged in crime prevention. The purpose of ICPA shall be to advance the quality and quantity of crime prevention at the city, county, and state levels and in public, private, and voluntary activities.
- Code Enforcement Professionals of Idaho (CEPI) provides support and training for those who are employed in any type of municipal code enforcement, from parking specialists and animal control officers to weed control agents and building inspectors. CEPI also provides networking opportunities for its members to offer support to each other.
- Quad-Cities Drug Task Force is an enhanced multi-jurisdictional task force formed to combat the trafficking of controlled substances in the quad city area of Moscow, Pullman, Lewiston and Clarkston. The member agencies work together and share information in order to provide comprehensive drug enforcement efforts in the region.
- Region II Critical Incident Task Force was established by the Idaho State Police and is responsible for the investigation of critical incidents for District Two (consisting of Latah, Nez Perce, Clearwater, Lewis and Idaho Counties). The goal of the task force protocol is to help assure that critical incident cases are thoroughly and fairly investigated.
- Whitcom Executive Board provides executive oversight and rules for WHITCOM Regional Public Safety Communications Agency. A City staff representative meets once a month with the Whitcom Executive Board to keep a voice in dispatching matters and makes recommendations for improvements. City Supervisor Gary Riedner is the City ex-officio board member and works closely with other executive board members.
- Latah County Human Rights Task Force (LCHRTF) encourages sensitivity and tolerance of diverse community constituent groups, based upon respect for everyone's civil, human, and social rights through programs of education, advocacy and referral assistance.
- Moscow Human Rights Commission encourages programs and services within the City designed to eliminate discrimination, improve human relations and effectuate the spirit and intent of applicable human rights legislation.
- Latah County Child Abuse Task Force is a multidisciplinary team consisting of agencies representing Idaho Region II, providing a forum for discussion and resolution of interagency

issues, concerns and problems in the day to day management of child protection issues. The task force oversees a protocol for the investigation and prosecution of child abuse cases.

- Latah County Violence Response Task Force is a multidisciplinary team that has implemented protocols in the response to domestic violence and sexual assaults, providing enhanced protection and services to victims and family members in domestic and sexual assault cases.
- Latah County Local Emergency Planning Committee (LEPC) is responsible for receiving and processing Tier Two reports from county-wide facilities; receiving and processing requests from the public regarding information on hazardous materials manufactured, used, stored or transported throughout the county; and establishing and making known the proper procedures for notification during impending or actual situations involving hazardous materials. The LEPC is also responsible for the development and implementation of Annex N (Hazardous Materials Incident Response Plan) and maintenance of the Latah County Emergency Operations Plan. LEPC also provides assistance for exercising the local and county plans, assisting in the identification of hazards and resources throughout the county and providing assistance to local governments and industry in planning for response to hazardous materials incidents.
- Latah County Youth Advocacy Council (LCYAC) assesses, educates and provides youth with positive development opportunities. LCYAC represents youth through thirty individuals from diverse cross sections of Latah County, meeting quarterly to address needs and programs.
- Volunteers in Police Service (VIPS) provides support and resources for agencies interested in developing or enhancing a volunteer program and for citizens who wish to volunteer their time and skills with a community policing law enforcement agency. The program's ultimate goal is to enhance the capacity of state and local law enforcement to utilize volunteers.
- Latah County Drug/Mental Health Court addresses the growing problem of drug related cases and is intended to reduce the revolving door of drug dependent defendants entering Idaho courts. The goals of the Latah County Drug/Mental Health Court are to reduce the overcrowding of jails, to reduce alcohol and drug abuse and dependency among criminal and juvenile offenders, to hold offenders accountable, to reduce recidivism, and to promote effective interaction and use of resources among the courts, justice system personnel and community agencies.
- Project ACCESS/Mental Health strives to create and educate an inclusive network of area professionals through face-to-face community organizing and development of a web-based system of communication. Rural network partners include area clergy, emergency responders, mental health professionals, social workers and primary and long-term care providers. Working with the rural townships in the Palouse region, ACCESS has begun to build community-based bridges between people and professional agencies that will provide seniors with needed services, expand limited resources, and encourage creative initiatives in the region.

MPD CERTIFICATIONS AND EDUCATION

1/8/2010

NAME	Education	Certifications
Applehans, Jesse	B.A./B.S. Degree - Criminal Justice and Spanish	POST - Intermediate Certificate Other: Tazer Instructor, CPR/AED, Intox 5000, Firearms, O.C., Police Bike
Berrett, Tyson	B.S. Degree - Criminal Justice	POST - Advanced Certificate Other: Firearms Instructor (Pistol, Patrol Rifle, MP-5 & G-36), CPR/AED, Intox 5000, Tazer, O.C., Police Bike, SWAT, Less Lethal Impact Weapons, NFDD, Chemical Agents, and Notary.
Bidondo, Scott	B.S. Degree - Criminal Justice	POST - Advanced Certificate Other: Simmunition Instructor, CPR/AED, Intox 5000, Firearms, O.C., Less Lethal Impact Weapons, NFDD, Chemical Agents, Colt AR-15 Armorer.
Blaker, Dustin	B.S. Degree- Exercise Science with an Athletic Training minor	POST - Advanced Certificate Other: Defense Technology Less Lethal, NFDD, and Chemical Agent Instructor, Intoximeter 5000 Instructor, Simmunitions Instructor, CPR/AED, Tazer, Firearms, Police Bike
Bruce, Richard	B.S. Degree - Criminal Justice	POST - Advanced Certificate Other: EVOC Instructor (expired), Sniper Instructor, CPR/AED, Intox 5000, Tazer, O.C., Police Bike, Firearms Notary
Cothren, Shawn	H.S. Diploma	POST - Basic Certificate Other: CPR/AED, Intox 5000, O.C., Tazer, Firearms
Deane, Justin	B.S. Degree - Criminal Justice	POST - Basic Certificate. Other certifications include CPR/AED, Tazer, O.C., Intox 5000, and Firearms
Duke, David	M.A. Degree - Criminal Justice Management and Administration, B.A. Degree - Criminal Justice, A.A. Degree - Human Services	POST - Advanced and Management Certificates Other: CPR/AED, O.C., Firearms
Fager, Bruce	B.A. Degree- Architecture	POST - Advanced Certificate Other: Building Search Instructor (inactive), DUI/SFST Instructor (inactive), Traffic Stops Instructor (inactive), Less Lethal Impact Weapons, NFDD, Chemical Agents, O.C. Tazer, CPR/AED, Intox 5000, Firearms Instructor (Patrol Rifle), Sniper Instructor, Police Bike and Notary.
Foreman, Daniel	B.S. Degree - Business	POST -Basic Certificate Other: Intox 5000, O.C., Tazer, CPR/AED, Firearms
Fry, James	B.S. Degree - Criminal Justice with a minor in Sociology.	POST - Advanced Certificate Other: Firearms Instructor, CPR/AED, Intox 5000, Tazer, O.C., Police Bike, Less Lethal Impact Weapons, NFDD, Chemical Agents, Police Bike and Notary.
Gleason, Scot	A.A. Degree- Criminology	POST - Master Certificate Other: Internet Crimes Against Children, Firearms, O.C., Tazer, Intox 5000, Police Motor, CPR/AED, Police Bike and Notary.

Gray, Philip	B.S. Degree - Criminal Justice with a minor in Sociology.	POST - Advanced Certificate Other: Drug Recognition Expert, Intox 5000, CPR/AED, Tazer, O.C., Firearms, Police Bike.
Green, Casey	B.S. Degree - Criminal Justice and Sociology.	POST - Advanced Certificate Other: Drug Recognition Expert, Intox 5000, CPR/AED and First Aid Instructor, Tazer, O.C., Firearms, Police Bike, FTO, Riot Control Tactics.
Hathaway, David	B.A. Degree - Theatre Arts	POST - Basic Certificate Other: CPR/AED, Tazer, O.C., Intox 5000, Firearms
Keen, Shane	B.S. Degree - Criminal Justice	POST - Basic Certificate Other: CPR/AED, Tazer, O.C., Intox 5000, Firearms
Knickerbocker, Joe	H.S. Diploma and 4 1/2 yrs college - no degree yet	POST - Advanced Certificate Other: CPR/AED, O.C., Tazer, Intox 5000, Firearms, Police Bike
Krasselt, William	H.S. - Diploma and 2+ yrs college - no diploma yet	POST - Advanced Certificate Other: Police Sniper, CPR/AED, O.C., Tazer, Intox 5000, Firearms Instructor, and Notary.
Kwiatkowski, Paul	B.S. Degree - Computer Science with a Math Minor	POST - Management Certificate Other: CPR/AED, O.C., Firearms (Patrol Rifle) Instructor, Police Bike, and Notary.
Lawrence, John	B.S. Degree - Criminal Justice	POST - Supervisor Certificate Other: CPR/AED, O.C., Tazer, Intox 5000, Firearms, Less Lethal Impact Weapons, NFDD, Chemical Agents, Arrest Techniques Instructor, and Notary.
Lehmitz, David	H.S. - Diploma and 2 yrs. College	POST - Management Certificate Other: CPR/AED, O.C., Firearms, and Notary.
Lindquist, Arthur	B.S. Degree - Criminal Justice and Sociology.	POST - Advanced Certificate Other: CPR/AED and First Aid Instructor, O.C., Intox 5000, Tazer, Firearms, Police Bike, Child Safety Seat Instructor, Police Bike and Notary.
Lovell, Bruce	B.S. Degree - Sociology with a minor in American Indian Studies	POST - Basic Certificate Other: Ground Fighting Instructor, Police Motor, AED/CPR, Tazer, O.C., Firearms.
Marr, Robert	B.S. Degree - Resource Mangement	POST - Advanced Certificate Other: AED/CPR, O.C., Firearms, Police Bike, and Notary.
McIntosh, Lindsay	B.S. Degree - Criminal Justice	Certified Police Officer in Georgia. Will be applying for Idaho Basic soon. Other: CPR/AED, Intox 5000, Tazer, O.C., Firearms
Miller, Marie	B.S. Degree - Forestry Resources	POST - Advanced Certificate Other: CPR/AED, O.C., Tazer, Firearms, Intox 5000
Shields, William	A.A. Degree - Criminology	POST - Basic Certificate Other: CPR/AED, O.C., Tazer, Firearms, Intox 5000
Swanson, Nick	H.S. Diploma	POST - Basic Certificate Other: CPR/AED, O.C., Tazer, Firearms, Intox 5000, Less Lethal Impact Munitions, NFDD, Chemical Agents
Vargas, Danette	B.A. Degree - Recreation and Liesure Studies	POST - Basic Certificate Other: CPR/AED, O.C. Tazer, Firearms, Intox 5000, Police Bike.

Waters, Jay	H.S. Diploma	POST - Intermediate Certificate Other: <i>Tazer Instructor, CPR/AED, O.C., Tazer, Intox 5000, Firearms</i>
Weaver, Daniel	M.E. Degree - Education Administration and a B.S. Degree in Criminal Justice	POST - Executive Certificate Other: <i>Accreditation through the Idaho Chiefs Association, Firearms.</i>
Whitmore, Gary	H.S. Diploma	POST - Intermediate Certificate Other: <i>CPR/AED, O.C. Tazer, Intox 5000, Firearms, Police Motor. Formerly certified in Washington State as a police officer.</i>
Wolverton, Rodney	A.A. Degree - Criminology	POST - Advanced Certificate Other: <i>Drug Recognition Expert, DUI/SFST Instructor, CPR/AED, Intox 5000, Tazer, O.C., Firearms and Police Bike</i>
Wommack, Carl	B.A. Degree - Social Science	POST - Master Certificate Other: <i>Firearms, O.C., Tazer, Intox 5000, CPR/AED, Police Bike and Notary.</i>
Jackie Lovell	H.S. Diploma and Clerical Specialist Diploma (vocational)	POST - Level III Dispatch Certification Other: <i>Notary and Spillman Admin Specialist</i>
Mariah Atkinson	H.S. Diploma and Office System Specialist Diploma (vocational)	POST - Level I Dispatch Certification Other: <i>Notary, Child Safety Seat Technition</i>
Timothy Smalldridge	H.S. Diploma	POST - Level I Dispatch Certification Other: <i>Notary</i>
Kirstin Meyer	H.S. Diploma	<i>Notary, Child Safety Seat Technition</i>
Diane Erickson	H.S. Diploma	None
Kristin Graham	B.S. - Elementary Ed	<i>CPR/AED, Pet First Aid, Large Animal Rescue</i>
Kathy Kinman	H.S. Diploma	<i>Notary, CPR/AED</i>

AGREEMENT FOR E911 SERVICES AND COMPLETE DISPATCH SERVICES

This Agreement for E911 Services and Complete Dispatch Services (hereinafter referred to as "Agreement"), is made and entered into by and between the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter referred to as "CITY"), and the WHITCOM agency, an agency established through the cooperation of Washington State political entities consisting of County of Whitman, City of Pullman, Washington, and Washington State University, acting through Enhanced 911 Inter-Local Agreement pursuant to the Inter-Local Cooperation Act, Chapter 39.34 Revised Code of Washington, P O Box 647300, Pullman, Washington, 99164-7300 (hereinafter referred to as "WHITCOM").

WITNESSETH:

WHEREAS, in 2004 CITY and WHITCOM entered into an agreement for E-911 services and complete dispatch services; and

WHEREAS, the 2004 Agreement provided for the term of the Agreement to be from the 1st day of June, 2004 to May 31, 2007; and

WHEREAS, the 2004 Agreement was subsequently replaced by a new agreement to provide services from June 7, 2007 to December 31, 2009; and

WHEREAS, CITY has determined that the best and most efficient use of its current resources is to continue to contract with WHITCOM for WHITCOM's provision of E911 services and complete dispatch services; and

WHEREAS, WHITCOM has agreed to provide such services to CITY as are stated herein; and

WHEREAS, WHITCOM has agreed to provide a certain minimum level of service for an amount certain throughout the term of this Agreement; and

WHEREAS, CITY and WHITCOM believe that it is in their mutual best interest to establish a working relationship for the term of this Agreement in anticipation of and prior to formalizing any interlocal cooperation act (Chapter 39.34 Revised Code of Washington) or joint powers agreement (Idaho Code §§ 67-2326 through 67-2333) regarding E911 services and complete dispatch services; and

WHEREAS, it is desired of City Council to enter into this Agreement with WHITCOM; and

WHEREAS, it is the desire of WHITCOM entities to enter into this Agreement;

NOW THEREFORE, parties agree as follows:

SECTION I. Intent

This Agreement memorializes the parties' intent (a) that CITY will continue to utilize WHITCOM's E911 services and complete dispatching services through December 31, 2015 and (b) to continue to explore the possibility of an agreement between CITY and WHITCOM wherein CITY would become a WHITCOM

entity pursuant to an Interlocal Cooperation Act pursuant to Chapter 39.34 Revised Code of Washington and/or a joint powers agreement pursuant to Idaho Code §§ 67-2326 through 67-2333.

It is specifically the intention of both parties not to create an interlocal cooperation agreement or a joint powers agreement with this current Agreement at this time.

SECTION II. Description of Services to be Provided.

WHITCOM agrees to provide E911 services and complete public safety dispatching services through the term of this Agreement as such term is further detailed in paragraph VI hereinbelow. Dispatching services provided by WHITCOM shall include the following:

- The answering of business telephone lines for fire, police and emergency medical services requests;
- Emergency and routine radio communications with police, fire and EMS emergency providers;
- Communications between providers and other resources relating to their function;
- Safety alarm services (including "silent night" services)
- After-hour emergency public works requests.

For the purpose of performing the above-mentioned services, WHITCOM shall furnish and supply all necessary personnel, supervision, administration, equipment and supplies to maintain the level of E911 services and complete dispatch services equal to services provided to other WHITCOM parties.

SECTION III. Responsibility.

WHITCOM shall have full responsibility for the provision of E911 services and complete dispatch services as described hereinabove. In addition, the WHITCOM Executive Board shall be responsible for rendering dispatch services, setting standards of performance and disciplining employees, as well as any other matters incident to the control of personnel and performance of services under this Agreement. CITY shall be allowed to address the WHITCOM Executive Board to voice concerns, shall be an ex-officio member of such WHITCOM Executive Board and shall have the ability to review and to give input to the WHITCOM Executive Board regarding policies, procedures and operations protocols to be utilized in delivering services to CITY under this Agreement.

SECTION IV. Consideration.

It is agreed that for each year of the contract, the amount shall be increased by three percent (3%) over the previous year, provided that should the rate of inflation be either substantially higher or less than three percent (3%) for any subsequent year, either party may request the other party to enter into negotiations for a new rate of adjustment.

For the period of January 1, 2010, through December 31, 2010, CITY shall pay to WHITCOM the total amount of thirty-six thousand, nine hundred fifty-one and eighty-two one/hundredths dollars (\$36,951.82) per month on or before the last day of each month described hereinabove are rendered to CITY by WHITCOM.

For the period of January 1, 2011, through December 31, 2011, CITY shall pay to WHITCOM the total amount of thirty-eight thousand, sixty and thirty-seven one/hundredths dollars (\$38,060.37) per month on or before the last day of each month during which services described hereinabove are rendered to CITY by WHITCOM.

For the period of January 1, 2012, through December 31, 2012, CITY shall pay to WHITCOM the total amount of thirty-nine thousand, two hundred two and eighteen one/hundredths dollars (\$39,202.18) per month on or before the last day of each month during which services described hereinabove are rendered to CITY by WHITCOM.

For the period of January 1, 2013, through December 31, 2013, CITY shall pay to WHITCOM the total amount of forty thousand, three hundred seventy-eight and twenty-five one/hundredths dollars (\$40,378.25) per month on or before the last day of each month during which services described hereinabove are rendered to CITY by WHITCOM.

For the period of January 1, 2014, through December 31, 2014, CITY shall pay to WHITCOM the total amount of forty-one thousand, five hundred eighty-nine and sixty one/hundredths dollars (\$41,589.60) per month on or before the last day of each month during which services described hereinabove are rendered to CITY by WHITCOM.

For the period of January 1, 2015, through December 31, 2015, CITY shall pay to WHITCOM the total amount of forty-two thousand, eight hundred thirty-seven and twenty-eight one/hundredths dollars (\$42,837.28) per month on or before the last day of each month during which services described hereinabove are rendered to CITY by WHITCOM.

If this Agreement is terminated prior to the expiration of the term of this Agreement pursuant to paragraph VI, payment shall be pro-rated by written agreement between the parties.

SECTION V. Equipment.

CITY and WHITCOM agree that WHITCOM shall operate on CITY's radio frequencies in order to enhance level of services to CITY and in order to provide an increased level of safety for employees of both parties. WHITCOM agrees to pay for recurring telephone line and database charges. WHITCOM agrees to furnish such items without costs additional to those set out in Section IV hereinabove.

CITY agrees to furnish and to pay for installation of equipment necessary to communicate with its police facilities, fire stations, Public Works departments, and citizens requesting assistance; and any costs incurred as a result of expanding WHITCOM's telephone system to accommodate increased Latah and Whitman Counties call volume. This includes the Spillman State Link and Spillman connectivity consistent with the purposes of this Agreement.

SECTION VI. Term of Agreement.

The term of this Agreement is from January 1, 2010, to December 31, 2015. Any renewal of this Agreement will be subject to negotiation between the parties as to the scope of public safety services and equipment to be provided and the consideration to be paid therefor. In negotiating, the parties shall consider the actual percentages of workload attributed to each party.

SECTION VII. Limitation of Liability.

CITY hereby covenants and agrees to hold and save WHITCOM (including its political entities) and all of its officers, agents, and employees harmless from all claims whatsoever that may arise against WHITCOM (including its political entities), its officers, agents, or employees and, in the case of WSU, its Regents, as a result of the performance of duties performed by CITY under the terms of this Agreement. By so doing, CITY, its officers, agents, and employees shall not be deemed to have assumed any liability for the independent acts of WHITCOM or of any officer, agent, or employee thereof, and WHITCOM hereby covenants and agrees to hold and save CITY, all of its officers, agents, and employees harmless from all claims whatsoever that may arise against CITY, its officers, agents, or employees, by reason of any independent act of WHITCOM, its officers, agents, and employees. For this purpose, employees of WHITCOM shall not be considered agents or employees of CITY. CITY shall be an additional named insured on WHITCOM's insurance policy.

SECTION X. Information.

CITY shall provide WHITCOM with an updated map of City with addresses, a twenty four (24) hour emergency telephone number list for on-call CITY personnel, a list of fire hydrant locations, known residential and business emergency contact numbers, current building and development site information, and a copy of CITY ordinances, emergency information on all CITY employees (for contact purposes) including volunteer fire personnel, and any other pertinent information deemed necessary to effectively perform dispatching duties. Whenever CITY is made aware of additional information or a change in current information or of a change in current information, CITY shall reduce this information to writing and deliver it by hand delivery, inter-agency mail, regular mail, or any other reasonable means of delivery to WHITCOM within a reasonable amount of time.

SECTION IX. Records.

Records generated and/or related to services provided by WHITCOM to CITY under this Agreement shall comply with relevant requirements of the Revised Washington Code and the Idaho Code, respectively. WHITCOM and CITY shall retain such records in accordance with applicable law and shall produce such records pursuant to requests for records in accordance with applicable law. WHITCOM and CITY shall make records (except for those protected by privilege or otherwise under applicable law) available to the other upon reasonable notice during business hours.

CITY shall have unlimited, around-the-clock (twenty four (24) hours) access to its ILETS System records at all times during the term of this Agreement.

SECTION X. No Waiver of E911 Service Area Jurisdiction.

It is specifically the intention of CITY and WHITCOM that CITY retains all rights, privileges, authority, jurisdiction and entitlement to CITY's established E911 service area, as defined in Idaho Code. In addition, nothing in this Agreement shall be construed by either party or by others to in any way alter CITY's 1990 decision in Ordinance No. 90-16 to provide E911 services and dispatch services to citizens of Moscow, Idaho pursuant to Idaho Code Title 31, Chapter 48.

SECTION XI. Use of Idaho Law Enforcement Telecommunications System (ILETS) .

CITY shall be responsible for maintaining the ILETS System for use by WHITCOM in providing services contemplated by this Agreement including, but not limited to, any payments, licenses, permissions, protocol and the like.

SECTION XII. Expenditures of Funds Under this Agreement.

WHITCOM agrees to utilize any and all payments made to WHITCOM pursuant to this Agreement only in a manner consistent with Idaho Code Title 31, Chapter 48.

SECTION XIII. Non-Appropriation Clause.

In recognizing that each party to this Agreement can only receive budget approval for one (1) fiscal year at a time, non-appropriation will be a legitimate reason for release from this Agreement provided:

- A. Thirty (30) days' written notice is given to the other party; and
- B. No other funds are appropriated for the same fiscal period that would provide essentially the same or similar service as outlined in this Agreement.

SECTION XIV. Venue Stipulation.

This Agreement shall be construed as having been made and delivered within the State of Washington, and it shall be mutually understood and agreed by each party hereto that this Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained only in a court of competent jurisdiction in Whitman County, Washington.

As a further condition of this Agreement, the parties acknowledge that this Agreement shall be deemed and construed to have been prepared mutually by each party. The parties expressly agree that any uncertainty or ambiguity existing therein shall not be construed against either party.

SECTION XV. Termination of Agreement.

This Agreement may be terminated without cause by either party upon one (1) year's prior written notice.

SECTION XVI. Amendments.

The terms of this Agreement may be amended by mutual agreement of the parties. The party seeking an amendment shall submit a written request for amendment to the other party. The request shall clearly describe the proposed change and why the change is necessary. The responding party shall schedule a review of the request within thirty (30) days from receipt of the request and shall respond within forty five (45) days from receipt of the request. The responding party may approve, deny, or suggest modifications to the amendment. Any amendment shall be in writing, shall refer specifically to this Agreement, and shall be executed by both parties.

SECTION XVII. Notice.

Any notice under this Agreement shall be in writing and shall be effective when actually delivered or when deposited in the mail addressed to the parties as follows:

CITY

Stephanie Kalasz, City Clerk
City of Moscow
P O Box 9203
Moscow, ID 83843

WHITCOM

Patti VonBargen, WHITCOM Manager
WHITCOM Communications Center
P O Box 647300
Pullman, WA 99164-7300

Shall either named individual leave the positions set forth above, notice shall be provided to their successor.


IN WITNESS WHEREOF, the parties have set their hands and affixed their seals as of the date and year hereinbelow written.

WHITCOM

This 17th day of June, 2009




Greg Partch, Chair



Rich Heath, Vice-Chair

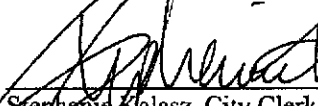
CITY OF MOSCOW, IDAHO

This 1st day of June, 2009

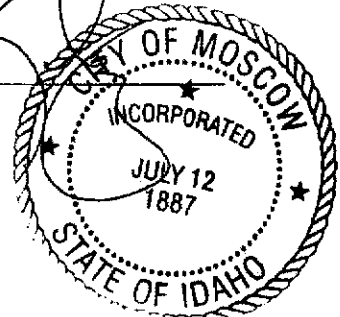


Nancy Chaney, Mayor

ATTEST:



Stephanie Kalasz, City Clerk



**MEMORANDUM OF UNDERSTANDING
FOR CITY/UNIVERSITY PARKING PROGRAM
BETWEEN UNIVERSITY OF IDAHO AND
CITY OF MOSCOW, IDAHO**

THIS MEMORANDUM OF UNDERSTANDING FOR CITY/UNIVERSITY PARKING PROGRAM (hereinafter "MOU") is made by and between City Of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY"), and The Regents Of The University Of Idaho, a public corporation, state educational institution and body politic and corporate organized and existing under the Constitution and laws of the State of Idaho, P O Box 443168, Moscow, Idaho, 83844-3168, (hereinafter "UNIVERSITY").

WHEREAS, CITY and UNIVERSITY are interested in continuing the CITY/UNIVERSITY Parking Program to allow UNIVERSITY to provide parking enforcement services for CITY on certain CITY streets and public rights-of-way as identified on the attached map; and

WHEREAS, Moscow City Council has taken action allowing UNIVERSITY to enforce parking regulations of certain CITY streets and public rights-of-way;

THEREFORE, in consideration of the mutual promises below, CITY and UNIVERSITY agree as follows:

1.0 UNIVERSITY'S OBLIGATIONS

1.1 Scope of UNIVERSITY's Authority

UNIVERSITY shall administer permits and enforcement of UNIVERSITY parking program on CITY streets and public rights-of-way within the area in and around UNIVERSITY and as identified on the map incorporated as Attachment "A". Upon mutual written agreement, CITY and UNIVERSITY may amend Attachment "A".

1.2 UNIVERSITY's Parking Regulations

UNIVERSITY's parking regulations, incorporated as Attachment "B", detail UNIVERSITY's process and rules for enforcement, collection, and issuance of parking permits in the areas covered by this MOU. Permits issued by UNIVERSITY for CITY streets and public rights-of-way will be Purple, Blue and Red and such permit holders shall be subject to all UNIVERSITY parking regulations applicable to other UNIVERSITY permit holders, except as discussed hereinbelow. Upon mutual written agreement, CITY and UNIVERSITY may amend Attachment "B".

1.2.1. Exemptions to the Purchase of Permits

The following vehicle and property owners or occupants are not required to purchase UNIVERSITY permits in order to park in the Purple parking areas:

1.2.1.1 All properly marked Federal, State, and CITY vehicles on official business.

1.3 Dedicated CITY Streets

UNIVERSITY acknowledges that this MOU is not intended to be construed in any way to void, limit or restrict CITY's jurisdiction, control, or authority over dedicated CITY streets or public rights-of-way.

1.4 Collections and Use of Revenue

UNIVERSITY agrees to pay CITY twenty thousand dollars (\$20,000) per year for use of CITY streets for UNIVERSITY parking. UNIVERSITY shall collect revenues associated with regulation and enforcement of the CITY/UNIVERSITY Parking Program, as described in this MOU, on dedicated CITY streets and public rights-of-way. UNIVERSITY agrees that revenues generated from parking enforcement encompassed by this MOU shall be specifically accounted for and used exclusively on public transportation or maintenance and improvement of CITY streets and public rights-of-way as directed by CITY.

1.5 Parking and Traffic Control Signs

UNIVERSITY shall install and maintain traffic and parking control devices on designated CITY streets and public rights-of-way described in accordance with the Manual on Uniform Traffic Control Devices and applicable State and local laws. CITY Director of Public Works shall approve regulatory traffic and parking devices on CITY streets and public rights-of-way before being posted by UNIVERSITY. UNIVERSITY shall correct any inadequate or improper signage or markings at the direction of CITY Director of Public Works.

1.6 LIABILITY COVERAGE PROVISIONS

1.6.1. Each party to this MOU shall be responsible for the negligent acts or omissions of its own employees, officers, or agents in the performance of this MOU. Neither party shall be considered the agent of the other and neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this MOU.

1.6.2 Subject to the limits of liability specified in Idaho Code Sections 6-901 through 6-929, known as the Idaho Tort Claims Act, UNIVERSITY shall indemnify and hold CITY and its 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 and that arise as a direct result of and which are caused by UNIVERSITY's performance under this MOU.

1.6.3 Indemnitee shall promptly notify the University of Idaho, Attn: Risk Management Officer, P O Box 443162, Moscow, Idaho, 83844-3162, of any such claim of which it has knowledge and shall cooperate fully with UNIVERSITY or its representatives in the defense of the same.

1.6.4 UNIVERSITY's liability coverage is provided through a self-funded liability program administered by the State of Idaho Office of Insurance Management. Limits of liability, and this indemnification, are five hundred thousand dollars (\$500,000) Combined Single Limits, which amount is UNIVERSITY's limit of liability under the Idaho Tort Claims Act.

1.6.5 UNIVERSITY shall indemnify, defend and hold CITY and the State of Idaho harmless from and against any and all claims, losses, damages, injuries, liabilities and all costs, including attorneys fees, court costs and expenses and liabilities incurred in or from any such claim, arising from any breach or default in the performance of any obligation on UNIVERSITY's part to be performed under the terms of this MOU, or arising from any act, negligence or the failure to act of UNIVERSITY, or any of its agents, subcontractors, employees, invitees or guests. UNIVERSITY, upon notice from CITY, shall defend CITY at UNIVERSITY's expense by counsel reasonably satisfactory to CITY. UNIVERSITY, as a material part of the consideration of CITY, hereby waives all claims in respect thereof against CITY.

1.7 Reporting Obligations

1.7.1 UNIVERSITY shall provide a report to CITY of any such claim of which it has knowledge, and shall cooperate fully with CITY or its representatives in the defense of the same.

1.7.2 UNIVERSITY shall provide an annual report to CITY summarizing the following: number of parking permits sold for CITY streets and public rights-of-way; revenue from permits sold for CITY streets and public rights-of-way; revenue generated from collection of citations for CITY streets and public rights-of-way; total citations issued on CITY streets and public rights-of-way by University, total citations dismissed or voided, total collected/paid citations and total of citation revenue collected (*this amount is estimated based on assumed amount collected for that year.

2.0 CITY'S OBLIGATIONS

Grant of Authority

UNIVERSITY employees are hereby granted the authority to issue permits and citations and to enforce UNIVERSITY parking regulations on all CITY streets and public rights-of-way shown on Attachment "A" in the same manner as it does for all other parking areas regulated by UNIVERSITY.

3.0 GENERAL TERMS

3.1 Additional Acts

Except as otherwise provided herein, the parties to this MOU shall perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all such further acts and assurances as any party to this MOU may reasonably require to execute the promises in this MOU.

3.2 Notices

Any notice under this MOU shall be in writing and be delivered in person or by public or private courier services (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

UNIVERSITY: Vice President for Finance and Administration
University of Idaho
P O Box 443168
Moscow, ID 83844-3168
Phone: (208) 885-6174
FAX: (208) 885-5504

Copy to Liaison: AVP Auxiliary Services
Wallace Complex
P O Box 442014
Moscow, ID 83844-2014
Phone: (208) 885-5500
FAX: (208) 885-5904

CITY: Director of Public Works
CITY of Moscow
P O Box 9203
Moscow, ID 83843-1703
Phone: (208) 883-7028
FAX: (208) 883-7033

3.3 Term

The term of this MOU shall commence on the date it is executed by both parties and extend for 5 years. This Agreement shall renew annually unless notification of termination is provided subject to paragraph 3.4, Termination.

3.4 Termination

Either party may terminate this MOU by providing written notice one (1) year in advance of the proposed termination. Such notice shall occur by June 1st in the year prior to the termination date.

3.5 Modification

This MOU may be modified or amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

3.6 Headings

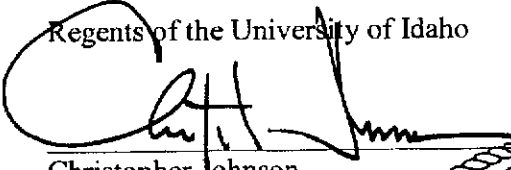
The headings contained in this MOU are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

3.7 Entity Authority

Each individual executing this MOU on behalf of a party hereto represents and warrants that he or she is duly authorized to execute and deliver this MOU on behalf of said party in accordance with duly adopted organizational documents or agreement and, if appropriate, a Resolution of the party, and that this MOU is binding upon said party in accordance with its terms.

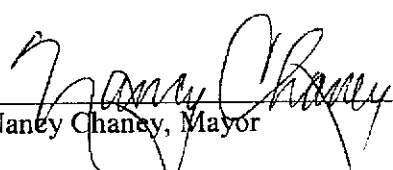
UNIVERSITY

Regents of the University of Idaho


Christopher Johnson
Director, Contracts

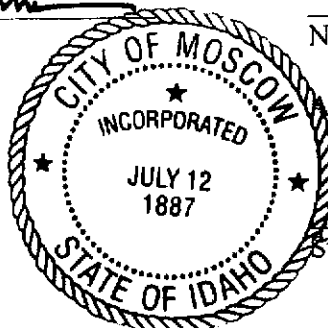
CITY

City of Moscow


Nancy Chaney, Mayor

ATTEST:


Stephanie Kalasz, City Clerk



City of Moscow Police Department Step and Grade System Fiscal Year 2007-2008 3.5% Progression							
Step Increase							
	A	B	C	D	E	F	G
Sergeant							
Hourly	\$24.22	\$25.07	\$25.95	\$26.85	\$27.79	\$28.77	\$29.77
Annual	50,378	52,141	53,966	55,855	57,809	59,833	61,927
Monthly	4,198	4,345	4,497	4,655	4,817	4,986	5,161
Corporal							
Hourly	\$22.26	\$23.04	\$23.85	\$24.68	\$25.54	\$26.44	\$27.36
Annual	46,301	47,921	49,599	51,335	53,131	54,991	56,916
Monthly	3,858	3,993	4,133	4,278	4,428	4,583	4,743
Patrol							
Hourly	\$19.68	\$20.37	\$21.08	\$21.82	\$22.58	\$23.37	\$24.19
Annual	40,934	42,367	43,850	45,385	46,973	48,617	50,319
Monthly	3,411	3,531	3,654	3,782	3,914	4,051	4,193

City of Moscow Police Department Step and Grade System Fiscal Year 2008-2009- 3.5% Progression							
Step Increase							
	A	B	C	D	E	F	G
Sergeant							
Hourly	\$24.95	\$25.82	\$26.72	\$27.66	\$28.63	\$29.63	\$30.67
Annual	51,889	53,705	55,585	57,530	59,544	61,628	63,785
Monthly	4,324	4,475	4,632	4,794	4,962	5,136	5,315
Corporal							
Hourly	\$22.93	\$23.73	\$24.56	\$25.42	\$26.31	\$27.23	\$28.18
Annual	47,690	49,359	51,087	52,875	54,725	56,641	58,623
Monthly	3,974	4,113	4,257	4,406	4,560	4,720	4,885
Patrol							
Hourly	\$20.27	\$20.98	\$21.71	\$22.47	\$23.26	\$24.07	\$24.92
Annual	42,162	43,638	45,165	46,746	48,382	50,076	51,828
Monthly	3,514	3,637	3,764	3,896	4,032	4,173	4,319

REVISED 10/09

Pay Grade	Administrative	Public Works	Public Safety & Legal	Parks/Recreation	Community Development
19	City Supervisor				
18					
17	Finance Director	Public Works Director	Chief of Police City Attorney Fire Chief	Parks & Recreation Director	Community Development Dir.
16	HR Director				
15	IS Director	Water/Wastewater Mgr. City Engineer Street/Vehicle Main. Mgr.	Asst. Police Chief	Parks & Facilities Mgr.	
14	Arts Director	Asst. City Engineer WWTP Supervisor Utility Operations Supervisor	Div. Chief/EMS Ops Officer Div. Chief/Fire Marshal Police Lieutenant Prosecuting Attorney	Building Official Asst. C.D. Director	
13	City Clerk Accounting Manager Sanitation Operations Manager			Building Inspector II	
12	Network & Systems Administrator Computer Systems Specialist	Principal Engineering Tech. Street Supervisor Shop Supervisor Water Production Lead Operator Water Distribution Lead Operator Wastewater Collections Lead Operator Regulatory Compliance Specialist	Fire Safety/Training Supervisor	Parks Supervisor Rec. Supv. - Aquatics/Youth Rec. Supv. - Sports Facilities Maintenance Supv.	Plumbing/Mech. Inspector Electrical Inspector
11					Planner I

10	Grants Coordinator Accounting Specialist Accounting Technician Asst. to City Supervisor Executive Assistant/Dep. City Clerk	WW Operations lead Eng. Tech. III - Design Eng. Tech. III - Field Operations Lab Analyst	Fire Inspector Comm./Records Supervisor	Building Inspector I
9		Eng. Tech. II Traffic Tech Cross Connection Control Spec. Vehicle & Equip. Mechanic Operator III Maintenance Worker III Water Conservation Specialist	Maintenance Worker III Facilities Maintenance Tech.	
8	Lead Utility Billing Clerk	Administrative Assistant III	Property, Evidence & Rec. Spec.	Permits Coordinator Administrative Assistant III
7	Acct. Clerk II Administrative Assistant II	Operator II Lab Technician Maintenance Worker II Engineer Tech. I	Police Records Technician Administrative Assistant II	Maintenance Worker II Administrative Assistant II
6	Arts Assistant	Operator I	Parking Enforcement Supv.	
5				
4	Administrative Assistant I (Vacant) Acct. Clerk I (Vacant) Receptionist (Vacant)	Maint. Worker I Lab Asst. Transport Driver	Parking Enforce. Specialist	Maint. Worker I Administrative Assistant I (PT)
3			Animal Control Officer	

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Heart of the Arts

March 3, 2010

Christopher Johnson
 Purchasing Services
 University of Idaho
 645 West Pullman Rd
 PO Box 441202
 Moscow ID 83844-1202

Re: Clarification of City of Moscow's Response to UI RFP No. 09-56J

Nancy J. Chaney
 Mayor

Dear Mr. Johnson:

Wayne Krauss
 Council President

Dan Carscallen
 Council Vice-President

Tim Brown
 Council Member

Tom Lamar
 Council Member

Sue Scott
 Council Member

Walter M. Steed
 Council Member

Gary J. Riedner
 City Supervisor

City of Moscow, City Hall
 206 East 3rd Street
 P.O. Box 9203
 Phone (208) 883-7000
 Fax (208) 883-7018

Website: www.ci.moscow.id.us
 Hearing Impaired (208) 883-7019



The following is the City of Moscow's response to University of Idaho's request for clarification and detail related to the City's Response to Requests for Proposals No. 09-56J for Police and Security Services (City's Response), submitted and delivered on January 12, 2010. The request for clarification and detail was summarized in a letter from you as Director of Contracts and Purchasing Services, received by the city on February 9, 2010.

In addition to the following clarifications, the city looks forward to presenting its proposal to the University of Idaho on March 12, 2010 from 8:30 to 10:30 a.m. in the Palouse Room, located at the North Campus Center.

1. *Discuss how MPD can adjust from the broad spectrum of services it offers all citizens, to a more specific focus on services that add value to the University of Idaho.*

Response: As noted in the City's Response, the Moscow Police Department (MPD) has adopted and will actively manage a community policing model intended to enhance safety and service to the University of Idaho. This emphasis on community policing provides specialized and unique opportunities to interact with UI students, faculty and staff, resulting in a dynamic and proactive model in which the focus is on education and collaboration rather than reactive law enforcement. These services, provided specifically to the University, provides added value well beyond the broad spectrum of services offered by the City and MPD to all citizens. Of course, the broad spectrum of services provided to all citizens will also continue to be offered to the University of Idaho.

The City of Moscow has been providing law enforcement services to the University of Idaho campus for more than four decades. In that time, there has been a shift from traditional law enforcement to the community policing model. Numerous and regular contacts are maintained with University faculty and staff, exchanging ideas and information resulting in a collaborative effort to increase the safety and liveability of the Moscow campus. Likewise special



effort is made to contact both recognized University living groups and individual students in order to provide information and to offer opportunities for interaction, well beyond those contacts which are able to be made to other citizens.

The City's Response details the special services which add value to the University of Idaho, including bike patrols, UTV (utility terrain vehicles) patrols, support for University events, regular attendance and participation in University strategy and operational meetings, specialized training of staff and operation of a law enforcement substation in the University Commons building. Additionally, the Campus Unit provides security services in the form of building and perimeter security checks and residence hall "walk throughs." The City of Moscow stands ready to meet with University administration to identify specific needs and to meet those needs in a collaborative manner.

2. *How would MPD structure a unit dedicated to University law enforcement services and community policing services? What type of command and officer structure would MPD offer the University?*

Response: The MPD has structured the following Campus Unit to provide law enforcement and community policing services:

- The MPD will assign, with input provided by the University, the Campus Commander, who historically has held the rank of Captain or Lieutenant. The Campus Commander provides supervision of the MPD Campus Unit (including Community Policing Officers and Patrol Officers) and acts as an approachable liaison for University Administration and staff. Supervision and administration of the Campus Commander is provided by the administration of the Moscow Police Department, consisting of the Chief of Police and Assistant Chief of Police. The Campus Commander, for campus-related investigations, also acts as supervisor of the Narcotics Officer and the Investigative Division of MPD, which further enhances services to the University of Idaho.
 - The duties of the Campus Commander are limited to the Campus Unit and offices are maintained in the University Commons building, giving increased access to University students, faculty and staff and opportunities for interaction.
- Two Community Policing officers will be assigned to the Campus Unit.
 - The duties of the Campus Unit Community Policing Officers are limited to the Campus Unit, except in cases of emergency. The



offices of the Campus Unit Community Policing Officers will be maintained in the University Commons building.

- A MPD patrol officer will be assigned to the Campus Unit for exclusive patrol and policing operations in and around the University of Idaho Campus 24 hours per day/seven days per week/365 days per year (24/7/365). Patrol on campus will be augmented by routine patrols by non-Campus Unit patrol officers.
 - The duties of the Campus Unit Patrol Officers are limited to the Campus Unit, except in cases of emergency assistance. Offices of the Campus Unit Patrol Officers will be maintained at the Moscow Police Department, located at 4th St. & Washington St., eliminating the need to provide patrol facilities, and space on the UI campus.

3. *Can the duties of this unit be restricted to the Moscow Campus? Please discuss.*

Response: The Campus Commander is a member of the command staff of the MPD and the duties of the Campus Commander are limited to the Campus Unit. The Campus Unit Community Policing Officers will be present on the University of Idaho campus in complementary shifts designed to maximize interpersonal contact with University students, faculty and staff and shall have no duties assigned off-campus. The Campus Unit Patrol Officers will be assigned patrol duties on-campus. Detectives and Narcotics Officers will be assigned on-campus as necessary.

Situations may occur when it is necessary, in emergencies and incidents risking officer safety, that members of the Campus Unit may be called upon to provide assistance to law enforcement officers off-campus. Likewise, MPD personnel will be available to provide back-up to the officers of the Campus Unit as the need arises.

4. *The university is pleased with the current command and officer assignment of the current Campus Law Enforcement unit. Can these assignments be maintained?*

Response: Yes, the MPD has no plans or desire to change the current structure. Lt. David Lehmitz has served as Campus Commander for more than two years and will continue to be assigned in that role. Community Policing Officers Joe Knickerbocker and Lindsay McIntosh will continue to be assigned to those positions. Patrol Officers currently assigned to the Campus Unit are assigned on a rotational basis. The participation of the University will be sought should the positions of Campus Commander and Community Policing Officer become vacant for any reason.



Campus Unit Patrol Officers are subject to change and will be filled by assignment of the MPD command staff, again seeking University input. These Patrol Officer rotations are typical and necessary to provide continuity of service and efficiency of operations of a law enforcement department.

As noted in the City's Response, the University is invited and encouraged to provide input and feedback to MPD administration relating to the performance of the personnel assigned to the Campus Unit.

5. *The University is pleased with the presence of the current Campus Law Enforcement unit in the Commons building on campus. Can this location be maintained?*

Response: Yes, dialogue between MPD and the Assistant Director of Operations for the University Commons are currently taking place to maintain this location and expand the operational ability of the current facility.

6. *How would this unit get around campus to reach out to the campus community in their many locations?*

Response: Currently Campus Unit Community Policing Officers are centrally located in the University Commons building, which provides numerous and regular outreach opportunities daily. The Campus Commander and Community Policing Officers also routinely attend meetings in other areas of campus which provide the opportunity to collaborate with students, faculty and staff.

The Campus Unit Community Policing Officers are encouraged to increase informal interactions with University students, faculty and staff by walking, bicycling and utilizing UTV's to move around campus on a daily basis. Also, as noted in the City's Response, Campus Unit Patrol Officers will utilize patrol cars, UTVs (utility terrain vehicles), bicycles, motorcycles and foot patrols.

7. *The university is interested in campus officers who have training in issues of concern to the university, including but not limited to sexual assault, drug and alcohol investigation and management. What will MPD do to provide training in issues of concern to the university?*

Response: The MPD maintains a progressive mandatory training program and encourages officers to seek additional training and professional development. Officers assigned to the Campus Unit receive additional training including, but not limited to sexual assault, drug and alcohol investigation, domestic violence and stalking. MPD utilizes many resources from within the University, notably the Office of the Dean of Students, UI Women's Center



and residence life representatives to assist and augment training and program planning and development.

8. *The university is interested in campus officers who participate in organizations that discuss issues of interest to the university. What will MPD do to provide officers access to organizations such as WACLEA, IACLEA and WRICOPS? How will topics of interest raised by these organizations be communicated to the university?*

Response: Chief Daniel Weaver and Lt. David Lehmitz are individual members of IACLEA. MPD currently holds memberships in all of the referenced professional organizations and, when offered, members of the MPD regularly attend training and conferences, which provide networking opportunities and peer interaction. When topics of interest arise, MPD will utilize the current established working relationship between the Campus Commander and the University of Idaho's Emergency Services and Security Officer.

9. *The university is interested in training for faculty, staff and students, particularly related to topics specific to a university, including but not limited to crime reporting; alcohol, drug and sexual assault awareness; theft prevention; workplace violence; Clery Act regulations; and personal security. Describe how such training can be provided to the university.*

Response: MPD is enthusiastic for the opportunity to provide the above described training to University of Idaho students, faculty and staff. Currently this training has been provided in a presentation format working cooperatively with the following University of Idaho organizations, including the Office of the Dean of Students, Risk Management, Legal Aid Clinic, Residential Life, American Language & Cultural Program (ALCP), Violence Prevention, Associated Students of the University of Idaho (ASUI), Native American Student Association, Computer Research and Technology, living groups (Greek and Residence Halls), Panhellenic and Interfraternity Councils, Brotherhood Empowerment Against Rape (BEAR), and the Argonaut student newspaper. The Campus Unit also provides training to students during new student orientation, Greek Rush and Palouseafest. This proactive orientation focuses on education and introduces students to the concept of community policing.

10. *The University is interested in active communication and cooperative working arrangements with Student Affairs representatives; the university Emergency & Security Services Officer; and private security management. How would MPD structure its communications with these groups?*

Response: MPD currently has, and will continue to engage in active communication and cooperative working arrangements with Student Affairs



representatives and the Emergency & Security Services Officer. If a private security firm is retained by the University, MPD will seek dialogue and a cooperative working arrangement with private security management should the need arise.

11. *The current Campus Law Enforcement unit is developing a good working relationship with our fraternities and sororities. We would also like to see similar community policing with our residence halls and university owned apartments. Describe how the Campus Law Enforcement will develop community policing relationships with these living groups.*

Response: The Campus Unit believes that the current working relationship with the University's Greek residences is a tremendously positive example of the benefits of community policing, emphasizing interpersonal relationships and education as the most effective means of law enforcement. The Campus Unit will develop similar community policing programs for other University living groups, including residence halls and University owned apartments, which should yield similar positive results. The Campus Unit has many years of experience and familiarity with graduate student housing and married student and family housing. The Campus Unit recognizes that challenges include a lack of representative structure (as in the case of separate apartments) requiring that different methods of communication be utilized. There must also be an emphasis on flexibility and customer service in arranging presentations and setting meeting schedules. The Campus Unit will proactively assist apartment residents in identifying a working structure to meet these challenges. Currently the Campus Unit has been working on developing stronger working relationships with residence halls, including weekly communications and presentations.

12. *The University appreciates MPD's efforts in campus drug enforcement activities. Describe how such enforcement activities will be structured.*

Response: The Campus Unit commander is currently the direct supervisor for the Narcotics Detective who is also assigned to the Quad Cities Drug Task Force. The MPD utilizes regional resources which assist in investigations of drug crime. Information regarding illegal drug activity will be disseminated to the Narcotics Detective for investigation. The Campus Unit will continue, with the cooperation of the Office of the Dean of Students and University Emergency and Securities Services Officer, to engage in Community Policing efforts in education, information and emphasizing interpersonal relationships in order to reduce the incidence of illegal drug activities on campus.

13. *MPD's Campus Law Enforcement unit provides advice and assistance to the university threat assessment and management group meetings. Describe the assistance that can be offered and how it will be delivered.*





Response: The Campus Commander and Community Policing Officers are members of the University threat assessment group. The Campus Unit's experience with the threat assessment team and management group meetings is that these groups are comprised of numerous stakeholders who bring different perspectives and approaches to particular issues and perceived problems. The Campus Unit views its role to provide a law enforcement perspective to these groups to aid in their deliberations. The form and content of that input naturally varies with the particular issue which is being discussed. The Campus Unit stands ready to provide technical and practical law enforcement information to these groups as requested.

14. *The University would like help with joint agency emergency response exercises. What assistance can MPD's Campus Law Enforcement unit provide?*

Response: The MPD has participated in many joint agency emergency response exercises, both as the coordinating agency and as a participant. In addition the MPD has hosted regional training for area law enforcement and emergency response agencies. These agencies include the Moscow Volunteer Fire Department and Ambulance Company and the Latah County Sheriff's Office. The MPD recognizes that coordinating multiple agencies in training greatly enhances the comprehensive response and overall safety of the public. A recent example is the hostage/shooter scenario joint exercise coordinated by MPD at Gritman Medical Center. The MPD is enthusiastic and excited to coordinate the work of the Campus Unit along with the University of Idaho and other agencies in providing a coordinated and effective emergency response. These exercises include training resources are available from local, regional and national organizations, including the Joint Terrorism Task Force, Fusion Center (law enforcement intelligence), Rocky Mountain Information Network and National Institute of Justice.

15. *The University must collect Clery Act statistics in a format acceptable and ready for inclusion in the University's annual report to the Department of Education. What assistance can MPD's Campus Law Enforcement unit provide?*

Response: As the MPD currently provides contracted law-enforcement services to the University of Idaho, MPD has also been providing statistics which meet the requirements of the Clery Act to the University for several years. This reporting is the responsibility of the MPD records personnel, who provide support to the Campus Division. The MPD will continue to provide required information in a format directed by the University and the Clery Act. The MPD recognizes that requirements may change or formats may need to be modified in order to meet the University's needs into the future and will continue to work with the University of Idaho in training, collecting and providing Clery Act statistics.



16. *When planning large events at the university, we would (seek) advice from the Campus Law Enforcement unit regarding adequate law enforcement presence. What assistance can MPD's Campus Law Enforcement unit provide?*

Response: The MPD has a longstanding relationship and experience in collaboration with University Administration, Departments and representatives. The Campus Unit currently meets with University representatives regarding appropriate levels of both law enforcement and security for University events in order to ensure that the public safety and security needs of the University are met. This arrangement has worked well in the past and if the University is satisfied with the current practice, the MPD would continue to provide this advice. If the University would like to pursue a different approach, the MPD and Campus Unit are willing to participate as requested.

17. *We would like the following assistance at specific University events, and would like this assistance included in the proposed contract price as separate line items. Are there any concerns about including this service?*

- *Winter and spring commencements - Campus Commander or equivalent command staff, and four uniformed officers.*
- *Home football and basketball games - MPD has proposed 14 officers for football games and two officers for basketball games. The university accepts this staffing at this time, but remains open to reducing the football staff based on MPD's pricing.*
- *Visits by dignitaries; state, local and federal officials, State Board Of Education meetings - MPD has proposed up to 3 on-duty law enforcement personnel. The university accepts this staffing at this time, but remains open to reducing the football staff based on MPD's pricing.*
- *And three "special emphasis" patrols of the week in duration, negotiated with the Dean of Students and the Emergency and Security Services Officer, and conducted annually - Campus Commander, and five officers, for a minimum of 240 hours/week. It is anticipated that shifts will be planned so that the emphasis patrols will include significant night and late-night coverage.*

Response: This type of assistance is beyond what is offered to a private citizen and, as proposed in the City's Response, was offered to be provided within the overtime line item (\$60,000) of the budget proposed in the City's Response. The overtime line item supports not only the referenced special events, but all overtime needs of the Campus Unit.



The Request for Clarification requests that special events be shown as separate line items. The following table represents the time estimates for each



special event requested, with the exception of Dignitary Visits, which have been proposed to be provided by on-duty officers (unless additional staff is necessary as agreed to by the MPD and University).

	Campus Overtime		Hours Per Event	Total Hours
	Number Events	Number Officers		
Dignitary Visits	3	3	2	18
Winter & Spring Commencements	2	5	4	40
Football Games	6	14	6	504
Basketball Games	15	4	2	120
Special Empahsis Patrols	3	6	40	720
Total Hours				<u>1,384</u>

Please note that historically the MPD has billed the University for overtime for special events at the rate of \$36.00 per hour per officer, which does not reflect the actual costs of either standard or overtime costs per officer. This reduced rate has been provided in the past as an accommodation to the University and to support overall public safety and law enforcement in the community. Actual average costs of Campus Unit personnel is over \$39.00 per hour (including benefits), while the average overtime costs of Campus Unit personnel is over \$59.00 per hour. The overtime budget proposed in the City's Response supports approximately 1,007 hours, which does not meet the amount necessary to accommodate the special events requested, without regard to the Campus Unit's police operations overtime needs.

The following relates to the particular requests for clarification for this section:

- Winter and spring commencements: The proposed staffing level appears to be appropriate based upon longstanding previous experience with this activity.
- Football and basketball games:
 - While the MPD is willing to assess the law enforcement and security needs in collaboration with University representatives, MPD is unable to reduce staffing at football games based solely upon pricing. Considerations in making staffing decisions include considerations of public safety and officer safety. With the primary objective of safety, the MPD is willing to continue to coordinate with University representatives to determine the optimal level of law enforcement presence based upon the particular needs of the event, including any special considerations such as the event (i.e. Dad's Weekend), the game opponent (i.e. Boise State) and other circumstances as identified by the University and MPD.



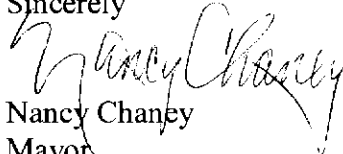
Christopher Johnson
 City of Moscow's Response to Clarification and Presentation Request
 Page 10

- Based upon previous experience with providing law enforcement at basketball games, the proposed staffing level appears to be appropriate in most circumstances. Again, should special considerations arise which raise safety concerns, MPD will continue to coordinate with University representatives to determine the optimal level of law enforcement presence.
- Visits by dignitaries: MPD will staff up to three on duty law enforcement personnel for visits by dignitaries. With the primary objective of safety, the MPD is willing to continue to coordinate with University representatives to determine the optimal level of law enforcement presence based upon the particular needs of the dignitary visit. The MPD has previously responded to issues of staffing level at football games.
- Special Emphasis Patrols: MPD will provide three "special emphasis" patrols of five days in duration, for a minimum of 240 hours/week with significant night and late night coverage.

18. Please find attached the fiscal year adjustments worksheets as requested.

Thank you for the opportunity to clarify the City's Response. We look forward to presenting the City's Proposal in accordance with the UI RFP.

Sincerely


 Nancy Chaney
 Mayor

c: Moscow City Council
 Gary Riedner, City Supervisor
 Dan Weaver, Police Chief

Campus Worksheet 2011-2015

By Fiscal Year Ending June 30

Description	2011	2012	2013	2014	2015
Police Campus					
Full-Time Wages	507,338	694,207	718,504	743,652	769,680
Overtime	45,000	61,575	63,730	65,961	68,269
Overtime Special Events(Reimbu	0	0	0	0	0
FICA Taxes	42,300	57,881	59,906	62,003	64,173
PERSI (State Retirement)	60,113	82,254	85,133	88,112	91,196
Unemployment Insurance	1,658	2,268	2,347	2,430	2,515
Workman's Compensation	21,083	28,848	29,858	30,903	31,984
Health & Accident Insurance	84,735	115,946	120,004	124,204	128,551
Life Insurance	2,738	3,746	3,877	4,013	4,153
Personal Services	764,963	1,046,724	1,083,359	1,121,277	1,160,521
Liability Insurance (Police)	14,805	20,184	20,790	21,413	22,056
Contractual	14,805	20,184	20,790	21,413	22,056
Uniform Expense	7,107	9,689	9,980	10,279	10,588
Uniform Cleaning	2,565	3,497	3,601	3,709	3,821
Department Supplies	3,322	4,529	4,665	4,804	4,949
Travel & Meetings	4,403	6,003	6,183	6,369	6,560
Dues, Subscriptions & Membersh	464	632	651	670	690
Personnel Training	8,775	11,963	12,322	12,692	13,073
Telephones	927	1,264	1,302	1,341	1,381
Rental Equip Teletype	2,221	3,028	3,119	3,212	3,309
Repairs & Maintenan	2,414	3,291	3,390	3,492	3,596
Firearms Program	3,947	5,382	5,543	5,709	5,881
Misc Recruitment Expense	1,622	2,212	2,278	2,346	2,417
Minor Equipment	4,635	6,319	6,509	6,704	6,905
Commodities	42,402	57,808	59,542	61,328	63,168
Automotive Equipment	20,000	20,450	21,064	21,695	22,346
Capital Outlay	20,000	20,450	21,064	21,695	22,346
Other Services					
Information Services	12,051	16,430	16,922	17,430	17,953
Fleet Services - Vehicle Suppl	9,374	12,780	13,164	13,559	13,965
Fleet Services. - Vehicle R&M	25,651	34,971	36,020	37,100	38,213
Transfers Out	47,076	64,180	66,106	68,089	70,132
Dispatch Services	64,736	88,257	90,905	93,632	96,441
Campus with Dispatch	953,982	1,297,603	1,341,765	1,387,435	1,434,664

Budget Assumptions

- > Payroll increase 3.5% each year
- > Commodities including Fleet, Information Systems increases 3%
- > No provisions for Radio, Repeater or Band width mandate.

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BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 12, 2010

UNIVERSITY OF IDAHO

SUBJECT

Security Services contract - AlliedBarton Security Services, LLC.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.I.3

BACKGROUND/DISCUSSION

The University of Idaho's continuing overarching goal is to provide effective police and security services to campus constituencies in a professional, friendly, and collaborative manner. It is important that all student, staff, faculty, and visitors feel safe and in fact are safe while on the Moscow campus.

The University has developed a plan to include enhanced police services and private security services optimized under the leadership of its own staff. The proposed agreement with AlliedBarton is intended to work in conjunction with the University's proposed agreement with the City of Moscow for police services.

A public, open and competitive Request for Proposal was issued on October 19, 2009. The UI received seven responses. AlliedBarton was selected by the evaluation committee to furnish security services. Subsequent clarifications and interviews were conducted with the AlliedBarton Security Services, LLC.

IMPACT

The initial term of this agreement is from October 1, 2010, through June 30, 2014, with two 3-year optional renewals for a total of six additional years. Contracted annual services total \$371,157. The annual price escalation is limited to 2.5%. In addition, the contract provides for direct billing for single coverage medical benefits at a monthly rate of \$101.54 per officer.

Total value of the contract if all renewals are exercised and all officers took the medical insurance is \$4,220,239 for the period from October 1, 2010 to June 30, 2020.

ATTACHMENTS

Attachment 1 – Proposed Contract	Page 3
Attachment 2 – Request for Proposal	Page 13
Attachment 3 – AlliedBarton Security Services, LLC's Response	Page 41

STAFF COMMENTS AND RECOMMENDATIONS

This is a companion agreement to the police services contract in the previous agenda item.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 12, 2010

The UI has had a longstanding, albeit informal, agreement with the City of Moscow for police services. Last fall the UI bid out its contract for campus police and security services. The City of Moscow and six private security companies submitted bids. The City was the only respondent that could provide officers with police authority. AlliedBarton was selected to provide the security services for the campus.

The University does not currently have security staff on campus, so this contract is an important step forward in the interest of public safety and protection of the University's capital assets. The University will utilize a hybrid public safety strategy that deploys City police officers supplemented with private security personnel. Security officers will perform more routine functions such as facility access control, foot and motorized campus and facility patrols, special event coverage, etc.

Staff recommends approval.

BOARD ACTION

I move to approve the agreement for private security services between the University of Idaho and AlliedBarton Security Services, LLC, in substantial conformance to the contract submitted to the Board.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

UNIVERSITY OF IDAHO
AGREEMENT NUMBER UI-679

The University of Idaho (the “University”) hereby awards to AlliedBarton Security Services LLC (the “Contractor” or “AlliedBarton”) Agreement number UI-679 to furnish security services to the University, as specified in University of Idaho Request for Proposals Number 09-56J, in accordance with the terms and conditions of the Request for Proposals.

This Agreement is supplemented by a) University of Idaho Request for Proposals Number 09-56J; b) AlliedBarton Security Services, LLC’s response dated January 12, 2010; and c) University of Idaho General Terms and Conditions, which have been agreed to by the parties and by this reference are made a part hereof as though fully set forth herein. To the extent such terms, conditions, or provisions may be in conflict or be inconsistent, their order of authority shall be as follows: 1) This University of Idaho Agreement Number UI-679; 2) University of Idaho Request for Proposals Number 09-56J; 3) AlliedBarton Security Services LLC’s response dated January 12, 2010; and 4) University of Idaho General Terms and Conditions set forth in Request for Proposals Number 09-56J.

1.1 NOTICES

Any notice under this Agreement shall be in writing and be delivered either in-person, delivery service, certified mail with return receipt requested, or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University:	University of Idaho Purchasing Services PO Box 442006 645 West Pullman Road Moscow, Idaho 83844-2006 Attn.: Director, Contracts and Purchasing Services Phone: (208) 885-6116 Fax: (208) 885-6060
-----------------	--

the Contractor:	AlliedBarton Security Services LLC 9466 West Fairview Ave. Boise, ID 83704 Attn: Business Development Manager Phone : (208) 658-6886 Fax: (208) 377-0692
-----------------	---

Any notice shall be deemed to have been given on the earlier of : (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

1.2 SEVERABILITY

The terms and conditions of this Agreement are declared severable if any term or condition of this Agreement or the application thereof to any person(s) or circumstance(s) is held invalid. Such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application.

1.3 SCOPE OF SERVICES

The bid price shall include everything necessary for the prosecution and completion of this Agreement, including, but not limited to, furnishing all materials, equipment, management, superintendence, labor, and service, except as otherwise provided in this Agreement. AlliedBarton Security Services agrees to provide the following services:

One Account Manager at the billing rate of \$26.04 per hour
(40 hours per week) working day shift

One Shift Supervisor at the billing rate of \$17.14 per hour.

(40 hours per week) Saturday and Sunday dayshift, Monday through Wednesday swingshift.

Part Time and Full Time Security Officers at the billing rate of \$15.82

(342 hours per week) typically one officer dayshift with 3 officers after hours and weekends.

Annual Fees \$371,157 to be paid quarterly per section 1.6 INVOICES and the University will receive a 2% discount for four (4) quarterly payments of \$90,933.50. The period year of service October 1, 2010 through June 30, 2011 is not a full year and shall be prorated to include three (3) quarterly payments of \$90,933.50.

All efforts will be made to maintain the foregoing schedule; however, changes may be made to provide flexibility and to address particular needs of the parties. AlliedBarton will provide special event coverage ("Additional Special Duty") at a cost of \$25.00 per hour. Any Additional Special Duty must be agreed upon and approved by the parties in writing prior to any use. The approving office for the university is Risk Management. Additional Special Duty will be separately invoiced as per Section 1.6 INVOICES.

AlliedBarton to furnish all uniforms, eight (8) hours of on the job training, CPR, firstaid, and AED certification. AlliedBarton to furnish cell phones. AlliedBarton will provide four (4) hours annually of refresher training.

The following six days are considered holidays and are not included in the regular contracted hours: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Christmas Day and Labor Day. Hourly billing rates for holiday's are: Shift Supervisor \$25.71, Security Officer \$23.73. Work shall be planned and scheduled prior to the holiday and shall be agreed to by the parties in writing. The approving office for the university is Risk Management.

The University shall be direct billed for single coverage medical benefits at a rate of \$101.54 per month per officer utilizing such coverage. Invoices for medical benefits shall be paid by the University to Contractor within 30 days of receipt of the invoice.

The University shall provide one (1) vehicle for security use.

1.4 TERM OF AGREEMENT

The initial term of this agreement shall be from October 1, 2010 through June 30, 2014. The term of this agreement may, if mutually agreed, be extended by two (2) three- (3-) year increments for a total of six (6) additional years, provided AlliedBarton receives written notice of each extension at least one-hundred eighty (180) days prior to the expiration date of such term or extension. During extension periods, all terms and conditions of this Agreement shall remain in effect.

1.5 CONTINUATION DURING DISPUTES

The Contractor agrees that, notwithstanding the existence of any dispute between the parties, insofar as possible under the terms of the Agreement to be entered into, each party will continue to perform the obligations required of it during the continuation of any such dispute, unless enjoined or prohibited by any court.

1.6 INVOICES

For services included in the annual fee, AlliedBarton shall provide the University with an annual single invoice at the beginning of each billing period. The University shall pay Allied Barton with quarterly installments pro-rated equally over the ensuing billing period. Such quarterly installments shall be due on the last day of each calendar quarter. By way of example, the invoice for the first billing period shall be due to the University by 10/1/2010 and shall be paid by the University in equal quarterly installments of \$90,933,47 by the last day of each quarter beginning October 31, 2010 and ending June 30, 2011.

Invoices for any additional special duty must include a copy of the written authorization by the University for such additional special duty. The approving office for the university is Risk Management. These invoices shall be delivered to the University no later than the fifteenth (15th) calendar day of the month immediately following the month in which the additional special duty was used. The University shall pay the invoice amount within 30 days of receipt of the invoice.

For illustrative purposes, the invoice and payment schedule is set forth below:

Billing Period	Invoice calculation	Invoice Amount	Invoice due from City	Quarterly installment from University with 2% discount	First payment due from University
10/1/2010 – 6/30/2011	\$ 371,157 / 4 * 3	\$ 278,367.75	10/1/2010	\$ 90,933.47	10/31/2010
7/1/2011 – 6/30/2012	\$ 371,157 * 102.5%	\$ 380,435.92	7/1/2011	\$ 93,206.80	8/1/2011
7/1/2012 – 6/30/2013	\$ 380,435.92 * 102.5%	\$ 389,946.81,	7/1/2012	\$ 95,536.97	8/1/2012
7/1/2013 – 6/30/2014	\$ 389,946.81 * 102.5%	\$ 399,695.48	7/1/2013	\$ 97,925.39	8/1/2013
Additional Special Duty	\$25 per hour per officer		15 days after end of month in which Additional Special Duty is used	Not applicable	30 days after invoice received
Medical Benefits	\$101.54 per month per officer utilizing coverage		15 days after end of month in which Medical Benefit coverage is furnished	Not applicable	30 days after invoice received

Invoices shall reference “AlliedBarton security services” and shall be sent to:

University of Idaho
Risk Management Office
PO Box 443162
Moscow, ID 83844-316

1.7 TERMS AND CONDITIONS

Paragraphs 6-3, 6-9, 6-19, 6-34, 6-37, 6-38. 7-2, 7-3 of the Request for Proposal are deleted in their entirety and replaced with the following, all other General Terms and Consitions remain as stated in the Request for Proposal:

6-3 TERMINATION FOR CONVENIENCE

Either party may terminate this Agreement, in whole or in part, with Ninety (90) day written notice. The Contractor shall be paid its reasonable costs, including reasonable close-out costs and a reasonable profit on work performed up to the time of termination.

The Contractor shall promptly submit its termination claim for payment. If the Contractor has any property in its possession belonging to the University, the Contractor will account for the same and dispose of it in the manner the University directs.

6-9 PAYMENT AND ACCEPTANCE

Except as otherwise provided herein, payments shall be due and payable within (30) days after acceptance of such goods or services or after receipt of properly completed invoice, whichever is later. No advance payment shall be made for goods or services furnished pursuant to this Agreement.

University may request appropriate financial information and documents to verify costs and expenditures in order to make statements and presentations to University's governance and the Board of Regents, in accordance with the University and SBOE policies regarding stewardship of funds.

The billing rates set forth in this Agreement are valid for the initial term in which the agreement is in effect. The billing rates thereafter will be increased annually per clause 1.6, Invoices.

6-19 CONTRACTOR REPRESENTATIONS

Contractor represents and warrants the following: (a) that it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to provide the equipment and goods, complete the services, and perform its obligations required hereunder; (b) that it is able to furnish any of the plant, tools, materials, supplies, equipment, and labor required to complete the services required hereunder and perform all of its obligations hereunder and has sufficient experience and competence to do so; (c) that it is authorized to do business in Idaho, properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and the services, equipment, and goods required hereunder, and has or will obtain all licenses and permits required by law; and (d) that it has visited the site of the project and familiarized itself with the local conditions under which this Agreement is to be performed. The Contractor does not warrant or guarantee that the services constitute complete security at the University's location(s) so as to prevent any incident, loss, theft, damage or injury (including death). The University agrees that the Contractor has not been engaged as a security consultant with respect to any location.

6-34 ACCOUNTING, AUDIT

For a period of three (3) years following completion of the services called for hereunder, The University or its authorized representatives shall be afforded access at reasonable times to Contractor's accounting records relating to the services set forth herein in order to audit all charges for the services over the prior twelve (12) month period, at its expense. The Contractor reserves the right to require a confidentiality agreement directly with the auditor and/or auditing firm prior to granting access to its relevant records.

6-37 FEDERAL SAFETY ACT

The Contractor has received a Certificate of SAFETY Act Designation from the Department of Homeland Security, which identifies the Contractor's physical security guard services as a Qualified Anti-terrorism Technology ("QATT"). In some cases, the Contractor may be utilizing QATT in performing services under this Agreement, either in their entirety or in combination with other, non-SAFETY Act covered services. Where this QATT has been deployed in defense against, response or recovery from an act of terrorism as that latter term is defined under the SAFETY Act (as herein defined), the Contractor and the University, purchaser of QATT, agree to waive all claims against each other, including their officers, directors, agents or other representatives, arising out of the manufacture, sale, use or operation of the QATT, and further agree that each is responsible for losses, including business interruption losses, that it sustains, or for losses sustained by its own employees resulting from an activity arising out of such act of terrorism. "SAFETY Act" is defined as the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. 441-444, as amended.

7-2 INDEMNIFICATION

Contractor shall indemnify, defend and hold the University and the State of Idaho harmless from and against any and all claims, losses, damages, injuries, liabilities and all costs, including attorneys fees, court costs and expenses and liabilities incurred in or from any such claim, to the extent arising from any breach or default in the performance of any obligation on Contractor's part to be performed under the terms of this Agreement, or arising from any act, negligent act or the failure to act of Contractor, or any of its agents, subcontractors, employees, invitees or guests. Contractor, upon notice from the University, shall defend the University at Contractor's expense, by counsel reasonably satisfactory to the University. Contractor, as a material part of the consideration of the University, hereby waives all claims in respect thereof against the University.

Contractor shall: (a) notify the University in writing as soon as practicable after notice of an injury or a claim is received; (b) cooperate completely with the University and/or the University's insurers in the defense of such injury or claim; and (c) take no steps such as admission of liability which would prejudice the defense or otherwise prevent the University from protecting the University's interests.

This provision shall survive the termination of this Agreement.

7-3 Insurance

7.3.1 General Requirements

7.3.1.1 Contractor and its subcontractor(s) of any tier are required to carry the types and limits of insurance shown in this insurance clause, section 7.3, and to

provide University with a Certificate of Insurance (“certificate”). All certificates shall be coordinated by the Contractor and provided to the University within seven (7) days of the signing of the contract by the Contractor. Certificates shall be executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below. All certificates shall provide for thirty (30) days’ written notice to University prior to cancellation, non-renewal, or other material adverse change of any insurance referred to therein as evidenced by return receipt of United States certified mail. Said certificates shall evidence compliance with all provisions of this section 7.3. Exhibit A of this Agreement contains a Request for Certificate of Insurance which shall be given to the insurance broker or agent of the Contractor and its subcontractor(s) of any tier, upon award of bid to Contractor.

7.3.1.2 Additionally and at its option, University may request copies of required policies. Such copies shall be provided within (10) ten days of the University’s request.

7.3.1.3 All insurance required hereunder shall be maintained in full force and effect with insurers with Best’s rating of A-, V or better and be authorized to provide insurance coverage in Idaho. All policies required shall be written as primary policies and not contributing to nor in excess of any coverage University may choose to maintain. Failure to maintain the required insurance may result in termination of this Agreement at University’s option.

7.3.1.4 All policies except Workers Compensation and Professional Liability shall name University as Additional Insured up to the insurance limits in this Agreement. The Additional Insured shall be stated as: “State of Idaho and The Regents of the University of Idaho”. Certificate Holder shall read: “University of Idaho.” Certificates shall be mailed to: University of Idaho, Risk Management, P.O. Box 443162, Moscow, ID 83844-3162.

7.3.1.5 Failure of University to demand such certificate or other evidence of full compliance with these insurance requirements or failure of University to identify a deficiency from evidence that is provided shall not be construed as a waiver of the obligation of Contractor and its subcontractor(s) of any tier to maintain such insurance.

7.3.1.6 No Representation of Coverage Adequacy. By requiring insurance herein, University does not represent that coverage and limits will necessarily be adequate to protect Contractor and its subcontractor(s) of any tier, and such coverage and limits shall not be deemed as a limitation on the liability of the Contractor and its subcontractor(s) of any tier under the indemnities granted to University in this Agreement.

8.1.7 Contractor is responsible for coordinating the reporting of claims and for the following: (a) notifying the University in writing as soon as practicable after

notice of an injury or a claim is received; (b) cooperating completely with University in the defense of such injury or claim; and (c) taking no steps (such as admission of liability) which will prejudice the defense or otherwise prevent the University from protecting its interests.

7.3.2 Required Insurance Coverage.

Contractor and its subcontractor(s) of any tier shall at its own expense obtain and maintain:

7.3.2.1 Commercial General and Umbrella / Excess Liability Insurance. Contractor and its subcontractor(s) of any tier shall maintain Commercial General Liability (“CGL”) written on an occurrence basis and with a limit of \$1,000,000 each occurrence and in the aggregate. If such CGL insurance contains a general aggregate limit, it shall be \$1,000,000. CGL insurance shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under a contract including the tort liability of another assumed in a business contract. Waiver of subrogation language shall be included. If necessary to provide the required limits, the Commercial General Liability policy’s limits may be layered with a Commercial Umbrella or Excess Liability policy.

7.3.2.2 Commercial Auto Insurance. Contractor and its subcontractor(s) of any tier shall maintain a Commercial Auto policy with a Combined Single Limit of \$1,000,000; Underinsured and Uninsured Motorists limit of \$1,000,000; Comprehensive; Collision; and a Medical Payments limit of \$10,000. Coverage shall include Non-Owned and Hired Car coverage. Waiver of subrogation language shall be included.

7.3.2.3 Business Personal Property. Contractor and its subcontractor(s) of any tier shall purchase insurance to cover Business Personal Property of Contractor and its subcontractor(s) of any tier. In no event shall University be liable for any damage to or loss of personal property sustained by Contractor, except if such loss is caused by the negligence of University, its employees, officers or agents. Waiver of subrogation language shall be included.

7.3.2.4 Workers’ Compensation. Contractor and its subcontractor(s) of any tier shall maintain all coverage statutorily required of the Contractor and its subcontractor(s) of any tier, and coverage shall be in accordance with the laws of Idaho. Contractor and its subcontractor(s) of any tier shall maintain Employer’s Liability with limits of \$100,000 / \$500,000 / \$100,000.

1.8 ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties. No change thereto shall be valid unless communicated in writing in the stipulated manner and signed by the University and the Contractor.

The effective date of this contract is October 1, 2010.

**For the Regents of the
UNIVERSITY OF IDAHO**

AlliedBarton Security Services, LLC

SIGN _____

SIGN _____

PRINT _____

PRINT _____

TITLE _____

TITLE _____

DATE _____

DATE _____

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Purchasing Services
645 West Pullman Road
P.O. Box 441202
Moscow, Idaho 83844-1202

REQUEST FOR PROPOSALS NO. 09-56J

FOR

Police and Security Services

For Additional Information, Please Contact:
Christopher P. Johnson, C.P.M.: Director
Phone (208) 885-6126
Fax (208) 885-6060
cjohnson@uidaho.edu
www.purchasing.uidaho.edu

Date Issued: October 19, 2009

Proposals Due: January 12, 2010

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UNIVERSITY OF IDAHO REQUEST FOR PROPOSALS NO. 09-56J

PROPOSAL RESPONSE CERTIFICATION

DATE

The undersigned, as Proposer, declares that they have read the Request for Proposals, and that the following proposal is submitted on the basis that the undersigned, the company, and its employees or agents, shall meet, or agree to, all specifications contained therein. It is further acknowledged that addenda numbers _____ to _____ have been received and were examined as part of the RFP document.

Name

Signature

Title

Contractor

Street Address

City, State, Zip

Telephone Number and Fax Number

Cell Phone Number

E-mail Address

State of Incorporation

Tax ID Number

Business Classification Type (Please check mark if applicable):

Minority Business Enterprise (MBE)	_____
Women Owned Business Enterprise (WBE)	_____
Small Business Enterprise (SBE)	_____
Veteran Business Enterprise (VBE)	_____
Disadvantaged Business Enterprise (DBE)	_____

Business Classification Type is used for tracking purposes, not as criteria for award.

SECTION 1 - INSTRUCTIONS TO PROPOSERS

1-1 SCOPE OF WORK

The University of Idaho (herein referred to as the University) is soliciting proposals for Police and Security services. The University is looking for creative solutions to meet its needs along the continuum between policing and security requirements. Proposals will be accepted either for policing only, for security only or a consolidated combination proposal from a lead agency. Care should be taken to describe the line between the two and the coordination of efforts required. Minimum requirements for this scope of work are set out in Section 3 "Technical Specifications and Bid Form."

The University may at its sole discretion request clarifying presentations for one or more vendors. Once the University establishes the best operational combination of services, Best and Final offers will be entertained or negotiated.

Multiple awards may be made as a result of this Request for Proposal and nothing in this agreement is intended to grant exclusive rights.

1-2 PROPOSAL SUBMISSION

Proposal must be **SEALED and CLEARLY IDENTIFIED** with the Request for Proposals' number, due date and time, Proposer's name and address, and submitted no later than 4:00 p.m., Pacific Time, on January 12, 2010 to University of Idaho Purchasing Services, 645 West Pullman Road, P.O. Box 4441202, Moscow, ID 83844-1202.

A facsimile response or an electronic response to this Request for Proposals does not meet the requirement of a sealed proposal and will not be accepted.

The proposal must be signed by such individual or individuals who have full authority from the Proposer to enter into a binding Agreement on behalf of the Proposer so that an Agreement may be established as a result of acceptance of the proposal submitted. *By submitting a proposal, the Proposer is accepting the terms and conditions set forth in this Request for Proposal, and any addendums thereto, which includes general contract terms and conditions and purchase order terms and conditions.* The terms and conditions set forth in the Request for Proposals, including addendums thereto, and the Proposal and any terms and conditions included therein that are accepted by the University shall serve as the Agreement terms and conditions. The Agreement shall be subject to the applicable laws of the State of Idaho. The order of precedence of Agreement documents shall be RFP then Proposal. In addition, the Purchase Order terms and conditions shall apply to all purchase orders used under this contract. No other terms and conditions shall apply unless agreed to in writing by the parties.

Proposals received after the exact time specified for receipt will not be considered.

1-3 REQUEST FOR PROPOSAL SCHEDULE

October 19, 2009	Request for Proposals issued
January 12, 2010	Proposals Due @ 4:00 p.m.

1-4 INQUIRIES

All inquiries concerning this request shall be submitted in writing and received by the University's office of Purchasing Services no later than 4:00 p.m., Pacific Time, on October 28, 2009 to:

Christopher Johnson, Director
University of Idaho
Purchasing Services
645 West Pullman Road
P.O. Box 4441202
Moscow, ID 83844-1202
Telephone: (208) 885-6126
Fax: (208) 885-6060
E-mail: cjohnson@uidaho.edu

Proposers should consider Purchasing Services as the first and prime point of contact on all matters related to the procedures associated with this RFP. If additional information is needed from any source, Purchasing Services will work with the Proposer and with the various offices of the University to gather that information.

1-5 INTERPRETATION, CORRECTIONS, OR CHANGES IN RFP

Any interpretation, correction, or change in the RFP will be made by addendum by the University. Interpretations, corrections, or changes to the RFP made in any other manner will not be binding, and no Proposer may rely upon any such interpretation, correction, or change.

1-6 MODIFICATION OR WITHDRAWAL OF PROPOSALS

A Proposer may modify or withdraw a proposal at any time prior to the specified time and date set for the proposal closing. Such a request for modification or withdrawal must be in writing, and executed by a person with authority as set forth under paragraph 1-2 above, or by facsimile notice subsequently confirmed in writing.

1-7 ERASURES AND INTERLINEATIONS

Erasures, interlineations, or other changes in the proposal must be initialed by the person(s) signing the proposal.

1-8 ACKNOWLEDGMENT OF ADDENDUMS TO RFP

Receipt of an addendum to this RFP must be acknowledged by a Proposer on the Proposal Response Certification.

1-9 PROPOSAL COPIES

Six (6) complete copies of the proposal shall be submitted to the University.

1-10 OFFER ACCEPTANCE PERIOD

A proposal shall constitute an offer to contract on the terms and conditions contained in this RFP and the proposal. Said proposal shall constitute an irrevocable offer for ninety (90) calendar days from the proposal opening date, even if the University makes one or more counter offers.

1-11 REJECTION OF PROPOSALS

The University in its sole discretion, expressly reserves the right to reject any or all proposals or portions thereof, to reissue a Request for Proposal, and to waive informalities, minor irregularities, discrepancies, and any other matter or shortcoming.

1-12 PROPOSAL PRICE

The prices submitted in the proposal shall include everything necessary for the prosecution and completion of the Agreement including, but not limited to, furnishing all materials and all management, supervision, labor and service, except as may be provided otherwise in the Agreement Documents. In the event of discrepancy between the unit prices and their extensions, the total price will be adjusted accordingly. In the event of discrepancy between the sum of the extended total prices, the Total Proposal Price will be adjusted accordingly. The proposal price shall not include any allowance for Idaho State sales/use tax.

The University will evaluate the total price for the basic requirements with any options(s) exercised at the time of award. Evaluation of options will not obligate the University to exercise the option(s).

The University may reject an offer if it is materially unbalanced as to process for the basic requirements and the option quantities. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices that are significantly overstated for other work.

1-13. TERM OF AGREEMENT

The initial term of this agreement shall be from October 1, 2010 through June 30, 2014, commencing upon the date of execution by the university, October 1, 2010. The term of this agreement may, if mutually agreed upon in writing, be extended by two 3-year increments for a total of six (6) additional years, beginning on July 1 and ending on June 30, provided written notice of each extension is given to the bidder at least thirty (30) days prior to the expiration date of such term or extension. In the event funding approval is not obtained by the University, this Agreement shall become null and void effective the date of termination, which will be June 30 of the year in which it terminates. During extension periods, all terms and conditions of this Agreement shall remain in effect.

1-14 AWARD OF AGREEMENT

The University shall make the award to the responsible Proposer whose proposal will be most advantageous to the University with respect to price, conformance to the specifications, quality, and other factors as evaluated by the University. The University is not required or constrained to award the Agreement to the Proposer proposing the lowest price.

The University may award an Agreement on the basis of initial offers received, without discussion; therefore, each initial offer should contain the Proposer's best terms from a cost and technical standpoint.

1-15 PROPOSAL CONFIDENTIALITY

Each Proposer agrees that the contents of each proposal submitted in response to this RFP is Confidential, proprietary, and constitutes trade secret information, as defined in Idaho Code 9-340D(1), as to all technical and financial data THAT IS LABELED CONFIDENTIAL BY THE PROPOSER, and waives any right of access to such information, except as provided for by law. Except as determined by the University's Office of Purchasing Services, in its sole discretion, no information will be given regarding any proposals or evaluation progress until after an award is made, except as provided by law.

1-16 F.A.R. REQUIREMENT

All purchase orders and contracts issued by the University of Idaho are subject to F.A.R. 52.209-6. Supplier warrants that neither supplier nor its principals is presently debarred, suspended or proposed for debarment by the Federal Government.

1-17 RECORD OF PURCHASES

Contractor will provide Purchasing Services a detailed usage report of items/services ordered, quantities, and pricing under this Agreement upon request.

1-18 APPEAL OF AWARD

A Proposer aggrieved by the award of an Agreement may file an appeal by writing to the Director of Purchasing Services. The appeal must be received by the Director of Purchasing Services within five working days after the award is made, must describe the basis for the appeal, and must include all argument and evidence the Proposer wishes the Director of Purchasing Services to consider. Keeping track of the date an award is made is the responsibility of the Proposer(s).

SECTION 2 - INSTRUCTIONS FOR PREPARING PROPOSALS

2-1 GENERAL

To aid in the evaluation process, it is required that all responses comply with the items and sequence as presented in paragraph 2-2, RFP Response Outline. Paragraph 2-2 outlines the minimum requirements and packaging for the preparation and presentation of a response. Failure to comply may result in rejection of the response. The proposal should be specific and complete in every detail, prepared in a simple and straight-forward manner.

Proposers are expected to examine the entire Request for Proposals, including all specifications, standard provisions, and instructions. Failure to do so will be at the Proposer's risk. Each Proposer shall furnish the information required by the invitation. It is required that proposal entries be typewritten. Periods of time, stated in number of days, in this request or in the Proposer's response, shall be in calendar days. Propose your best price on each item.

2-2 RFP RESPONSE OUTLINE

- A. Response Sheet: The proposal Response Certification (page 4) shall be attached to the front of the proposal and shall contain the Proposer's certification of the submission. An official who has full authority to enter into an Agreement shall sign it.
- B. Background and History: Describe the company, organization, officers or partners, number of employees, and operating policies that would affect this Agreement. State the number of years your organization has been continuously engaged in business.
- C. References: The Proposer shall provide a minimum of three (3) references including names of persons who may be contacted, title of person, addresses, phone numbers, and e-mail, where products or services similar in scope to the requirements of this RFP have been provided.
- D. Experience and Support: Describe Proposer's experience in performing the requested services.
- E. Response to Specifications and Proposal Response: Please answer all questions throughout this proposal and provide a clear, concise presentation bringing your expertise and experience to provide a full understanding to the selection committee of your response. The University may award based solely upon this response and may not necessarily request additional information.
- E. Costs: Include itemized costs for all components and features to be delivered. Costs should be identified as one-time or continuing. Purchase prices, lease prices, installation charges, and maintenance charges must be identified. All equipment prices must be stated as FOB: Moscow, ID.
- F. Proposer Exceptions: Describe any exceptions to the terms and conditions contained within this document.

SECTION 3 - TECHNICAL SPECIFICATIONS & BID FORM

3.1 BACKGROUND

- 3.1.1. University of Idaho: Founded in 1889, the University of Idaho is the state's flagship higher-education Institution and its principal graduate education and research university, bringing insight and innovation to the state, the nation and the world. University of Idaho researchers attract more than \$100 million in research grants and contracts each year. The university's student population includes first-generation college students and ethnically diverse scholars. Offering more than 150 degree options in 10 colleges, the university combines the strengths of a large university with the intimacy of small learning communities. The University of Idaho operates within a \$322,370,600 budget.

The University has a total enrollment of 11,739 with 871 faculty and 1,409 staff members. Enrollment on the Moscow campus totals 10,682 with a large residential population of 7,215. Our student population consists of 8,337 undergraduate, 1,501 graduate and 313 Law students. We have 3,476 nonresident students.

The university, along with its students and staff are actively involved in the local community; Moscow, Idaho. The town was incorporated in 1887 and is the Latah County seat. The 2000 Population Census for Moscow was 21,291 (includes students). Moscow is eight miles from Pullman, home of Washington State University. The surrounding area is very picturesque with rolling hills and tremendous outdoor recreational opportunities.

*These figures are presented as an indication of scale and vary from semester to semester.

- 3.1.2. University of Idaho Mission and Goals:

The University of Idaho has established a strategic plan and mission to include four principle goals:

- TEACHING AND LEARNING GOAL
- SCHOLARLY AND CREATIVE ACTIVITY GOAL
- OUTREACH AND ENGAGEMENT GOAL
- ORGANIZATION, CULTURE, AND CLIMATE GOAL

An in depth examination of these goals is available on the web:

<http://www.uihome.uidaho.edu/default.aspx?pid=92884>

The University of Idaho is currently implementing a branding strategy to shape perceptions of the University so all our audiences are more inclined to support, participate and engage in the University. Additional information is available on the web:

<http://www.uidaho.edu/commguide/strategy.html>

- 3.1.3 Buildings

The University of Idaho's Moscow area campuses encompass 1428 acres, with the core of campus sited on over 300 acres, and serving nearly 11,000 students. There are roughly 250 buildings on the main campus. Campus buildings vary in age, ranging from Ridenbaugh Hall (c. 1902) to the Living Learning Center (c. 2005). Campus buildings include a variety of spaces and functions, including classrooms, research and teaching labs, faculty and administrative offices, sports and recreation facilities, student housing, food service and retail functions, agricultural and animal husbandry, steam production and industrial/utility support functions.

The core of campus is largely pedestrianized, with limited vehicle access serving emergency, service, and delivery needs. Major parking functions are generally sited at the edge of the campus core. Buildings in the core generally house classroom, office, and laboratory functions. Agricultural use dominates the western and northern areas of campus; open green space (arboreta and golf course) is found along the southern edge; family housing at the southeast; Greek housing to the east and south; student housing on the north. There are some private in holdings within the campus boundaries, largely serving housing (some Greek) needs.

3.2 CURRENT OPERATIONS

3.2.1 Reporting structure current liaison officer

The Emergency and Security Services Officer is the liaison between the University and the Contractor. The Emergency and Security Services Officer reports to the Risk Management Officer. In addition to Risk Management, security and law enforcement agencies would work closely with the Office of the Dean of Students, Facilities, Auxiliaries (including Parking and Residences) and Environmental Health and Safety.

3.2.2 Moscow Police Department

The University of Idaho currently has a contract with Moscow Police Department for law enforcement services that dates back to 1966. The University's overarching goal will to provide effective police and security services to campus constituencies in a professional, friendly, and collaborative manner. It is important that all student, staff, faculty and visitors feel safe and in fact are safe while on the Moscow campus.

3.2.3 Parking

Currently, the University and the City of Moscow have a Memorandum of Understanding for the City /University Parking program. This provides a cooperative agreement for the enforcement, collection and issuance of parking permits in accordance with the University Parking Program on City of Moscow streets and public rights-of-way within the area in and around the University of Idaho. University parking services personnel enforce University of Idaho parking regulations. The Moscow Police Department enforces City of Moscow parking regulations where applicable. Proposers may provide an alternative to this system.

3.2.4 University Facilities

University will provide a facility for law enforcement and security services. (hereinafter "University Substation"). The University Substation may serve as a command post for police and security services provided to the University under this RFP, as office space for commissioned and non-commissioned officers assigned to the University, and for other purposes that enhance University safety and security. Secure office space for the University's Emergency and Security Services Officer will be included at this location. The Proposer will be responsible for providing any necessary computer hardware and connectivity, telephone, copier, fax and radio communication systems.

The university provides a secure gun locker facility to allow residence students a safe protective facility to store firearms while not in use. The campus is a weapon free zone, with the exception of the ROTC shooting range located in the basement of the Memorial Gym. The successful Proposer will be responsible for operating and securing the gun locker, and providing review of exceptions to our gun policy, including but not limited to the operation of the ROTC shooting range located in the basement of the Memorial Gym. These exceptions will be authorized by the Emergency and Security Services Officer and the Director of Environmental Health and Safety.

3.2.5 University Emergency Notification System

The University has purchased an emergency notification system which can send text, cellular and email notification if required during a significant campus security event. The successful Proposer will be responsible for participating in this alert system, and communicating and coordinating with the university when emergency communications are needed. When supplied with information from the successful Proposer, the university will include appropriate personnel of the Proposer in the database of the emergency notification system. Inclusion in the University ENS will allow the successful Proposer an opportunity to view emergency messages sent by the University.

3.2.6 Crime Statistics

The University's Clery Act statistics for the last 3 calendar years are available at:
<http://www.webs.uidaho.edu/security/crimestats.htm>

3.3 TECHNICAL SPECIFICATIONS AND RISK ANALYSIS

The University would like to establish an optimal balance between commissioned police officers and non-commissioned security personnel. Please describe your experience with this blend in an open campus environment with a high residence population. Please describe the functional duties which these two types of security personnel can provide. The University supports and encourages the use of a Community Policing concept with officers assigned to foot patrols, bicycle patrols or related duties that bring them into personal and visible contact with students, University staff and faculty. The successful Proposer will focus on a comprehensive approach that provides the University with loss prevention, mitigation and response related to the security and law enforcement needs of the University

3.3.1 Staffing and Training Requirements

Please describe your hiring procedures, background checks, qualifications and continuing training requirements of staff. The University shall participate in the selection of the commander, and shall have the ability to request a replacement commander if, in the University's judgment, the commander's performance is unsatisfactory. The University shall have the ability to request replacement officers and staff if, in the University's judgment, the performance of any officer or staff is unsatisfactory.

An agreement between the University and any peace officer agency and/or security firm is not to be construed in any way to void, limit, or restrict the authority vested in the peace officer agency regarding police services and general law enforcement.

An agreement between the University and any peace officer agency and/or security firm is not to be construed in any way to limit the authority vested in the Board of Regents of the University of Idaho, by the Idaho Constitution and by the Idaho Code, to exercise general supervision of the University of Idaho.

Anticipated hours of operation are 24 hours a day, 7 day a week year round. Please describe an optimal staffing level of commissioned and/or non-commissioned personnel to maintain appropriate protection, response and deterrent levels to the campus community. The campus is to be covered by Proposer personnel at all times. Include the ability to have staff available to monitor surveillance and security cameras and alarms, including but not limited to fire, elevator, access/security, panic and environmental systems.

The successful Proposer will provide training of both commissioned and non-commissioned officers in areas of expertise vital to the comprehensive security of the University, including but not limited to best practices in the areas of sexual assault protocols and investigations, crime prevention, services to non-English speaking populations, and working with diverse populations. Training shall include joint agency exercises, coordinated with the University Emergency and Security Services Officer, that foster a comprehensive response by all security personnel and University staff to respond effectively to emergency situations. Security and emergency preparedness training for students, staff and faculty is considered a vital part of these services to reinforce the perception of a safe community.

3.3.2 Vehicles and equipment

The successful commissioned officer Proposer will furnish at minimum two clearly identifiable patrol vehicles. Bicycles and marked or unmarked security vehicles shall also be furnished as appropriate. Describe.

The successful Proposer will provide all necessary personal equipment for police and security officers to include minimally; uniforms, belt and accessories, bullet resistant vest, hand-gun, radio, uniforms, taser as appropriate for assigned personnel. Please describe.

3.3.3 Communications

Emergency dispatch is currently provided regionally by WHITCOM. WHITCOM or other dispatch services will be included in the bid. If a service other than WHITCOM is used, the Proposer will provide detail on what service will be used and how it will function effectively on behalf of the University. Provided dispatch services will have the goal of promoting timely, accurate and reliable communications with the University community. Dispatch services are often the first line of communication with a member of our University community and should be handled as an opportunity to promote a "community policing" model and improve the image of the University.

3.3.4 Reports, analysis, planning

The service provider shall furnish statistics and reports that will allow for the University's compliance with the Clery Act, including provision of information in an electronic format that complies with the Clery Act and any updates to the Act. In addition, the service provider will provide daily logs to the University's Emergency and Security Services Officer as provided by the Clery Act.

(See: <http://www.ed.gov/admins/lead/safety/campus.html>)

Service providers shall, in consultation with the Emergency and Security Services Officer and Office of the Dean of Students, develop an annual security and/or law enforcement plan that list actions designed to meet the expectations of the University. Results of actions taken under this plan will be reported annually at the time of the contract cost negotiations. The plan shall also provide guidance and information to the University in loss prevention, mitigation and response.

Prior to award of final contract the University will work with the successful Proposer(s) to develop and implement a weekly risk analysis report.

3.3.5 Law enforcement at university events

The University would like the following events addressed by your response. Particular attention should be paid to describing the appropriate mix of commissioned and non-commissioned officers. Annual events include:

- Winter and spring commencements
- Home football and basketball games
- Visits by dignitaries; state, local and federal officials, State Board of Education meetings
- And three "special emphasis" patrols of a week in duration, negotiated with the Dean of Students and the Emergency and Security Services Officer, and conducted annually.

These baseline events shall be included in your baseline cost proposal. An hourly rate for additional or unanticipated events shall also be provided

3.3.6 Comprehensive security and law enforcement functions

The service provider(s) should specify if they will, or will not, be legally able to provide the following functions for the University community, and describe, if the services can be provided, how the functions will be performed and the extent of service available. Service providers may list and describe other services they can provide, but must respond to at least this list of services. Please describe other services and options provided in support of University operations, which the University should consider in your proposal:

- Patrol of campus and perimeter of campus 24 /7/365
- Patrols to include bike, foot, and vehicle
- Interaction with Whitcom dispatch
- Reports, analysis, planning
- Operation of University substation
- Operation of gun locker
- Parking services
- Participation in emergency communications
- Monitoring and response to fire, medical, and university alarm calls
 - Fire
 - Elevator
 - Access / security
 - Panic
 - Environmental systems
- Response to civil/security standby
- Investigation and follow-up of all crimes not assigned to detectives

- Implement proactive theft deterrent systems such as VARDA and TRL
- Building security surveys
- Crime prevention presentations including but not limited to:
 - Alcohol/drug awareness
 - Rape and sexual assault prevention
 - Theft prevention
 - Bike Safety and registration
 - Crime reporting
 - New student orientation
 - Other as requested
- Escorts
- Lock-outs
 - Child safety-seat installation/inspection
- Detectives
- Victim witness services
- Legal services
- Narcotics Unit
- Records
- Crime Analysis Unit
- Crime Lab
- Crime Prevention Unit
- Evidence processing and storage
- Tactical team for emergency situations
- Negotiations team for emergency situations
- Selected Traffic Enforcement Patrol
- Canine services - patrol/tracking, narcotic, bomb/explosives
- Vehicle maintenance
- Information Services

SECTION 4 - PROCUREMENT PROCESS

4-1 PROPOSER LIST AND QUALIFICATION EVALUATION

After the established date for receipt of proposals, a listing of Proposers submitting proposals will be prepared, and will be available for public inspection.

Qualifications and proposals submitted by interested Proposers will be reviewed and evaluated based on the evaluation factors set forth in the RFP.

4-2 PROPOSAL CLASSIFICATION

For the purpose of conducting discussions with individual Proposers, if required, proposals will initially be classified as:

- A. Potentially Acceptable
- B. Unacceptable

Discussions may be conducted with any or all of the Proposers whose proposals are found potentially acceptable. Proposers whose proposals are unacceptable will be notified promptly. The Manager of Purchasing will establish procedures and schedules for conducting oral and/or written discussions.

Proposers are advised that the University may award an Agreement on the basis of initial offers received, without discussions; therefore, each initial offer should contain the Proposer's best terms from a cost and technical standpoint.

4-3 PROPOSER INVESTIGATION

The University will make such investigations as it considers necessary to obtain full information on the Proposers selected for discussions, and each Proposer shall cooperate fully in such investigations.

4-4 FINAL OFFERS AND AWARD OF AGREEMENT

Following any discussions with Proposers regarding their technical proposals, alternative approaches, or optional features, a number of the firms may be requested to submit best and final offers. The committee will rank the final Proposers for the project, giving due consideration to the established evaluation criteria. The committee will propose award to the proposal which is found to be most advantageous to the University, based on the factors set forth in the Request for Proposals.

SECTION 5 - EVALUATION PROCESS

The University reserves the right to reject any or all proposals, or portions thereof. The selection of a successful Proposer, if any, will be made based upon which proposal the University determines would best meet its requirements and needs.

5-1 EVALUATION CRITERIA

The evaluation criteria are listed below:

- Experience and References
- Qualifications, training
- Ability to reduce/mitigate University risk
- Customer service and outreach
- Costs

Not necessarily listed in order of importance. The University may at its discretion use life cycle or best value analysis.

SECTION 6 - GENERAL CONTRACTUAL TERMS AND CONDITIONS

6-1 AGREEMENT TERMS AND CONDITIONS

The submission of a proposal herein constitutes the agreement of any Proposer that any Agreement to be drawn as the result of an award herein shall be prepared by the University and shall include at a minimum, all terms and conditions set forth in this RFP. The submission of a proposal shall further constitute the agreement of each Proposer that it will not insist on the use of standard contract agreements, documents, or forms, and that it waives any demand for the use of its standard agreements. The Agreement between the parties shall consist of, in order of precedence: the agreement document signed by the Parties subsequent to submission of the proposal, and any attachments thereto and incorporations therein, the terms and conditions in the RFP, and the Proposer's response to the RFP.

6-2 ASSIGNMENT

No assignment of this Agreement or of any right accruing under this Agreement shall be made, in part or in whole, by Contractor without the written consent of the University. Notwithstanding any assignment, Contractor shall remain fully liable on this Agreement and shall not be released from performing any of the terms, covenants, and conditions of this Agreement.

6-3 TERMINATION FOR CONVENIENCE

The University may terminate this Agreement, in whole or in part, at any time by written notice to the Contractor. The Contractor shall be paid its reasonable costs, including reasonable close-out costs and a reasonable profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim for payment. If the Contractor has any property in its possession belonging to the University, the Contractor will account for the same and dispose of it in the manner the University directs.

6-4 TERMINATION FOR DEFAULT

If the Contractor does not deliver the materials in accordance with the Contract delivery schedule, or if the Contract is for services and the Contractor fails to perform in the manner called for in the Contract, or if the Contractor fails to comply with any other provisions of the Contract, the University may terminate this Contract for default. Termination shall be effected by serving on the Contractor a notice of termination setting forth the manner in which the Contractor is in default. The Contractor will be paid a reasonable price for materials delivered and accepted, or services performed in accordance with the manner of performance set forth in the Contract.

6-5 APPLICABLE LAW AND FORUM

This Agreement shall be construed in accordance with, and governed by the laws of the State of Idaho. Any legal proceeding related to this Agreement shall be instituted in the courts of the county of Latah, state of Idaho, and Contractor agrees to submit to the jurisdiction of such courts.

6-6 LAWS, REGULATIONS AND PERMITS

The Contractor shall give all notices required by law and comply with all applicable Federal, State, and local laws, ordinances, rules and regulations relating to the conduct of the work. The Contractor shall be liable for all violations of the law in connection with work furnished by the Contractor, including the Contractor's subcontractors.

6-7 GENERAL QUALITY

All of the Contractor's work shall be performed with the highest degree of skill and completed in accordance with the Agreement Documents.

6-8 PROOF OF COMPLIANCE WITH AGREEMENT

In order that the University may determine whether the Contractor has complied with the requirements of the Agreement Documents, the Contractor shall, at any time when requested, submit to the University properly authenticated documents or other satisfactory proofs as to compliance with such requirements.

6-9 PAYMENT AND ACCEPTANCE

Except as otherwise provided herein, payments shall be due and payable within (30) days after acceptance of such goods or services or after receipt of properly completed invoice, whichever is later. No advance payment shall be made for goods or services furnished pursuant to this Agreement.

University may request appropriate financial information and documents to verify costs and expenditures in order to make statements and presentations to University's governance and the Board of Regents, in accordance with the University and SBOE policies regarding stewardship of funds.

The Contractor shall provide the University with a monthly invoice equal to one-twelfth of the mutually agreed annual contract cost for services provided. The University shall pay the Contractor on a monthly basis equal to one-twelfth of the mutually agreed annual contract cost.

6-10 CONTINUATION DURING DISPUTES

The Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as possible under the terms of the Agreement to be entered into, each party will continue to perform the obligations required of it during the continuation of any such dispute, unless enjoined or prohibited by any court.

6-11 SEVERABILITY

If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this Agreement are declared severable.

6-12 INTEGRATION

This Agreement constitutes the entire Agreement between the parties. No change thereto shall be valid unless in writing communicated in the stipulated manner, and signed by the University and the Contractor.

6-13 BINDING EFFECT

This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties hereto and their respective heirs, legal representatives, successors, and assigns.

6-14 APPROPRIATIONS CLAUSE

If the term of this Agreement is longer than one year, the University's obligations and liabilities hereunder are subject to the appropriation of funds from the State of Idaho, which appropriation shall be in the State of Idaho's sole discretion, from revenues legally available to the University for the ensuing fiscal year for the purposes of this Agreement. If the State of Idaho does not appropriate the funds for the purpose of this Agreement, the Agreement shall terminate and neither party shall have any further obligations hereunder.

6-15 IRS SECTION 501(C)(3) AND SECTION 115 CONSIDERATIONS

If any provision of this Agreement may cause the University to lose its status as an Internal Revenue Code Section 501(c)(3) corporation, this Agreement shall be voidable. In the alternative, at the sole option of the University, the offending provision(s) shall be modifiable such that the provision(s) will no longer cause the University to lose its

status as a 501(c)(3) corporation. The terms of the modification shall be subject to agreement in writing by all parties.

6-16 COMPLIANCE WITH GOVERNOR'S EXECUTIVE ORDER

In the event any provision of this Agreement shall cause the University to be in violation of any of the Governor of Idaho's Executive Orders, then this Agreement shall be voidable at the sole option of the University.

6-17 DEBARRED, SUSPENDED OR EXCLUDED

All purchase orders and contracts issued by the University of Idaho are subject to F.A.R. 52.209-6. Supplier warrants that neither supplier or its principals is presently debarred, suspended or proposed for debarment by the Federal Government.

6-18 NON-USE OF NAMES AND TRADEMARKS

Contractor shall not use the name, trade name, trademark, or other designation of the University, or any contraction, abbreviation, or simulation any of the foregoing, in any advertisement or for any commercial or promotional purpose (other than in performing under this Agreement) without the University's prior written consent in each case.

6-19 CONTRACTOR REPRESENTATIONS

Contractor represents and warrants the following: (a) that it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to provide the equipment and goods, complete the services, and perform its obligations required hereunder; (b) that it is able to furnish any of the plant, tools, materials, supplies, equipment, and labor required to complete the services required hereunder and perform all of its obligations hereunder and has sufficient experience and competence to do so; (c) that it is authorized to do business in Idaho, properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and the services, equipment, and goods required hereunder, and has or will obtain all licenses and permits required by law; and (d) that it has visited the site of the project and familiarized itself with the local conditions under which this Agreement is to be performed.

6-20 REGENTS' APPROVAL

This Agreement may be subject to approval by the Regents of the University of Idaho, and if it is and if such approval is not granted this Agreement shall be void and neither party shall have any further obligations or liabilities hereunder.

6-21 SURVIVAL OF TERMS

The terms and provisions hereof, and all documents being executed hereunder, if any, including, without limitation, the representations and warranties, shall survive this Agreement and shall remain in full force and effect thereafter.

6-22 HEADINGS

The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

6-23 ADDITIONAL ACTS

Except as otherwise provided herein, in addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by the parties, the parties hereby agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all such further acts, deeds and assurances as any party hereto may reasonably require to consummate the transaction contemplated hereunder.

6-24 TIME OF ESSENCE

All times provided for in this Agreement, or in any other document executed hereunder, for the performance of any act will be strictly construed, time being of the essence.

6-25 WAIVER

No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed to be a waiver of any other covenant, term or condition herein. Acceptance by a party of any performance by another party after the time the same shall have become due shall not constitute a waiver by the first party of the breach or default of any such covenant, term or condition unless otherwise expressly agreed to by the first party in writing.

6-26 FORCE MAJEURE

Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (except for financial ability), shall excuse the performance, except for the payment of money, by such party for a period equal to any such prevention, delay or stoppage.

6-27 NO JOINT VENTURE

Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or agency relationship between the parties.

6-28 INFORMATION TRUE AND CORRECT

All documents, agreements and other information provided to the University by Contractor or which Contractor has caused to be provided to the University are true and correct in all respects and do not omit to state any material fact or condition required to be stated, necessary to make the statement or information not misleading, and there are no other agreements or conditions with respect thereto.

6-29 EQUAL OPPORTUNITY

Contractor represents and agrees that it will not discriminate in the performance of this Agreement or in any matter directly or indirectly related to this Agreement on the basis of race, sex, color, religion, national origin, disability, ancestry, or status as a Vietnam veteran. This non-discrimination requirement includes, but is not limited to, any matter directly or indirectly related to employment. Breach of this covenant may be regarded as a material breach of Agreement.

6-30 CONFIDENTIALITY

The parties hereto agree that the terms and conditions of this Agreement shall be held in confidence except as required by or for applicable disclosure laws, financing sources, enforcement of the Agreement, mergers and acquisitions, or as otherwise mutually agreed by the Parties, and such agreement shall not be withheld unreasonably.

Contractor agrees to keep confidential and not to disclose to third parties any information provided by the University pursuant to or learned by the Contractor during the course of this Agreement unless Contractor has received the prior written consent of the University to make such disclosure.

The Contractor agrees to respect obligations of the The University under the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) and similar compliance regulations of the The University, and to work constructively with the The University within the constraints of the The University's privacy obligations.

This provision shall survive expiration and termination of this Agreement.

6-31 UNIVERSITY'S RULES, REGULATIONS, AND INSTRUCTIONS

Contractor shall follow and comply with all rules and regulations of the University and the reasonable instructions of The University personnel. The University reserves the right to require the removal of any worker it deems unsatisfactory for any reason. The duties and responsibilities required under this agreement shall be performed in accordance with all local, state and federal law. Failure to perform these obligations in conformity with controlling law may be construed as breach.

6-32 PROPERTY RIGHTS AND REPORTS

Contractor agrees that any intellectual property including but not limited to computer programs, software, documentation, copyrightable work, discoveries, inventions, or improvements developed by Contractor solely, or with others, resulting from the performance of services pursuant to this Agreement is the property of The University, and Contractor hereby agrees to assign all rights therein to The University. Contractor further agrees to provide The University with any assistance which The University may require to obtain patents or copyright registrations, including the execution of any documents submitted by The University.

This provision shall survive expiration and termination of this Agreement.

6-33 ATTORNEYS' FEES

In the event of any controversy, claim or action being filed or instituted between the parties to this Agreement to enforce the terms and conditions of this Agreement or arising from the breach of any provision hereof, the prevailing party will be entitled to receive from the other party all costs, damages, and expenses, including reasonable attorneys' fees, incurred by the prevailing party, whether or not such controversy or claim is litigated or prosecuted to judgment. The prevailing party will be that party who was awarded judgment as a result of trial or arbitration, or who receives a payment of money from the other party in settlement of claims asserted by that party.

6-34 ACCOUNTING, AUDIT

For a period of three (3) years following completion of the services called for hereunder, The University or its authorized representatives shall be afforded access at reasonable times to Contractor's accounting records relating to the services set forth herein in order to audit all charges for the services.

6-35 NONDISCRIMINATION AND AFFIRMATIVE ACTION

6-35.1 Contractor shall not discriminate against any employee or applicant for employment in the performance of this Agreement, with respect to tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, sex, color, religion, age, status as Disabled or a veteran, or physical or mental handicaps, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this agreement. The Contractor certifies that it does not, and will not maintain segregated facilities or accommodations on the basis of race, color, religion or national origin. Regarding any position for which an employee or an applicant is qualified, the Contractor agrees to take affirmative action to employ, train, advance in employment, and retain individuals in accordance with applicable laws and regulations including:

6-35.1.1 For nondiscrimination based on race, color, religion, sex or national origin this includes, but is not limited to, the U.S. Constitution, and Parts II and IV of Executive Order 11246, September 24, 1965 (30 FR 12319). Contractor disputes related to compliance with its obligations shall be handled according to the rules, regulations, and relevant orders of the Secretary of Labor (See 41 CFR 60-1.1).

6-35.1.2 For nondiscrimination based on Disabled or Vietnam Veterans this includes, but is not limited to, the Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended (38 U.S.C. 4012)(the Act); Executive Order 11701, January 24, 1973 (38 CFR 2675, January 29, 1973); and the regulations of the Secretary of Labor (41 CFR Part 60-250).

6-35.1.3 For nondiscrimination based on the Handicapped this includes, but is not limited to, Section 503 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 793)(the Act); Executive Order 11758, January 15, 1974; and the regulations of the Secretary of Labor (41 FR Part 60- 741).

6-35.1.4 For nondiscrimination based on Age this includes, but is not limited to, Executive Order 11141, February 12, 1964 (29 CFR 2477).

6-35.2 The Contractor shall include the terms of this clause in every subcontract or purchase order exceeding \$50,000 and shall act as specified by the Department of Labor to enforce the terms and implement remedies.

6-36 **REPRESENTATIONS AND WARRANTIES**

Contractor represents and warrants the following: (a) that it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to provide the equipment and goods, complete the services, and perform its obligations hereunder; (b) that it is able to furnish any of the plant, tools, materials, supplies, equipment, and labor required to complete the services required hereunder and perform all of its obligations hereunder and has sufficient experience and competence to do so; (c) that it is authorized to do business in Idaho, properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and the services, equipment, and goods required hereunder, and has or will obtain all licenses and permits required by law; and (d) that it has familiarized itself with the local conditions under which this agreement is to be performed.

SECTION 7 – INDEMNITY, RISKS OF LOSS, INSURANCE

7-1 RISK OF LOSS

Until all improvements, equipment, or goods to be provided under this Agreement are installed on property owned or controlled by University and working properly, Contractor and its subcontractors of any tier shall bear all risks of all loss or damage to the improvements, equipment, or goods, excluding loss or damage caused by acts, omissions, or negligence of the University. Once all improvements, equipment, or goods to be provided under this Agreement are installed on property owned or controlled by University and working properly, the risk of all loss or damage shall be borne by University, excluding loss or damage caused by acts, omissions, or negligence of the Contractor. Contractors shall require its subcontractors of any tier to bear the same risk of loss.

7-2 INDEMNIFICATION

Contractor shall indemnify, defend and hold the University and the State of Idaho harmless from and against any and all claims, losses, damages, injuries, liabilities and all costs, including attorneys fees, court costs and expenses and liabilities incurred in or from any such claim, arising from any breach or default in the performance of any obligation on Contractor's part to be performed under the terms of this Agreement, or arising from any act, negligence or the failure to act of Contractor, or any of its agents, subcontractors, employees, invitees or guests. Contractor, upon notice from the University, shall defend the University at Contractor's expense by counsel reasonably satisfactory to the University. Contractor, as a material part of the consideration of the University, hereby waives all claims in respect thereof against the University.

Contractor shall: (a) notify the University in writing as soon as practicable after notice of an injury or a claim is received; (b) cooperate completely with the University and/or the University's insurers in the defense of such injury or claim; and (c) take no steps such as admission of liability which would prejudice the defense or otherwise prevent the University from protecting the University's interests.

This provision shall survive the termination of this agreement.

7-3 Insurance

7.3.1 General Requirements

7.3.1.1 Contractor and its subcontractor(s) of any tier are required to carry the types and limits of insurance shown in this insurance clause, section 8.0, and to provide University with a Certificate of Insurance ("certificate"). All certificates shall be coordinated by the Contractor and provided to the University within seven (7) days of the signing of the contract by the Contractor. Certificates shall be executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below. All certificates shall provide for thirty (30) days' written notice to University prior to cancellation, non-renewal, or other material change of any insurance referred to therein as evidenced by return receipt of United States certified mail. Said certificates shall evidence compliance with all provisions of this section 7.3. Exhibit A of this Agreement contains a Request for Certificate of Insurance which shall be given to the insurance broker or agent of the Contractor and its subcontractor(s) of any tier, upon award of bid to Contractor.

7.3.1.2 Additionally and at its option, University may request certified copies of required policies and endorsements. Such copies shall be provided within (10) ten days of the University's request.

7.3.1.3 All insurance required hereunder shall be maintained in full force and effect with insurers with Best's rating of AV or better and be licensed and admitted in Idaho. All policies required shall be written as primary policies and not contributing to nor in excess of any coverage University may choose to maintain. Failure to maintain the required insurance may result in termination of this Agreement at University's option.

7.3.1.4 All policies except Workers Compensation and Professional Liability shall name University as Additional Insured. The Additional Insured shall be stated as: "State of Idaho and The Regents of the

University of Idaho”. Certificate Holder shall read: “University of Idaho.” Certificates shall be mailed to: University of Idaho, Risk Management, P.O. Box 443162, Moscow, ID 83844-3162.

7.3.1.5 Failure of University to demand such certificate or other evidence of full compliance with these insurance requirements or failure of University to identify a deficiency from evidence that is provided shall not be construed as a waiver of the obligation of Contractor and its subcontractor(s) of any tier to maintain such insurance.

7.3.1.6 No Representation of Coverage Adequacy. By requiring insurance herein, University does not represent that coverage and limits will necessarily be adequate to protect Contractor and its subcontractor(s) of any tier, and such coverage and limits shall not be deemed as a limitation on the liability of the Contractor and its subcontractor(s) of any tier under the indemnities granted to University in this Agreement.

8.1.7 Contractor is responsible for coordinating the reporting of claims and for the following: (a) notifying the University in writing as soon as practicable after notice of an injury or a claim is received; (b) cooperating completely with University in the defense of such injury or claim; and (c) taking no steps (such as admission of liability) which will prejudice the defense or otherwise prevent the University from protecting its interests.

7.3.2 Required Insurance Coverage.

Contractor and its subcontractor(s) of any tier shall at its own expense obtain and maintain:

7.3.2.1 Commercial General and Umbrella / Excess Liability Insurance. Contractor and its subcontractor(s) of any tier shall maintain Commercial General Liability (“CGL”) written on an occurrence basis and with a limit of not less than \$1,000,000 each occurrence and in the aggregate. If such CGL insurance contains a general aggregate limit, it shall apply separately by location and shall not be less than \$1,000,000. CGL insurance shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under a contract including the tort liability of another assumed in a business contract. Waiver of subrogation language shall be included. If necessary to provide the required limits, the Commercial General Liability policy’s limits may be layered with a Commercial Umbrella or Excess Liability policy.

7.3.2.2 Commercial Auto Insurance. Contractor and its subcontractor(s) of any tier shall maintain a Commercial Auto policy with a Combined Single Limit of not less than \$1,000,000; Underinsured and Uninsured Motorists limit of not less than \$1,000,000; Comprehensive; Collision; and a Medical Payments limit of not less than \$10,000. Coverage shall include Non-Owned and Hired Car coverage. Waiver of subrogation language shall be included.

7.3.2.3 Business Personal Property. Contractor and its subcontractor(s) of any tier shall purchase insurance to cover Business Personal Property of Contractor and its subcontractor(s) of any tier. In no event shall University be liable for any damage to or loss of personal property sustained by Contractor, even if such loss is caused by the negligence of University, its employees, officers or agents. Waiver of subrogation language shall be included.

7.3.2.4 Workers’ Compensation. Contractor and its subcontractor(s) of any tier shall maintain all coverage statutorily required of the Contractor and its subcontractor(s) of any tier, and coverage shall be in accordance with the laws of Idaho. Contractor and its subcontractor(s) of any tier shall maintain Employer’s Liability with limits of not less than \$100,000 / \$500,000 / \$100,000.

7.3.2.4 Professional Liability. Contractor and its subcontractor(s) of any tier, Contractor and its subcontractor(s) of any tier shall maintain Professional Liability (Errors & Omissions) insurance on a claims made basis, covering claims made during the policy period and reported within three years of the date of occurrence. Limits of liability shall be not less than one million dollars (\$1,000,000).

**UNIVERSITY OF IDAHO
PURCHASE ORDER GENERAL TERMS AND CONDITIONS**

1. THIS ORDER EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS AND CONDITIONS STATED HEREIN. ALL ADDITIONAL OR DIFFERENT TERMS PROPOSED BY CONTRACTOR ARE OBJECTED TO AND ARE HEREBY REJECTED, UNLESS OTHERWISE PROVIDED FOR IN WRITING BY THE PURCHASING MANAGER, UNIVERSITY OF IDAHO.
2. CHANGES: No alteration in any of the terms, conditions, delivery, price, quality, quantity or specifications of this order will be effective without the written consent of the University of Idaho Department of Purchasing Services.
3. PACKING: No charges will be allowed for special handling, packing, wrapping, bags, containers, etc., unless otherwise specified.
4. DELIVERY: For any exceptions to the delivery date as specified on the order, Contractor shall give prior notification and obtain approval thereto from the University of Idaho Department of Purchasing Services. With respect to delivery under this order, time is of the essence and order is subject to termination for failure to deliver within the timeframe specified in this order.
5. SHIPPING INSTRUCTIONS: Unless otherwise instructed, all goods are to be shipped prepaid and allowed, FOB Destination.
6. ORDER NUMBERS: Agreement order numbers or purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.
7. REJECTION: All goods, materials, or services purchased herein are subject to approval by the University of Idaho. Any rejection of goods, materials, or services resulting from nonconformity to the terms, conditions or specifications of this order, whether the goods are held by the University of Idaho or returned, will be at Contractor's risk and expense.
8. QUALITY STANDARDS: Brand names, models, and specifications referenced in herein are meant to establish a minimum standard of quality, performance, or use required by the University. No substitutions will be permitted without written authorization of the University of Idaho Department of Purchasing Services.
9. WARRANTIES: Contractor warrants that all products delivered under this order shall be new, unless otherwise specified, free from defects in material and workmanship, and shall be fit for the intended purpose. All products found defective shall be replaced by the Contractor upon notification by the University of Idaho. All costs of replacement, including shipping charges, are to be borne by the Contractor.
10. PAYMENT, CASH DISCOUNT: Invoices will not be processed for payment nor will the period of computation for cash discount commence until receipt of a properly completed invoice or invoiced items are received and accepted, whichever is later. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized. Payment shall not be considered late if a check or warrant is available or mailed within the time specified.
11. LIENS, CLAIMS AND ENCUMBRANCES: Contractor warrants and represents that all the goods and materials delivered herein are free and clear of all liens, claims or encumbrances of any kind.
12. TERMINATION: In the event of a breach by Contractor of any of the provisions of this Agreement, the University of Idaho reserves the right to cancel and terminate this Agreement forthwith upon giving written notice to the Contractor. Contractor shall be liable for damages suffered by the University of Idaho resulting from Contractor's breach of Agreement.
13. TRADEMARKS: Contractor shall not use the name, trade name, trademark, or any other designation of the University, or any contraction, abbreviation, adaptation, or simulation of any of the foregoing, in any advertisement or for any commercial or promotional purpose (other than in performing under this Agreement) without the University's prior written consent in each case.

14. **OSHA REGULATIONS:** Contractor guarantees all items, or services, meet or exceed those requirements and guidelines established by the Occupational Safety and Health Act.
15. **TAXES:** The University of Idaho is exempt from payment of Idaho State Sales and Use Tax. In addition, the University is generally exempt from payment of Federal Excise Tax under a permanent authority from the District Director of the Internal Revenue Service. Exemption certificates will be furnished as required upon written request by Contractor. If Contractor is required to pay any taxes incurred as a result of doing business with the University of Idaho, it shall be solely responsible for the payment of those taxes. If Contractor is performing public works construction, it shall be responsible for payment of all sales and use taxes.
16. **BINDING EFFECT:** This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.
17. **ASSIGNMENTS:** No Agreement, order, or any interest therein shall be transferred by Contractor to any other party without the approval in writing of the Purchasing Manager, University of Idaho. Transfer of an Agreement without approval may cause the rescission of the transferred Agreement at the option of the University of Idaho.
18. **WAIVER:** No covenant, term or condition, or the breach thereof, shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition herein. Acceptance by a party of any performance by another party after the time the same shall have become due shall not constitute a waiver by the first party of the breach or default unless otherwise expressly agreed to in writing.
19. **FORCE MAJEURE:** Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes thereof, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (except for financial ability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.
20. **NO JOINT VENTURE:** Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or employment or agency relationship between the parties.
21. **PRICE WARRANTY FOR COMMERCIAL ITEMS:** Contractor warrants that prices charged to the University of Idaho are based on Contractor's current catalog or market prices of commercial items sold in substantial quantities to the general public and prices charged do not exceed those charged by Contractor to other customers purchasing the same item in like or comparable quantities.
22. **NONDISCRIMINATION:** Contractor represents and agrees that it will not discriminate in the performance of this Agreement or in any matter directly or indirectly related to this Agreement on the basis of race, sex, color, religion, national origin, disability, ancestry, or status as a Vietnam veteran. This non-discrimination requirement includes, but is not limited to, any matter directly or indirectly related to employment. Breach of this covenant may be regarded as a material breach of Agreement.
23. **UNIVERSITY REGULATIONS:** Contractor shall follow and comply with all rules and regulations of the University and the reasonable instructions of University personnel.
24. **GOVERNING LAW:** This Agreement shall be construed in accordance with, and governed by the laws of the State of Idaho. Any legal proceeding related to this Agreement shall be instituted in the courts of the county of Latah, state of Idaho, and Contractor agrees to submit to the jurisdiction of such courts.

UNIVERSITY OF IDAHO - REQUEST FOR PROPOSAL

Exhibit A – Request for Certificate of Insurance from Contractor*

***If bid is awarded to Contractor**

Page 1 of 2

Give this form to your insurance agent / broker

Agents/ Brokers: RETURN A COPY OF THESE INSTRUCTIONS WITH YOUR CERTIFICATE.

Certificates without a copy of these instructions will not be accepted.

Contractor and its subcontractors of any tier (“Insured”) are required to carry the types and limits of insurance shown in this Request, and to provide University of Idaho (“Certificate Holder”) with a Certificate of Insurance within seven (7) days of the signing of this Contract.

- Certificate Holder shall read:

State of Idaho and the Regents of the University of Idaho
Attn: Risk Management
P.O. Box 443162
Moscow, ID 83844-3162

- Description area of certificate shall read: Attn: Contract for Services
- All certificates shall provide for thirty (30) days’ written notice to Certificate Holder prior to cancellation or material change of any insurance referred to in the certificate.
- All insurers shall have a Best’s rating of AV or better and be licensed and admitted in Idaho.
- All policies required shall be written as primary policies and not contributing to nor in excess of any coverage Certificate Holder may choose to maintain.
- All policies (except Workers Compensation and Professional Liability) shall name the following as Additional Insured: The Regents of the University of Idaho, a public corporation, state educational University, and a body politic and corporate organized and existing under the Constitution and laws of the state of Idaho.
- Failure of Certificate Holder to demand a certificate or other evidence of full compliance with these insurance requirements or failure of Certificate Holder to identify a deficiency from evidence that is provided shall not be construed as a waiver of Insured’s obligation to maintain such insurance.
- Failure to maintain the required insurance may result in termination of this grant or contract at the Certificate Holder’s option.
- By requiring this insurance, Certificate Holder does not represent that coverage and limits will necessarily be adequate to protect Insured, and such coverage and limits shall not be deemed as a limitation on Insured’s liability under the terms of the grant or contract.
- A copy of this certificate request must be sent with the Certificate.

UNIVERSITY OF IDAHO - REQUEST FOR PROPOSAL

Exhibit A – Request for Certificate of Insurance from Contractor****If bid is awarded to Contractor****Page 2 of 2**

Required Insurance Coverage. Insured shall obtain insurance of the types and in the amounts described below.

- Commercial General and Umbrella Liability Insurance. Insured shall maintain commercial general liability (CGL), Law Enforcement Liability, and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence and in the aggregate. If such CGL insurance contains a general aggregate limit, it shall apply separately by location and shall not be less than \$1,000,000. CGL insurance shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract. Waiver of subrogation language shall be included. If necessary to provide the required limits, the Commercial General Liability policy's limits may be layered with a Commercial Umbrella or Excess Liability policy.
- Commercial Auto Insurance. Insured shall maintain a Commercial Automobile Policy with a Combined Single Limit of not less than \$1,000,000; Underinsured and Uninsured Motorists limit of not less than \$1,000,000; Comprehensive; Collision; and a Medical Payments limit of not less than \$5,000. Coverage shall include Non-Owned and Hired Car coverage. Waiver of subrogation language shall be included.
- Business Personal Property and/or Personal Property. Insured shall purchase insurance to cover Insured's personal property. In no event shall Certificate Holder be liable for any damage to or loss of personal property sustained by Insured, whether or not insured, even if such loss is caused by the negligence of Certificate Holder, its employees, officers or agents.
- Workers' Compensation. Insured shall maintain all statutorily required Workers Compensation coverages. Coverage shall include Employer's Liability, at minimum limits of \$100,000 / \$500,000 / \$100,000.
- Professional Liability. Insured shall maintain Professional Liability (Errors & Omissions) insurance on a claims made basis, covering claims made during the policy period and reported within three years of the date of occurrence. Limits of liability shall be not less than one million dollars (\$1,000,000).

If you have additional questions, please contact:

Nancy Spink, Risk Management Officer, University of Idaho.
 PH (208) 885-6177. FAX (208) 885-9490
 nspink@uidaho.edu

UNIVERSITY OF IDAHO REQUEST FOR PROPOSALS NO. 09-56J

PROPOSAL RESPONSE CERTIFICATION

1/12/2010

DATE

The undersigned, as Proposer, declares that they have read the Request for Proposals, and that the following proposal is submitted on the basis that the undersigned, the company, and its employees or agents, shall meet, or agree to, all specifications contained therein. It is further acknowledged that addenda numbers 1 to 3 have been received and were examined as part of the RFP document.

BILL TRAUGHBER

Name

Signature

BUSINESS DEVELOPMENT MANAGER

Title

ALLIED BARTON SECURITY SERVICES

Contractor

9466 WEST FAIRVIEW AVE

Street Address

BOISE, ID 83704

City, State, Zip

OFFICE: 208/658-6886 FAX: 208/377-0692

Telephone Number and Fax Number

360/608-1374

Cell Phone Number

BILL.TRAUGHBER@ALLIEDBARTON.COM

E-mail Address

DELEWARE

State of Incorporation

20 2335618

Tax ID Number

Business Classification Type (Please check mark if applicable):

Minority Business Enterprise (MBE) ☐Women Owned Business Enterprise (WBE) ☐Small Business Enterprise (SBE) ☐Veteran Business Enterprise (VBE) ☐Disadvantaged Business Enterprise (DBE) ☐

Business Classification Type is used for tracking purposes, not as criteria for award.

REALIZING WORLD- CLASS SECURITY THROUGH QUALITY PERSONNEL

ALLIEDBARTON®
SECURITY SERVICES



Presented to:
University of Idaho
RFP No. 09-56J

Presented by:
Bill Traugher
Business Development Manager
AlliedBarton Security Services

Date:
January 12, 2010, 4:00 PM Pacific Time

A Security Program for University of Idaho from AlliedBarton Security Services

This security services data, furnished in connection with a request for proposal, shall not be disclosed in whole or in part to any third party. This restriction does not limit the right of University of Idaho to use information contained in the data if it is obtained from another source without restriction.



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We are pleased to present AlliedBarton's capabilities to provide contract security services for the University of Idaho. We recognize that Idaho is exploring options to reconfigure its police and security functions and we present our qualifications to be your partner in those efforts. We do not purport to have the fully crystallized answer to the optimal staffing question; in fact, to make such a claim would be out of line as we believe that together we can determine whether and how we can best work together to achieve your security goals. We have succinctly answered your RFP questions and hope that you find our unparalleled experience in securing college campuses informative to the discussions in Moscow.

Your choice of a contract security provider will be made under the spotlight of concerned students, parents, staff and visitors who are acutely aware and concerned about safety. No choice about resourcing campus security is more important than the qualification, experience, preparation, and deployment of security forces that are integral to the protection of your stakeholders. We look forward to this opportunity to provide a supplemental security solution for University of Idaho.

Why should University of Idaho consider AlliedBarton?

AlliedBarton has made a distinctive commitment to the Higher Education marketplace. Our corporate DNA has been shaped by our services to many of the nation's leading colleges and universities and we will bring that understanding and passion to our services at the University. We know that it takes both a strong local presence and a national commitment to an industry to build a successful security services business. We will bring both to University of Idaho – **a Northwest Region and Idaho District leadership team that understands how to deliver quality security services to college campuses supported by our unparalleled national network of institutions** where we deploy nearly 4,000 officers daily who implement best practices in campus safety each day.

What makes AlliedBarton a leader in the Higher Education marketplace?

Our commitment to the industry is unequalled. **We have more business in Higher Education than all the other security companies in the country combined.** In fact, standing alone our Higher Education business would be the nation's 12th largest security company. We provide thoughtful leadership, participate in programs, and have provided financial support to the industry associations advancing the cause of campus security including IACLEA, ACUHO-I, NACUBO, AGB, ACE, and ASCA. Our officers supplement the campus public safety departments and provide coverage on many research university campuses around the country. These campuses offer the incumbent challenges of maintaining an open environment while being cautious about potential risks to the campus, students, faculty, staff, visitors and property.

What makes AlliedBarton different from the other providers University of Idaho can choose from?

We recognize the importance of your brand and will provide top quality officers who look great, reliably stand their posts, and are trained to deal with the challenges they will incur on campus. Our security will perform their post responsibilities and serve as ambassadors as they greet, provide helpful directions and other assistance in the course of

their duties. Our officers will be trained on the responsibilities that come with their service including how to provide outstanding customer service as well as reduce conflict, manage aggressive behavior, and provide reassurance to the members of your community. Our turnover rate will be lower as our officers will earn good wages and compensation and they will receive unequalled training and will be diligently managed.

We have all of the fundamentals of security management mastered. We've learned that preparation, practice, and diligent management oversight are essential to keeping a campus safer. A recognized leader in continually setting the standard for training and quality, AlliedBarton was the first security services company selected as a *Training* magazine Top 125 training company for four consecutive years. Our continuing professional education program is distinguished by combining fundamental security officer training with industry-specific subjects that help our officers better interact with your students, faculty, staff and campus visitors and to deal with unique threats to college campuses.

This proposal is AlliedBarton's commitment to serve you, your students, faculty, staff and other visitors to the University of Idaho. We look forward to delivering the highest quality and most cost effective program available in Idaho and in the Higher Education industry. If you have any questions please feel free to contact me personally at 360-608-1374 or by email at bill.traughber@alliedbarton.com.

Sincerely,



Bill Traughber
Business Development Manager
Allied Barton Security Services

- A. Response Sheet: The proposal Response Certification (page 4) shall be attached to the front of the proposal and shall contain the Proposer's certification of the submission. An official who has full authority to enter into an Agreement shall sign it.**

Attached to front as per RFP mandates.

B. Background and History: Describe the company, organization, officers or partners, number of employees, and operating policies that would affect this Agreement. State the number of years your organization has been continuously engaged in business.

AlliedBarton is the premier provider of highly trained security personnel to commercial real estate, residential communities, shopping malls, higher education, healthcare, financial, manufacturing and distribution, chemical/petrochemical, government sites and other facilities. Our focus is on quality. We provide reliable protection, customized programs and unparalleled customer service across the country. We are the nation's largest American-owned and managed contract security services firm. Our more than 50,000 employees and 100 offices across the country service a client base of several thousand which includes approximately 200 Fortune 500 companies nationwide. AlliedBarton is headquartered in Conshohocken, PA, and has been American owned and managed since 1957.

The company's parent is Allied Security Holdings LLC. Since August 2008, a majority of Allied Security Holdings' membership interests are held, indirectly, by a subsidiary of The Blackstone Group, one of the world's leading investment and advisory firms.

C. References: The Proposer shall provide a minimum of three (3) references including names of persons who may be contacted, title of person, addresses, phone numbers, and e-mail, where products or services similar in scope to the requirements of this RFP have been provided.

Northeastern University
 Joe Griffin
 Director of Public Safety
 360 Huntington Avenue
 Boston, MA 02115
 (617) 373-4877
j.griffin@neu.edu

We provide a range of supplemental services to this urban university police department including numerous outdoor posts, building and parking lot entrances, and all freshman residence hall access control. Mr. Griffin has been a national leader in developing and deploying the hybrid model of police and security on an urban campus.

The University of Chicago

Marlon Lynch
 Associate VP for Safety and Security
 5640 S. Ellis Avenue L-101
 Chicago, IL 60637
 (773) 702-8144
mclynch@uchicago.edu

We recently assumed responsibility at The University of Chicago for numerous security posts around the campus as part of a reorganization of police and security functions. Chief Lynch has been our client previously at Vanderbilt University and partnered with us again when he assumed his role at U of C one year ago. Chief Lynch is also the current President of IACLEA.

Drexel University

Dominic Ceccanecchio
 Sr Associate Vice President of Public Safety
 3201 Arch Street
 Suite 350
 Philadelphia, PA 19104
 (215) 895-1554
domenic.ceccanecchio@drexel.edu

We perform a wide range of security services in partnership with the Drexel Police Department. As Drexel has nearly doubled in size to a major research university of 20,000 students, we have concurrently evolved our security program. Interestingly, Drexel recently established a fully sworn in-house police department after years of working interdependently with the Philadelphia PD. Mr. Ceccanecchio has additional knowledge of AlliedBarton as he formerly was our contract administrator at the University of Pennsylvania, Drexel's neighbor, and an encyclopedic account for AlliedBarton.

University of South Florida

Tom DiBella, Director of Purchasing and Property Services
 4200 E Fowler Ave
 Tampa, FL 33620
 (813) 974-2481 x3305
tdibella@admin.usf.edu

We supplement the campus police department providing a range of patrol and access control services. Mr. DiBella can uniquely describe the challenges that were initially faced by USF when we assumed responsibility and how the partnership with AlliedBarton has resulted in a safer campus.

D. Experience and Support: Describe Proposer's experience in performing the requested services.

AlliedBarton's commitment to the Higher Education industry is unequalled. **We have more business in Higher Education than all the other security companies in the country combined. In fact, standing alone our Higher Education business would be the nation's 12th largest security company.** We provide thought leadership, participate in programs, and have provided financial support to the industry associations advancing the cause of campus security including IACLEA, ACUHO-I, NACUBO, AGB, ACE, and ASCA. Our corporate DNA has been shaped by our services to many of the nation's leading colleges and universities and we will bring that understanding and passion to our services at University of Idaho.

Our scale as the largest American-owned security company, depth of experience protecting America's colleges and universities, and management follow-through from our Northwest Operations Team to ensure the highest quality contract security force is recruited, vetted, trained, compensated and managed means that University of Idaho's stakeholders can be assured of their safety on and around campus. We bring our knowledge of best practices in guarding institutions that has been gained through decades of experience serving a wide range of university and college clients.

We are honored to serve some of the most pre-eminent universities in the country, including *Penn, the University of Chicago, Stanford, Columbia, NYU, Yale, Johns Hopkins, Duke, Vanderbilt, Washington University, Northwestern, Georgetown, Tufts* and the *University of Southern California*. We provide support for major state universities including *City College of New York, Auburn, SUNY Stony Brook's Southampton Campus, Georgia Tech, the University of South Florida, Temple University, the University of Central Florida, California State University Northridge, the University of Colorado Denver, California State University Long Beach, and the University of Mary Washington* in Virginia.

Today's university campuses require a dynamic approach to mitigate the risks that threaten people and property. Regardless of the strength and wealth of an institution, resources are not unlimited and prudent budgeting requires a university to consider multiple cost-effective strategies. Our large university partners have embraced a strategy of supplementing core resources with dependable and responsive AlliedBarton security professionals. At these institutions we provide foot, bike and motorized patrols, stand posts at academic building and residential hall entrances, provide escort services and generally improve the visibility and accessibility of campus security services. And when demand dictates, supplemental contracted security personnel may be required to fill vital spot roles during special events or in emergencies.

E. Response to Specifications and Proposal Response: Please answer all questions throughout this proposal and provide a clear, concise presentation bringing your expertise and experience to provide a full understanding to the selection committee of your response. The University may award based solely upon this response and may not necessarily request additional information.

3.3 TECHNICAL SPECIFICATIONS AND RISK ANALYSIS

The University would like to establish an optimal balance between commissioned police officers and non-commissioned security personnel. Please describe your experience with this blend in an open campus environment with a high residence population.

More than 20% of America's colleges and universities are now using contract security to help staff all or part of their security programs. Most large institutions use a hybrid strategy that deploys commissioned law enforcement officers supplemented by security officers who perform more routine functions such as access control (gatehouses, academic building and residence halls control desks are the most typical assignments), routine patrols and escorts, parking enforcement and facility safety.

At AlliedBarton, our partnerships start with a clear definition of your specific expectations of us. Together we create a scope of services that :

- outlines the specific post responsibilities for which we are responsible,
- your expectations for the required competencies of the officers (e.g. customer service skills, knowledge of security and safety fundamentals, first aid, etc.),
- the capacity needed for regular and ad hoc assignments,
- your expectations for how the officers will interact with your community members and how the company's management team will work with you

Our services include access control, building systems monitoring and personal and institutional business continuity support. We ensure compliance with institutional policies, governmental regulations, and our adherence to our own corporate best practices.

Our access control services help ensure that those present on your campus have a legitimate business there. Regardless of your access strategy – from a fully open campus during the day to one with increasing security as the lights go down we can help establish perimeters at the edge of campus and tighten security around targets such as residential halls, institutional collections and other restricted venues – we diligently stand posts that convey your institutional policy for the campus or facility. We offer services and solutions that verify legitimate access, manage visitor access and detect and deter intrusions.

We actively monitor building systems operations and guard against threats to the structures and their occupants. We typically monitor surveillance cameras and dispatch field officers to respond to incidents that we, or intrusion alarm systems detect. We also monitor building systems to determine proper operation, to proactively protect against hazards and to respond

when appropriate. We offer solutions that monitor and report on specific hazards with a watchful eye on issues that affect risk, liability, cost of operations and sustainability.

Our training programs help ensure that our officers are prepared for and ready to respond to all hazards that could threaten the University or individual community members. Our officers are trained to respond to the most common incidents including First Aid, CPR and AED practices as well as complex scenarios including handling confrontations, dealing with fire and being alert to all safety hazards. We plan, practice and revise our operational procedures to ensure readiness. We provide flexible resources to ensure continuous coverage and supplemental resources to fill in during extraordinary circumstances.

We deliver our services locally while supporting our teams nationally. We verify our work to ensure there are no lapses in coverage that could expose our clients to risk and liability. We check on a continuous and periodic basis that we've successfully executed our post orders and that our officers understand their responsibilities. We use real-time verification technologies to verify and report on our work efforts. The bottom line is that our preparation, execution and validation ensure our college and university clients can be assured of the most cost-effective security solutions.

Please describe the functional duties which these two types of security personnel can provide.

There are very distinct roles played by commissioned officers and private security officers. As peace officers, the law enforcement staff is sworn to uphold the law at all times and to use all measures, including deadly force, to ensure the safety of the community. These obligations require a high level of training on legal issues and police tactics that provide the foundation knowledge for performing their duties. While highly trained police officers are often called upon to perform routine security tasks, their real value is in understanding the laws they are sworn to uphold and investigating, apprehending and responding as needed. Our security officers serve as another set of eyes and ears that help deter and detect potential incidents and crimes and they are prepared to assist the responding police with jurisdictional responsibility over the campus. Our officers know what to do in response to all hazards, including medical emergencies, criminal incidents, natural disasters, or any other campus or regional emergency because they understand their roles that have been documented in post orders and procedures and practiced along with police and other emergency responders.

AlliedBarton typically provides a university with licensed, well-trained and well-managed security officers who are prepared, respected, responsive and integral to:

- *Increasing patrol density and creating a visible deterrent* – we provide motorized, bike and foot patrols for general campus building and parking lot surveillance and target critical areas of concern. We observe, detect, report and deter incidents.
- *Ensuring legitimate access* – Our officers create another barrier to entry and conduct a personal check of credentials at residence halls, libraries, athletic facilities, gatehouses, and academic buildings and can handle key control and issuance of

identification badges for access control as well as provide for locking/unlocking services when requested. We also provide checks of parking credentials and issue citations.

- *Improving customer relationships while keeping campus constituents safe* – We provide walking, bike and vehicular security escorts for students, faculty, staff, and visitors, help guide visitors to campus, and provide parking lot and vehicle assists. As first responders, our officers are typically trained in First Aid, AED and CPR.
- *Keeping buildings and grounds safe* – Our officers monitor building systems and alarms to keep campus property safe and secure. We check and report on the functioning of lighting, windows, doors, and the maintenance of campus facilities and landscaping with an eye towards ensuring campus safety.
- *Providing expanded support* – we provide support for campus special events including graduations, guest speakers, performing arts events, and when campus facilities are rented by internal and external customers.

AlliedBarton will typically provide certified, unarmed security officers to patrol, detect safety and security incidents, respond to emergency situations, provide proper reporting of all incidents, and ensure access is granted to those with legitimate business on its campuses including students, faculty, staff and visitors.

Patrols

Our patrols are conducted on foot and we offer options for mobilized patrols – bicycle, personal transport vehicles (e.g. Segways or Chariots) and motor vehicles. During our security patrols, that can be documented through the use of a Guard tour system, we are alert for:

- Fire, HAZMAT, or Explosion Hazards
- Safety Violations
- Unsecured Buildings, Gates, and Barriers
- Criminal Activity
- Property Damage
- Violations of Access Control Policies

We patrol areas in a highly visible, proactive, and professional manner with the aim of discovering and reporting incidents of crime and disorder. We perform security checks on properties and respond to alarms and calls as dispatched by a central command post. We often provide a dispatcher who may also be responsible for monitoring a video surveillance central station.

During routine patrols we open and close doors, windows, gates and restricted areas in accordance with policies and procedures and as directed. We also respond to assignments and emergency situations as directed and make appropriate and timely notifications when necessary. The bottom line – we are vigilant for conditions, situations, and individuals which

threaten the safety of a university community. All of our services and assistance are offered to the campus community, visitors and to those passing through in a professional manner.

We accurately and completely report any incidents that are discovered during our patrol, as a result of video surveillance or through walk-in or call-in reports. We abide by the university's and AlliedBarton's codes of ethics. We understand the importance of projecting a positive image in the campus community and will project a strong brand for the university and AlliedBarton. Our officers understand the importance of "community policing" concepts and work with groups of campus stakeholders as well as individuals to help improve safety awareness and community protection.

Security and Medical Escorts

We offer walking and bike security escort services that can be used by students, faculty, staff and visitors 24 hours a day, 7 days a week upon request. Walking escorts are provided for the purpose of safety and security to all locations within the designated patrol area on and near campus. The primary goal of the walking escort service is to allow safe travel from one location to another with a greater sense of security. We help market and explain the benefits of utilizing this service. We also provide medical escorts for non-life-threatening medical conditions to approved hospitals, emergency rooms, and healthcare centers.

Flexible Staffing

We are flexible to help cover peak times on short term assignment. We understand that there are pre-scheduled and emergency needs for coverage and are prepared to cover both. Our officers on campus are cross-trained, and a flex pool is maintained to supply additional officers to cover open posts and supplement for special events and emergencies. We are also prepared to draw on our security officer resources from throughout the Idaho District and around the Northwest Region.

Training

We understand that training is fundamental to the preparation and continuous reinforcement of job knowledge for our security officers and we implement a comprehensive, well conceived, and accountable training program that includes basic state standards as well as the specific skills required to perform an officer's job. And that training is not just for orientation and start-up, but involves continuous updates and refreshers in the fundamentals, special skills, and awareness of issues e.g. sexual harassment and bloodborne pathogen transmission. Our training includes initial and refresher training for all officers. We also ensure and report to the University's designated contract administrator the status of all training activities including specific courses required to keep certifications current – e.g. first aid, driver's licenses, etc.

While training develops competency, ensuring that all posts are manned all the time is of utmost importance. Having the capacity to provide trained officers to fill-in as well as supplement the security force during special events is essential. And just as officer quality is critical, so too are the fundamentals of contract management including officer supervision and account management so that a university can be ensured that posts will be filled, officers will be coached and developed and the management systems will provide accurate invoicing, accountability for training attendance, etc.

The University supports and encourages the use of a Community Policing concept with officers assigned to foot patrols, bicycle patrols or related duties that bring them into personal and visible contact with students, University staff and faculty. The successful Proposer will focus on a comprehensive approach that provides the University with loss prevention, mitigation and response related to the security and law enforcement needs of the University

We also believe in and practice Community Policing concepts and significant interaction with the campus community. We prescreen candidates to ensure that they are a good cultural fit for the University and that they have personalities that are outgoing and friendly. We recognize an officer must be respectful and responsible to be respected.

We recognize the importance of your brand and will provide top quality officers who look great, reliably stand their posts, and are trained to deal with the challenges they will incur on campus. Security officers are an integral part of the University's brand experience and serve as ambassadors as they greet, provide helpful directions and other assistance in the course of their duties. Our officers will be trained on the responsibilities that come with their service including how to provide outstanding customer service as well as reduce conflict, manage aggressive behavior, and provide reassurance to the members of your community.

3.3.1 Staffing and Training Requirements

Please describe your hiring procedures, background checks, qualifications and continuing training requirements of staff.

We will recruit for the right security officer for University of Idaho - someone with the training, interpersonal skills and security knowledge to become an integral part of your community. AlliedBarton's screening process is extensive. Our background testing and employment and citizenship verification policies are followed to the letter.

Additionally, our management is actively involved in the screening process to ensure we are hiring candidates who are truly the best fit for us, and you. A clean record is not enough to grant a candidate the privilege of representing University of Idaho's brand or wearing the AlliedBarton name on their sleeve. Motivation, an attentive nature, strong interpersonal skills and a desire to build or grow a career in security services are also key characteristics.

Recruiting - We offer specialized training and certification for our recruiters to ensure our pre-screened applicants are of the highest level of reliability and competency. Certified AlliedBarton Recruiter training focuses on quality versus quantity hires, ensuring new hires meet our minimum security officer quality standards, ensuring the right fit in client placement, meeting contractual requirements and improving employee retention. AlliedBarton's recruiters are certified after completing the Recruitment Community Basic Course and passing the accompanying exam. Once certified, recruiters further their education through self-study programs and district-specific training with their regional HR Director.

We continually and proactively seek out candidates for security officer and supervisor positions based on stringent corporate standards. In addition, University of Idaho's specific needs are incorporated into our recruitment, screening and hiring processes. At AlliedBarton, we are committed to understanding your site-specific needs and recruit by position and post.

Some of the many recruitment resources we actively utilize include:

- AlliedBarton's own recruiting website, GreatSecurityJobs.com
- Civic Organizations
- Colleges, Universities and Technical Schools
- Employee Referrals
- Job Fairs
- Newspaper Advertising
- Online Search Engines (Career Builder.com, OperationHeroForHire.com, Monster.com)
- Open Houses
- Police and Fire Departments
- Former Military in Transition and Reservists
- Professional Networking with Member Organizations
- Promotion from Within
- Rescue Squads
- Senior Associations
- State Employment Departments
- Veterans Administration and Other Veterans Organizations

Utilizing an automated Applicant Tracking System allows AlliedBarton to quickly locate the best available security officer candidates for University of Idaho. Talent management and applicant tracking are processed through our Applicant Tracking System. This includes:

- Requisition management
- Career website hosting (for external and internal job seekers)
- Automated e-media posting
- Candidate sourcing capability
- Application tracking
- Automated background checking features

In addition, this system documents and reports EEOC data, affirmative action requirements, hiring trends, candidate source data and recruiter work flows.

Screening - Our comprehensive screening processes are designed to ensure we employ only the best-qualified, most accurately matched individuals for your security program. For instance, significant managerial time is invested in each candidate during the evaluation process to ensure the best candidates are recruited and hired for your specific openings.

Initial Screening

Initial conversations with applicants provide an opportunity to evaluate whether they fit several basic requirements including demeanor, attitude and communications skills. Qualified candidates are invited to formally interview with a member of our district office recruiting team.

Application Review & Assessment

Careful analysis of completed applications focuses on work history, stability and gaps in employment. In addition, the application process includes a multi-purpose questionnaire that is utilized to assess written communication skills. It also includes questions about AlliedBarton's Core Purpose and Values to determine whether an applicant's personal character is in-line with the company's values.

Interviews

Multiple interviews are conducted by different members of the district office staff to broaden the base of assessment for each candidate as required. Candidates progressing beyond this level are invited to attend our orientation and training program.

Education and Employment Verification (Reference Checks)

AlliedBarton verifies and documents high school diplomas or GED certificates or highest degrees obtained. Likewise, a minimum of two previous employers (when applicable) including military DD214 and current employer (after an offer has been extended) are also verified.

I-9

An I-9, or employment verification form, must be completed for all AlliedBarton employees to present proof of citizenship or authorized alien status.

Security Officer Basic Course

The Security Officer Basic Course (SOBC) is designed to train candidates on the fundamentals of the security industry. The course is available online as well as in a classroom setting. Candidates must successfully complete SOBC, including passing a final exam, before being hired.

Criminal Background Checks

Prior to being hired, each employee undergoes a comprehensive criminal records check. Statewide criminal checks are conducted as well as National checks when required. Our stringent hiring standards include: no felony convictions, no major misdemeanors, no arrests with prosecution pending and no dishonorable discharge (where permitted by state law).

Social Security Checks

As an additional measure of precaution, we run Social Security checks on each candidate to verify their identity.

Pre-employment Drug Testing

All AlliedBarton candidates, as permitted by law, undergo a five-panel drug test prior to hire. The five-panel tests are provided through First Advantage and test for marijuana, cocaine, amphetamines, morphine and PCP. Preferred testing for five-panel is oral fluid. Note: On-site ten-panel tests, as well as off-site five-panel or ten-panel tests, are available at an additional charge. AlliedBarton also has the ability to perform hair follicle testing, alcohol testing, etc. at an additional cost.

We will provide properly trained, knowledgeable security officers to staff the posts you specify. The staffing assignments will be configured to maintain consistency, wherever possible, of the officers assigned to a location so that they are familiar not only with post orders but with the facilities and management team at each location.

The University shall participate in the selection of the commander, and shall have the ability to request a replacement commander if, in the University's judgment, the commander's performance is unsatisfactory. The University shall have the ability to request replacement officers and staff if, in the University's judgment, the performance of any officer or staff is unsatisfactory.

We recognize the importance of the posts that we will assume and want the input from University of Idaho's management team to proceed with the hiring of any commander or officer to work on campus. This is not implying that the University has an employer relationship with our staff – it is necessary because we want to ensure that the right people are hired to serve University of Idaho. This also does not in any way impinge the right for the University to request at any time and for any reason to remove an officer from their post at University of Idaho.

An agreement between the University and any peace officer agency and/or security firm is not to be construed in any way to void, limit, or restrict the authority vested in the peace officer agency regarding police services and general law enforcement.

Agreed.

An agreement between the University and any peace officer agency and/or security firm is not to be construed in any way to limit the authority vested in the Board of Regents of the University of Idaho, by the Idaho Constitution and by the Idaho Code, to exercise general supervision of the University of Idaho.

Agreed.

Anticipated hours of operation are 24 hours a day, 7 day a week year round. Please describe an optimal staffing level of commissioned and/or non-commissioned personnel to maintain appropriate protection, response and deterrent levels to the campus community. The campus is to be covered by Proposer personnel at all times. Include the ability to have staff available to monitor surveillance and security cameras and alarms, including but not limited to fire, elevator, access/security, panic and environmental systems.

We recognize that a major objective of this RFP is to determine creative approaches to the mix and responsibilities of law enforcement and security forces. We respect that there is an established relationship with the Moscow PD and that this procurement seeks to review that arrangement to determine other optional and potentially more optimal and cost effective combinations of security staffing and technologies.

We bring much to the table in that discussion. We are prepared to work together with your team to develop staffing and pricing alternatives. We can perform all of the non-commissioned work that you have outlined to help protect the University of Idaho community. Our proposal demonstrates the point of view we bring to the discussion that is informed by our knowledge of the best practices of institutions of similar size and character throughout the country. We stand ready to deploy our management team representing the Northwest Region and Idaho District as well as our national Higher Education resources coordinated by our dedicated Vice President of Higher Education.

We do not presuppose that we can configure that optimal staffing level alone. Together we can discuss options and get truly creative. Every partnership we configure is customized. In the past couple of years we have launched similar initiatives at the University of South Florida, the nation's 9th largest campus, in Tampa; at Auburn University, located in a town of similar size to Moscow and where the University had also outsourced its Police Department to the City; and most recently at The University of Chicago, where we have begun to assume responsibility for numerous security posts as the new administration re-works its mix of police and security personnel. In each case, we have had extensive discussions to determine the scope of efforts, the roles and responsibilities of each partner, and have provided numerous financial scenarios that have been presented, critiqued, amended, and resubmitted as we work to continuously develop a solution that helps keep each campus safer. In addition to our ability to deliver excellent security services, our partners can attest to our ability to develop mutually beneficial programs and then we each have worked to successfully implement the programs.

The successful Proposer will provide training of both commissioned and non-commissioned officers in areas of expertise vital to the comprehensive security of the University, including but not limited to best practices in the areas of sexual assault protocols and investigations, crime prevention, services to non-English speaking populations, and working with diverse populations. Training shall include joint agency exercises, coordinated with the University Emergency and Security Services Officer, that foster a comprehensive response by all security personnel and University staff to respond effectively to emergency situations. Security and emergency preparedness training for students, staff and faculty is considered a vital part of these services to reinforce the perception of a safe community.

We are prepared to provide the University's commissioned and non-commissioned officers training in each of the areas specified above. We will draw extensively from our *School of Higher Education Security* that has been widely recognized for its breadth and depth in treating topics that are unique to Higher Education (diversity, dealing with young adult behavior, understanding Clery and FERPA, etc.) . We will bring the curriculum to the table but we are also prepared to develop and offer additional curriculum drawing on research-based findings in the specialty fields. For example, we would incorporate the University's promulgated policy on dealing with sexual assault with best practices learned by practitioners in the field. We keep much of this material current through our support and participation in numerous advocacy organizations, e.g. ASCA and NASPA and we incorporate that knowledge into updates to the curriculum.

We are pleased to help coordinate and participate in joint agency exercises that help all parties prepare for a wide range of potential hazards. The scope of our support is quite flexible and, depending upon the resources that can be committed to these efforts, we are prepared to provide full-time planning and training resources if the University requires these services.

We can also work with you to develop crime prevention and other awareness programs that can be shared with the community. In addition to training the law enforcement and security staff, we would be prepared to extend that training to the campus community. We can offer these programs in many forms including classroom training, safety tips, web-based videos and podcasts, Web 2.0 tools, etc. We believe that awareness and preparation programs that enlist the entire community are fundamental to any campus safety program.

3.3.2 Vehicles and equipment

The successful commissioned officer Proposer will furnish at minimum two clearly identifiable patrol vehicles. Bicycles and marked or unmarked security vehicles shall also be furnished as appropriate. Describe.

We are prepared to provide the vehicles required to perform our work fully outfitted for the security functions including decals and light bars. We understand the climate issues in Moscow and will work with you to identify the most appropriate vehicle. In recent years, we have made major efforts to provide Green vehicles whenever practical and have deployed hybrids, electric cars and a wide range of personal transport vehicles. We are prepared to

provide police mountain bikes, the officers to patrol on them, and the training that is required to ensure their safe operation. Again, this is an example of how we would collaborate with the University to customize the security solution.

The successful Proposer will provide all necessary personal equipment for police and security officers to include minimally; uniforms, belt and accessories, bullet resistant vest, hand-gun, radio, uniforms, taser as appropriate for assigned personnel. Please describe.

We are not proposing police personnel, however we are prepared to provide all of the uniform needs and any other equipment that the University may require the security officers to have in the performance of their duties. We offer a number of uniform options (see our attached uniform brochure) and we can tailor design as specified by the University.

3.3.3 Communications

Emergency dispatch is currently provided regionally by WHITCOM. WHITCOM or other dispatch services will be included in the bid. If a service other than WHITCOM is used, the Proposer will provide detail on what service will be used and how it will function effectively on behalf of the University. Provided dispatch services will have the goal of promoting timely, accurate and reliable communications with the University community. Dispatch services are often the first line of communication with a member of our University community and should be handled as an opportunity to promote a "community policing" model and improve the image of the University.

We will work with the University to determine the best mix of dispatch service and officer communications. Typically, we monitor the all-agency channels but use a campus based channel to deal with calls for routine service. We can present alternative strategies to use and determine the operational and financial benefits and costs of each approach. There is no single best practice as communications are a function of the mission of the security forces and the campus geography.



Pricing Breakdown

The following pricing is one example of a proposed scenario for University of Idaho and the pricing reflects the following:

Account Manager (40 hours per week)
 Shift Supervisor (128 hours per week)
 Security Officer (336 hours per week)

This scenario is "illustrative" and would be subject to negotiation regarding the exact elements included in the bill rate and items direct billed. As for staffing levels, we are unsure at this point, the specific pattern but we'd most likely utilize an Account Manager, Shift Supervisors and officers in a mix determined by University of Idaho security needs. We hope what we are offering will enable AlliedBarton and University of Idaho Representatives to sit down and discuss competitive wages, bill rates and direct bill items in a transparent manner. We have a vast history in transitioning higher education security and hybrid situations and look forward to open dialogue in developing a security program that is both cost effective and quality oriented.

Pricing to include but not limited to uniforms, 8 hours of on the job training, CPR/1st Aid and AED training and certification, additional equipment as per RFP mandates and refresher training during the year. See direct bill items below.

Annual estimate: \$391,630.72

University of Idaho	Wage Rate Per Hour	Hours Week	Bill Rate Per Hour	Overtime Holiday Per Hour
Account Manager (Salaried)	\$16.35	40	\$22.26	N/A
Shift Supervisor	\$12.50	128	\$17.18	\$25.77
Security Officer	\$9.50	336	\$13.22	\$19.83
Weekly Estimate		504		
Annual Estimate		26,208		
University of Idaho Annual Revenue Estimate: \$391,630.72				
University of Idaho Payment Terms (Negotiable)				

Cost Saving Options

Optional Pre-Payment Discounts (paid by 8th of the month)		
Monthly 1% Discount	\$3,916.31	\$387,714.41
Quarterly 2% Discount	\$7,832.61	\$383,798.11
Annually 3% Discount	\$11,748.92	\$379,881.80

Direct Bill:

- **Medical/Vacation:** As a cost savings to University of Idaho, vacation and medical benefits will be direct billed. Vacation days are accrued during the 1st year of permanent service by the security officer and eligible for vacation after the 1st year, so cost for new employee will not be billed to University of Idaho during the 1st year of service. All full time employees are eligible for medical benefits after 3 months of service. University of Idaho will only incur a cost for medical benefits if the officer/s elects to enroll. The cost for single coverage medical benefits is \$101.54 per month per officer.
- **Vehicle Cost (per vehicle):** AlliedBarton will direct bill University of Idaho not to exceed \$900.00 per month per vehicle. The cost to include but not limited to: Vehicle lease, maintenance, light bar, decals, insurance and replacement vehicle (if needed).
*Cost of gas will be calculated monthly and direct billed to University of Idaho.
- **Bicycle:** The cost for bicycle will be approximately \$250.00 per month to include but not limited to: Cost of Bicycle, maintenance and repairs, bicycle uniform and emergency kit.
- **Communication:** AlliedBarton will work with the University of Idaho to identify the most efficient and cost effective communication devices available. The cost will be direct billed to the University of Idaho.
- **Additional Training:** 8 hours of on the job training, CPR/1st Aid and AED certification and training and 4 hours of refresher training are a part of the bill rate. All training that exceeds this will be direct billed to University of Idaho at standard bill rates above.

*Note that Cost per week does not include overtime or holiday hours

Holiday schedule (or client request)

- | | |
|---------------------|---------------------|
| 1) New Year's Day | 4) Thanksgiving Day |
| 2) Memorial Day | 5) Christmas Day |
| 3) Independence Day | 6) Labor Day |

Note that costs above are for initial coverage arranged with client representative. As coverage on site increases, AlliedBarton reserves the right to revisit these rates with the client to ensure that proper operational structure is in place at client site.



Contract Exceptions/Suggestions

We have reviewed Request For Proposal No. 09-56J for Police and Security Services for the University of Idaho. Our suggested revisions and/or comments are as follows:

Section	Issue	Change
	Proper AlliedBarton contracting entity.	AlliedBarton Security Services LLC
Section 6-3 – Termination for Convenience	It would be preferable if both parties had termination for convenience rights. I would also ask that a party cannot terminate for convenience without giving at least 30 days written notice to the other party	
Section 6-9 – Payment and Acceptance		<p>Add a new fourth paragraph which reads: "The University agrees to pay the Contractor one and one-half percent (1.5 %) per month interest or such maximum amount as permitted by law, whichever is less, on any invoice not paid by its due date."</p> <p>Add a new fifth paragraph which reads: "The billing rates set forth in this Agreement are valid for the first _____ in which the Agreement is in effect. The billing rates thereafter will be increased annually, effective as of the day immediately prior to the anniversary date of the commencement date, in an amount equal to the greater of (i) the percentage increase determined pursuant to the following paragraph and (ii) three percent (3%)."</p>

		<p>Add a new sixth paragraph which reads: "In the event that the Contractor experiences an increase in its costs resulting from any increase, whether or not anticipated, in or resulting from the imposition of: (1) Federal, state or local taxes, levies, or required withholdings imposed or assessed on amounts payable to the Contractor hereunder or by the Contractor to its personnel, or (2) Federal, state or local minimum wage rates, mandated paid time off and/or sick leave, changes in overtime wage regulations, uniform maintenance expenses or other required employee allowances, licensing fees, or wage and benefit costs under collective bargaining agreements and/or (3) costs related to benefits, insurance and/or workers' compensation, the billing rates shall be increased by a percentage equal to the percentage increase in the Contractor's costs resulting from the items set forth in sub-clauses (1), (2) and (3) of this paragraph. The Contractor will provide the University notice of such change in the billing rate.</p> <p>Notwithstanding anything contained in this Section to the contrary, the Contractor may pass through the costs set forth in sub-clauses (1)-(3) of this paragraph to the University upon occurrence and the University shall pay the Contractor for such costs."</p>
Section 6-19 – Contractor Representations		<p>Add to the end of the existing section: "The Contractor does not warrant or guarantee that the</p>

		services constitute complete security at the University's location(s) so as to prevent any incident, loss, theft, damage or injury (including death). The University agrees that the Contractor has not been engaged as a security consultant with respect to any location."
Section 6-34 – Accounting, Audit		Add to the end of the section: "over the prior twelve (12) month period, at its expense. The Contractor reserves the right to require a confidentiality agreement directly with the auditor and/or auditing firm prior to granting access to its relevant records."
Section 6-37 – Limitation of Liability		Add a new section which reads: "Notwithstanding anything contained in this Agreement to the contrary, should the Contractor be found liable for any losses hereunder for any reason, the sole and exclusive remedy of the University in any situation, whether in contract or tort, or otherwise, shall be limited to the University's actual and direct damages, and shall in no event exceed the amounts invoiced and paid by the University to the Contractor. Under no circumstances will the Contractor be liable to the University, or any other person or entity, for consequential, incidental, indirect or punitive damages, or for lost profits."
Section 6-38 – Federal Safety Act	Add a reference to the Federal Safety Act	Add a new section which reads: "The Contractor has received a Certificate of SAFETY Act Designation from the Department of Homeland Security, which identifies the Contractor's physical security guard services

		<p>as a Qualified Anti-terrorism Technology ("QATT"). In some cases, the Contractor may be utilizing QATT in performing services under this Agreement, either in their entirety or in combination with other, non-SAFETY Act covered services. Where this QATT has been deployed in defense against, response or recovery from an act of terrorism as that latter term is defined under the SAFETY Act (as herein defined), the Contractor and the University, purchaser of the QATT, agree to waive all claims against each other, including their officers, directors, agents or other representatives, arising out of the manufacture, sale, use or operation of the QATT, and further agree that each is responsible for losses, including business interruption losses, that its sustains, or for losses sustained by its own employees resulting from an activity arising out of such act of terrorism. "SAFETY Act" is defined as the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444, as amended. The provision shall apply throughout the term of this Agreement, regardless of whether the Contractor should cease to have SAFETY Act coverage for these services for any reason."</p>
Section 7-2 – Indemnification	Some minor clean-ups are recommended.	<p>The following modifications should be made:</p> <ul style="list-style-type: none"> - insert the words "to the extent" in line 4 of the first paragraph between the words "or" and

		<p>“arising”</p> <ul style="list-style-type: none"> - replace the words “act, negligence” in line 4 of the first paragraph with the words “negligent act” - delete the remainder of the first paragraph after the word “expense” in line 6
Section 7-3 – Insurance	Miscellaneous insurance clean-ups	<p>The following modifications should be made:</p> <ul style="list-style-type: none"> - insert the word “adverse” in line 7 of subsection 7.3.1.1 between the words “material” and “change” - in subsection 7.3.1.2 delete the word “certified” from line 1 and the words “and endorsements” from lines 1 and 2 - in subsection 7.3.1.3 replace “AV” in line 2 with “A-, V” and replace the words “licensed and admitted” in line 2 with the words “authorized to provide insurance coverage” - in subsection 7.3.1.4 insert the words “to the extent of the Contractor’s negligent performance of the services up to the insurance limits in this Agreement” in line 2 after the word “Insured” and before the period - in subsection 7.3.2.1 delete the words “not less than” in line 3, delete the words “apply separately by location and shall not” from line 4 and delete the words “less than” from line 5

		<ul style="list-style-type: none">- delete the words "not less than" each time they appear in subsection 7.3.2.2- in subsection 7.3.2.3 replace the word "even" in line 4 with the word "except"- delete the words "not less than" from line 4 of subsection 7.3.2.4- delete subsection 7.3.2.4 in its entirety (coverage is provided under the CGL policy)- (similar changes to above need to be made to Exhibit A, as applicable)

ACORD CERTIFICATE OF LIABILITY INSURANCE						DATE (MM/DD/YYYY) 08/22/2008	
PRODUCER Aon Risk Services Northeast, Inc. fka Aon Risk Services, Inc. of New York 199 Water Street New York NY 10038-3551 USA				THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
INSURED AlliedBarton Security Services LLC Allied Security Holdings LLC, Allied Barton Security Services LP, AB Capital Holdings LLC, AB Intermediate, INC. 161 Washington Street, Suite 600 Conshohocken PA 19428 USA				INSURERS AFFORDING COVERAGE		NAIC #	
PHONE: (866) 283-7122 FAX: (847) 953-5390				INSURER A: Zurich American Ins Co		16535	
INSURER B: American Guarantee & Liability Ins Co				26247		INSURER C: Lexington Insurance Company	
INSURER D:						INSURER E:	
COVERAGES SIR May Apply							
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
LIMITS SHOWN ARE AS REQUESTED							
INSR LTR	ADDITIONAL INSURER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
C		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	0867863	08/01/08	08/01/09	EACH OCCURRENCE	\$1,500,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,500,000
						MED EXP (Any one person)	Excluded
						PERSONAL & ADV INJURY	\$1,500,000
						GENERAL AGGREGATE	\$4,500,000
						PRODUCTS - COMP/OP AGG	\$1,500,000
						SIR	\$500,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON OWNED AUTOS _____	BAP293636808	08/01/08	08/01/09	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO _____				AUTO ONLY - EA ACCIDENT	
						OTHER THAN AUTO ONLY: EA ACC	
						AGG	
		EXCESS UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE _____ <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION				EACH OCCURRENCE	
						AGGREGATE	
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC293636608 AOS WC293636508 WI	08/01/08	08/01/09	X WC STATUTORY LIMITS	OTH-IR
A				08/01/08	08/01/09	E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE-EA EMPLOYEE	\$1,000,000
						E.L. DISEASE-POLICY LIMIT	\$1,000,000
		OTHER					
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS Evidence of Insurance Only.							
CERTIFICATE HOLDER AlliedBarton Security Services LLC Allied Security Holdings LLC, Allied Barton Security Services LP, AB Capital Holdings LLC and AB Intermediate, INC. 161 Washington St., Suite 600 Conshohocken PA 19428 USA				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURED, ITS AGENTS OR REPRESENTATIVES.			
AUTHORIZED REPRESENTATIVE				<i>Aon Risk Services Northeast Inc.</i>			
ACORD 25 (2001/08)				ACORD CORPORATION 1988			

Holder Identifier :

Certificate No : 570030177257

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/22/2008

PRODUCER

Marsh USA Inc.
TWO LOGAN SQUARE
PHILADELPHIA, PA 19103-2797

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

022721-ALL-BOTH-08-09

INSURERS AFFORDING COVERAGE

NAIC #

INSURED

AB CAPITAL HOLDINGS LLC
ALLIED SECURITY HOLDINGS LLC
ALLIEDBARTON SECURITY SERVICES LP
ALLIEDBARTON SECURITY SERVICES LLC
(SEE ATTACHED FOR ADDITIONAL NAMED INSURED)
161 WASHINGTON STREET, SUITE 600
CONSHOHOCKEN, PA 19428

INSURER A: ACE American Insurance Company

22667

INSURER B: N/A

N/A

INSURER C:

INSURER D:

INSURER E:

COVERAGES

2

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR: INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GENERAL AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$	XOO G24638510	08/21/08	08/21/09	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Re: Evidence of Insurance.

CERTIFICATE HOLDER

CLE-001857287-03

CANCELLATION

AB Capital Holdings LLC
Eight Tower Bridge
161 Washington Street, Suite 600
Conshohocken, PA 19428

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
Mary Radeszewski

Mary Radeszewski

ACORD 25 (2001/08)

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BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 12, 2010

UNIVERSITY OF IDAHO

SUBJECT

Changes in Policies on Promotion and Rank.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section II.G.1.d

BACKGROUND/DISCUSSION

University of Idaho policies on promotion and tenure are found in the Faculty-Staff Handbook (FSH). SBOE/Regents policy II.G.1.d(3) states that institutions must establish criteria for initial appointment to faculty rank and for promotion in rank at the institution. Such criteria must be submitted to the Board for approval, and upon approval must be published and made available to the faculty.

Changes to the University's faculty rank and promotion policies were made in two areas in conjunction with the University's spring semester general faculty meeting. First, the University faculty proposes to change FSH 3560 to address relatively minor inconsistencies in the promotion process.

Second, the University faculty proposes an addition to FSH 1565 for creation of a new faculty rank of "University Distinguished Professor" to acknowledge outstanding academic contributions to the University for excellence in teaching, scholarship, outreach and service. The rank is meant to be significantly honorary for achievement of national and international recognition, and may be conferred on no more than 3 faculty members in any one year. It will carry a minimum annual stipend of \$5,000 per year for 5 years.

In accordance with University of Idaho policies, the policy change proposals first went to the Faculty Senate for review and approval and then were presented to the full faculty. Approval of the full faculty occurred in conjunction with the May 12, 2010, General Faculty Meeting. These policy changes were then presented to the president of the University who has approved them and now presents them to the Regents for approval.

IMPACT

The University anticipates no fiscal impact from the change in FSH 3560. The fiscal impact of the creation of the rank of University Distinguished Professor will come from the proposed 5 year stipend of not less than \$5,000 for each rank conferred; however, the University can control this fiscal impact through the provost who makes the initial determination if and how many conferrals will be recommended, and through the president who exercises the discretion on ultimate conferral.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 12, 2010

ATTACHMENTS

Attachment 1 – Proposed Revisions to FSH 3560 (Promotion)

Page 3

Attachment 2 – Proposed Revisions to FSH 1565 (Univ Dist Prof)

Page 11

STAFF COMMENTS AND RECOMMENDATIONS

The UI has revised two sections of its policy on faculty promotion, and now pursuant to Board policy is seeking Board approval of the revisions. The first revised section contains minor word changes and clarifications related to the faculty promotion process. The second section creates a new faculty rank of “University Distinguished Professor” as described above.

The University represents that the fund source for the stipend will be from gift funds to be generated through a fundraising effort.

Staff recommends approval.

BOARD ACTION

I move to approve changes to University of Idaho policies on faculty promotion and tenure as set forth in the materials submitted to the Board.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

3560

FACULTY PROMOTIONS

PREAMBLE: This section discusses promotion in rank and the procedures by which a faculty member is evaluated, at the department, college, and university level, for a possible promotion. In particular the charge of the University Level Promotions Committee is given (subsection G). This section was an original part of the 1979 Handbook and has been revised in very minor ways several times since. In July 1994 it was more substantively revised: subsections A and B were largely rewritten to emphasize the faculty's responsibility for promotion, G-2 (add a "presumption in favor" of the candidate under certain conditions at the university level) and the last sentence of H (providing feedback to the candidate) added. Again in July 1998 there were substantial revisions to E-2 (making formal the requirement and procedures for an external review), and E-5 and F-5 (providing a feedback loop between candidate and subsequent evaluators). In July 2000 section B was revised to make clear that eligibility for promotion in rank necessitated a history of position descriptions that required activities consistent with the criteria for that rank. In July 2002 section D was edited to clarify promotion schedules at each rank. In July 2007 the form underwent substantial revisions to address enforcement and accountability issues in the UI promotion and tenure process as well as align the form with the Strategic Action Plan. In January 2008 the section underwent some minor editing and revising to bring it into greater conformity with other sections of the Handbook. In July 2008 this section was again revised to reflect recent changes in the faculty position description and evaluation forms that were intended to simplify the forms while better integrating faculty interdisciplinary activities into the evaluation process. Except where otherwise noted, the text is as of July 1996. Further information may be obtained from the Provost's Office (208-885-6448). [rev. 7-00, 7-02, 7-07, 1-08]

CONTENTS:

- A. General
- B. Bases of Evaluation
- C. Responsibility
- D. Schedule
- E. Evaluation and Recommendation at the Unit Level
- F. Review of Recommendations at the College Level
- G. Review of Recommendations at the University Level
- H. Report of Recommendations Forwarded
- I. Appeal
- J. Annual Timetable for Promotion Consideration

A. GENERAL. Promotion to a rank requires the faculty member to meet the requirements for that rank. Responsibility for the effective functioning of promotion procedures rests with faculty and administrators. Decisions are based on thorough and uniform evaluation of the faculty member's performance in relation to the expectations as listed in his/her position description.[1565 C] Performance of university administrative duties as a unit administrator is not a consideration in promotion. [ed. 1-08]

B. BASES OF EVALUATION. Promotion in rank is granted only when there is reasonable assurance, based on performance, that the faculty member will continue to meet the standards for promotion. The faculty member's position description [see FSH 3050], covering the period since appointment to his or her current rank, provides a frame of reference for the unit expectations for satisfactory performance. When the appointment occurs after January 1, the following fiscal year is the first year of the promotion consideration period. In order to form a basis for promotion in rank, the position descriptions must require activity consistent with the criteria for that rank as stated in FSH 1565. The faculty member's professional portfolio and other documents are judged in the context of unit and college by-laws as well as the documents listed in E-2 a and b below. [see also 1565 C]. [rev. 7-00, ed. 1-08]

C. RESPONSIBILITY. The responsibility for submitting recommendations in accordance with the prescribed schedule [see D] falls on the unit administrator or on the dean of the college if the college is not departmentalized. Small units may be joined with others for this purpose. The intent is to secure an adequate body of recommendations

from those concerned and qualified to participate in the evaluation. The procedure involves successive considerations of the candidate, beginning with the faculty member's colleagues at the unit level, and proceeding through the college level to the university level. Interdisciplinary and center administrators are to be included as appropriate. *[rev. 1-08]*

D. SCHEDULE. Consideration of each faculty member for promotion is required according to the following schedule:

D-1. Instructors. Instructors are considered for promotion before the end of the third (in exceptional cases, the fourth) year of full-time service in this rank. Part-time service is not considered in determining the time for mandatory consideration for promotion. Periods of full-time service need not be consecutive; however, if there is an interruption of more than three years' duration in an instructor's full-time service, the instructor and the unit administrator may agree on an adjustment in the amount of full-time service that must be completed before consideration must be given to the instructor's promotion, such adjustment being subject to approval by the provost. If an instructor who is serving full-time with primary responsibilities in teaching is not promoted by the end of the year in which consideration for promotion is mandatory, the following year will be his or her terminal year. The provisions of this paragraph do not apply to the rank of senior instructor, which is, except in very rare instances, a terminal rank that does not lead to promotion to the professorial ranks. *[See 1565 D-1 b]. [ed. 7-00, 7-04]*

D-2. Assistant Professors. Assistant professors are considered for promotion before the end of their sixth year in that rank. When an assistant professor has been considered for promotion and not promoted, he or she will be considered again no less frequently than at five-year intervals. The review may be delayed upon the request of the assistant professor and the concurrence of the unit administrator and the dean. Assistant professors who have served eight years in that rank shall be considered for promotion following the process established in this policy. *[ed. 7-97, ed. 7-02]*

D-3. Associate Professors. Associate professors are considered for promotion before the end of their seventh year in that rank. If review for promotion to full professor is scheduled during the fifth, sixth or seventh full year after the award of tenure then the promotion review may, if it meets substantially similar criteria and goals of the post tenure review, take the place of the periodic performance review required by the board of regents. (RGP IIG 6g) When an associate professor has been considered for promotion and not promoted, he or she should be considered again within five years. The review may be delayed upon the request of the associate professor and the concurrence of the unit administrator and the dean. *[ed. 7-02]*

D-4. Early Consideration for Promotion. In addition to those whose consideration is mandated by this schedule, a faculty member may be considered for promotion at an earlier time if nominated for consideration by a faculty member of the recommending unit whose rank is higher than that of the nominee. It is suggested that the faculty member proposing to make the nomination confer with the administrator concerned on the merits of giving early consideration to the nominee. If it is determined that the nomination is to be made, the evaluation process is initiated by the recommending faculty member using a copy of the form that appears at the end of this section. The remainder of the evaluation process is the same for these additional candidates as it is for those regularly scheduled for consideration. A faculty member may request consideration of himself or herself for promotion but such a request does not require that the evaluation and recommendation process be carried out. *[ed. 7-97, rev. 1-08]*

D-5. Credit for Prior Experience. In cases involving prior equivalent experience, promotion may be considered following less than the usual period of service. In particular, a new faculty member with comparable experience (see 3050 B) from other institutions in relation to the expectations set forth in his/her position description may be granted credit by the provost for such experience up to a maximum of four years.

E. EVALUATION AND RECOMMENDATION AT THE UNIT LEVEL. *[ed. 7-97]*

E-1. Unit Criteria. The faculty of each unit or equivalent unit establishes, as appropriate for the unit, specific criteria that are consistent with criteria in 1565 [E-D](#) for promotion in rank. The criteria shall include a statement regarding the role of interdisciplinary activity. Unit criteria are subject to review by the college standing committee on tenure and promotion for consistency with the college criteria. Such criteria may be revised at any time by a majority vote of the unit faculty, but they must be reviewed for possible changes at intervals not to exceed five years (see FSH 1590). Revisions may not be retroactive but, for promotion evaluation purposes, are considered proportionately in conjunction with criteria that were previously in force. *[rev. 1-08]*

E-2. Formal Promotion Review.

a. The formal evaluation for promotion requires assessing the faculty member's performance in meeting the criteria for promotion. To initiate the formal promotion evaluation, the unit administrator (or college dean if the unit administrator is under consideration for promotion) obtains the position descriptions for the relevant period (maintained in the unit office), annual performance evaluations, and the third year review if conducted while in the current rank, including all narratives, the professional portfolio (from the faculty member), summary scores of the student evaluations of all classes taught (from Institutional Research and Assessment), and the curriculum vitae, and reviews the latter for completeness and accuracy with the faculty member.. *[ren. & rev. 1-08]*

b. The unit administrator will request an evaluation of the candidate's performance from three to five appropriate external reviewers, who should include faculty at peer institutions. Persons asked to write peer reviews should be at, or above, the rank the candidate is seeking. The names of at least two of these reviewers will be selected from a list suggested by the candidate. (Also see External Peer Review Guidelines on the Provost website at <http://www.promo-tenure.uidaho.edu/default.aspx?pid=100100>.) Final selection of external reviewers should take place at the unit level, in accordance with college policy. The letter of request will include the candidate's curriculum vitae, position descriptions for the relevant period (including all narratives), the professional portfolio, and up to four examples of the candidate's scholarly work. In addition, the letter of request shall include instructions that the candidate be evaluated in relation to the candidate's personal context statement and unit and college criteria. When all deliberations within the university are completed, the external reviewers' evaluations will be shown to the faculty member after every effort has been made to ensure the reviewers' anonymity. *[ren. 1-08]*

c. Copies of documents referred to in E-2 a., [and copies of the unit, college, and university criteria for promotion](#) are made available to each person participating in the review at the unit and higher levels. Supplementary material, if any, shall be available for review in the unit office. [See also 3380 D.] The results of the student evaluations of teaching must be carefully weighed and used as a factor in assessing the teaching component in promotion decisions. *[rev. 7-98, ren. 1-08]*

d. A promotion committee shall be formed consistent with unit by-laws. If one is not specified, the structure of the tenure committee as described in FSH 3520 G-4 d. shall be used.

e. Members of the faculty of the candidate's unit (or group of small units joined together for this purpose) whose ranks are higher than that of the candidate are afforded an opportunity to submit their opinions and recommendations on the candidate's promotion on the lower portion of the front page of the prescribed form. The unit administrator making the recommendation will solicit, and address in his/her summary, the evaluative comments regarding the candidate from all faculty members (within the candidate's unit) of a higher rank than the candidate, from interdisciplinary program directors and/or center administrators (if applicable). Any person having a familial or other similar significant relationship with the candidate is not permitted to serve in any capacity in the review process. Each unit is responsible for developing procedures in its bylaws that meet the requirements of this subsection (unit bylaws are subject to review and approval by the provost, see FSH 1590). A copy of the form to be used in transmitting the recommendations made at each stage of evaluation for promotion appears as the last two pages of this section. [See also 3380 D.] *[rev. & ren. 1-08]*

f. The unit administrator completes the first section on the back of the recommendation form. In arriving at a conclusion, the administrator carefully considers the following (particularly as they relate to the factors listed in B): the information obtained from the curriculum vitae, the position descriptions (including all narratives), the conference with the candidate, the recommendations solicited from the candidate's colleagues, the external reviewers, interdisciplinary administrators and/or center administrators (if applicable) and the results of annual student evaluations of teaching (in the cases of teaching members of the faculty). *[ren. 1-08]*

E-3. Forwarding Materials.

a. Before forwarding the materials to the college, the unit administrator shall forward the following to the candidate:

- written findings of the unit and/or committee's ~~report~~[recommendation](#) and vote,

- his or her written recommendation ~~report~~, which shall include strengths as well as weaknesses as perceived at the unit level

The candidate has one week from receipt of the above to provide written clarification if he or she believes his or her record or the unit criteria for promotion have been misinterpreted. Any such clarification is forwarded with the rest of the candidate's materials to the college.

- b. The unit administrator then forwards the following items to the dean:
 - his or her completed copy of the recommendation form for each person considered.
 - the forms submitted by individual faculty members, including responses from external reviewers, interdisciplinary administrators and/or center administrators (if applicable)
 - a summary of votes and any comments
 - Any clarification received from the candidate as noted in "a" above.

E-4. The names of the members of the unit committee are made public after the committee's recommendations have been forwarded.

E-5. Unit Administrator Under Review for Promotion. If a unit administrator is under consideration for promotion, the forms completed by the faculty members concerned, are forwarded directly to the dean and the dean is responsible for making the summary. (See also FSH 3320 C-2) *[ren. 1-08]*

F. REVIEW OF RECOMMENDATIONS AT THE COLLEGE LEVEL.

F-1. College Standing Committee. In each college there is a standing committee on tenure and promotion. The members serve for terms of not less than three years on a staggered basis. The membership of the committee and the method of selection are prescribed in the bylaws of the college. *[rev. 1-08]*

F-2. College Criteria. Each college shall have bylaws, adopted by the college faculty, specifying criteria consistent with FSH 1565 C for granting promotion to specific ranks in that college. The criteria shall include a statement regarding the role ascribed to interdisciplinary activity. College criteria must be compatible with the university-wide criteria as specified in 1565 and section A above and are subject to approval by the provost. The dean or the faculty (by petition of 20 percent or more of the faculty members of the college) may initiate consideration for revision of the criteria at any time. *[rev. 1-08]*

F-3. College Standing Committee Recommendations. The college standing committee makes recommendations to the dean and provost on promotion of individual faculty members.

F-4. Dean's Recommendations. The dean considers the recommendations made by the college's committee on promotion and makes a written recommendation. It is advisable that the dean confer collectively with the unit administrators about the merits of the faculty members whom they are recommending for promotion. Before forwarding the materials to the provost, the findings of the college committee(s) and the dean are relayed in writing to the candidate indicating strengths as well as weaknesses as perceived at the college level. The candidate has one week from receipt of the findings to provide written clarification if he or she believes his or her record or the college criteria for promotion have been misinterpreted. Any such clarification is forwarded with the candidate's materials to the provost. *[rev. 7-98]*

F-5. The names of the members of the college committee are made public after the committee's recommendations have been forwarded.

G. REPORT OF RECOMMENDATIONS FORWARDED. When an administrator forwards a recommendation to the next higher level, he or she simultaneously reports, in writing, the recommendation to the candidate concerned and to those who have submitted recommendations on that candidate. If the recommendation is negative, then reasons for the negative recommendation are transmitted in writing to the candidate. *[ed. 7-97, ren. 1-08]*

H. REVIEW OF RECOMMENDATIONS AT THE UNIVERSITY LEVEL BY THE PROMOTIONS REVIEW COMMITTEE. *[ren. 1-08]*

ATTACHMENT 1

H-1. All individual recommendations, together with the summary recommendations of the unit administrator, the recommendations of the college committee and those of the dean, including all narratives, are forwarded for review by the provost. Any individually signed recommendations are placed in the faculty member's personnel file. *[rev. 1-08]*

H-2. A University Promotions Committee of faculty members, chaired by the provost, is named each year. The committee reviews each promotion recommendation with specific reference to university guidelines and to the criteria established by the unit and college of the faculty member concerned and reflected in the faculty member's position descriptions for the relevant period. ~~†~~This review involves full consideration of the material that was used in making the recommendations at the unit and college levels.

a. One-third of the committee's membership is randomly selected by the provost from the previous year's committee; the remaining members are selected by the provost and the chair and vice chair of the Faculty Senate from nominations submitted by the senate. The random selection of carryover members is done one week before the senate makes its nominations. The delegation representing the College of Letters, Arts and Social Sciences on Faculty Senate nominates six faculty members who should be representative of the breadth of the disciplines within the college.. The delegation representing the College of Agricultural & Life Sciences on Faculty Senate nominates four faculty members from the college--two each from (a) faculty with greater than 50% teaching and research appointments and (b) faculty with greater than 50% University of Idaho Extension appointments. The delegations from each of the other colleges and the Faculty-at-Large each nominate two faculty members from their ~~constituencies~~.

b. Membership of the committee, including carryover members, consists of the provost (chair), three representatives from the College of Letters, Arts and Social Sciences, two representatives from the College of Agricultural & Life Sciences, one representative from each of the other colleges, the vice president for research, the dean of the college of graduate studies, and the vice provost for academic affairs. The provost, the vice president for research, the dean of the college of graduate studies, and the vice provost for academic affairs shall be ex-officio members without vote. Applications of faculty members being considered for promotion from the University Library, Law Library, Counseling and Testing Center, and the University of Idaho Extension will be presented by the University Promotions Committee's representative whose own position most closely matches that of the applicant. The names of the members of the University Promotions Committee will be made public as soon as the committee's recommendations have been forwarded. The chair will conduct voting on candidates by closed ballots. *[rev. 7-97, ren. 1-08]*

H-3. A presumption in favor of promotion shall exist for each candidate who comes to the University Promotions Committee with a favorable recommendation from all of the committees that have considered the matter at the unit and college level, from the unit chair and dean directly involved, and from a majority of the faculty members who submitted a recommendation pursuant to section E-2.d. above. Upon showing that the lower level recommendations were made without due regard for the university criteria for the rank sought pursuant to section 1565, Faculty Ranks and Responsibilities, the presumption shall be overcome, and in such case the University Promotions Committee shall state in writing the reasons for the decision. *[ed. 7-98, ren. 1-08]*

I. APPEAL. ~~When a person is informed (after the recommendations of the University Promotions Committee have been considered) that there has been a~~ If the President's decision is against ~~not to recommend his or her~~ promotion ~~to the regents, the faculty member~~ he or she has the right of appeal. [See 3840.]

J. ANNUAL TIMETABLE FOR PROMOTION CONSIDERATIONS. The process of promotion considerations is carried out annually. The unit level evaluation for promotion begins summer/early fall and shall follow the timetable provided by the provost and published on his website. *[ed. 7-99]*

(Form on next two pages)

UI FACULTY-STAFF HANDBOOK

Chapter III: EMPLOYMENT INFORMATION CONCERNING FACULTY AND STAFF

Section 3560: Faculty Promotions

July 2007

REPORT OF EVALUATION AND RECOMMENDATION
FOR PROMOTION IN FACULTY RANK

Date _____

Name _____ Unit _____

Considered for promotion to the rank of _____

Has served in the rank of _____ since _____

REQUIRED ELEMENTS OF EVALUATION

Having reviewed the candidate's curriculum vitae, position descriptions and annual evaluations (including all narratives), , we concur in their completeness and accuracy. Other documentary material deemed by either of us to be pertinent has been appended to the curriculum vitae.

(Candidate)_____
(Unit Administrator)

Copies of the documents as referenced in E-2 a were made available to the persons or groups called upon to participate in the evaluation of the candidate and to make recommendations on his or her promotion.

(Unit Administrator)_____
(Unit Administrator, (Faculty with joint appointments)_____
Interdisciplinary/Center Administrator (when appropriate)_____
Interdisciplinary/Center Administrator (when appropriate)

===== (cut along these lines) =====

RECOMMENDATIONS

Each reviewing individual enters his/her recommendation below. If there are any considerations that support this conclusion, other than those contained in the records presented to the reviewers, a brief statement of those considerations should be appended.

I judge the candidate's performance of the duties assigned in his or her position description to be:

- _____ ~~excellent~~ exceptional performance
 _____ ~~good~~ performance above expectations
 _____ ~~average~~ performance that meets expectations
 _____ ~~poor~~ performance below expectations
 _____ ~~unsatisfactory~~ unacceptable performance [k1]

I _____ recommend
 _____ do not recommend
 _____ abstain from making a recommendation on the proposed promotion.

(Signature)_____
(Rank)_____
(Unit)

UI FACULTY-STAFF HANDBOOK

Chapter III: EMPLOYMENT INFORMATION CONCERNING FACULTY AND STAFF

Section 3560: Faculty Promotions

July 2007

(Recommendations continue on back of form) Evaluations of the candidate and recommendations on the proposed promotion have been submitted by ____ faculty members. Of these, ____ judged the candidate's performance of assigned duties to be excellent, ____ judged it to be good, ____ average, ____ poor, and ____ unsatisfactory.

Moreover, ____ recommended promotion, ____ recommended against it, and ____ abstained from making a recommendation.

I ____ do ____ do not recommend that the candidate be promoted. [It is suggested that a narrative statement in support of the recommendation be appended.]

(Unit Administrator)

The college committee on promotions ____ does ____ does not recommend the proposed promotion. The committee's vote was: ____ in favor of, and ____ against the promotion, and there were ____ abstentions.

(Committee Chair)

The unit administrators of this college (did)(did not) meet to consider collectively all of the recommendations submitted by the units. The vote of this group was: ____ in favor of, and ____ against the promotion, and there were ____ abstentions.

I ____ do ____ do not recommend that the candidate be promoted. [It is suggested that a narrative statement in support of the recommendation be appended.]

(Dean)

In the university-level review committee, the votes were: ____ in favor of, and ____ against the promotion, and there were ____ abstentions.

(Provost)

I ____ do ____ do not recommend that the candidate be promoted.

(Provost)

I ____ do ____ do not ~~recommend~~ approve ~~that~~ the ~~candidate be~~ promoted.

(President)

UI FACULTY-STAFF HANDBOOK

Chapter III: EMPLOYMENT INFORMATION CONCERNING FACULTY AND STAFF

Section 3560: Faculty Promotions

July 2007

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Proposed addition to FSH 1565 – Ranks and Responsibilities - FS-10-036rev
UNIVERSITY DISTINGUISHED PROFESSOR

The acknowledgment of outstanding academic contributions to the university is appropriate and desirable. The rank of University Distinguished Professor¹ will be bestowed upon University of Idaho faculty in recognition of sustained excellence in teaching, scholarship², outreach, and service. The rank will be held for the remainder of the recipient's active service at the University of Idaho; if the recipient retires while still employed by the University of Idaho, the title University Distinguished Professor Emeritus will be conferred upon retirement. The rank is meant to be highly honorific and therefore will be conferred on no more than three faculty members university-wide in any given academic year. Selection of University Distinguished Professors will reflect the diversity of scholarly fields at the University of Idaho. University Distinguished Faculty will receive a stipend of at least \$5000 per year for five years to be used to enhance salary or support professional activities (e.g., professional travel, student support, equipment, materials and supplies, etc.).

Criteria for Selecting University Distinguished Professors: In general, University Distinguished Professors will have received national and usually international recognition. They will have brought distinction to the University of Idaho via their activities.

Specifically, a University Distinguished Professor will have achieved a superior record, as judged by peers, in the following areas: scholarly, creative, and artistic achievement; breadth and depth of teaching in their discipline; and university service and service involving the application of scholarship, creative, or artistic activities to addressing the needs of one or more external publics.

University Distinguished Professorships will be conferred on members of the UI Faculty who have attained the rank of Professor and have served at the UI a minimum of seven years.

Selection Process: University Distinguished Professorships will be awarded by the President upon recommendation of The University Distinguished Professorship Advisory Committee. The composition of the committee should reflect all dimensions of diversity in the university community. The committee will be appointed by the Provost and will serve three-year terms on a staggered basis. Nominations for committee members will be made by Faculty Senate and the Academic Deans, in consultation with faculty and administrators of departments and schools. Committee members must be tenured professors who themselves have outstanding records of teaching, research and/or outreach.

1. Each year the Provost will determine the maximum number of conferrals of the rank University Distinguished Professor permitted for that year and then request nominations from faculty, deans, directors and department heads.
2. Written nominations will be submitted to the Provost and will include:
 - a. A cover letter making the nomination and providing a brief summary of the candidate's achievements;
 - b. The candidate's *curriculum vitae*, including a list of any significant previous awards;
 - c. Letters of endorsement from the appropriate deans and department heads or directors. The candidate also may include letters of support, as appropriate, from students or from colleagues at the University of Idaho or other institutions.
3. The University Distinguished Professorship Advisory Committee is a standing committee composed of four faculty members and three deans who will review the nominations and make recommendations to the Provost for transmittal to the President.

¹ As a result of Development Fund efforts, endowment support eventually may be obtained for many University Distinguished Fellowships, in which case a name may be added to the title.

² Scholarship in this context includes scholarship of discovery, scholarship of pedagogy, scholarship of application and integration, and artistic creativity.

4. Because the rank of University Distinguished Professorship is intended to be highly honorific, it is possible that in a given year no suitable candidates will be identified.
5. The applications of nominees who are not selected in the first year of nomination will remain active for a total of three years. Nominators will have the opportunity to update their nomination during subsequent years in which their candidate is under consideration.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 12, 2010

UNIVERSITY OF IDAHO

SUBJECT

Approval of Loan Authorizing Resolution - Dan O'Brien Outdoor Track and Field Complex Renovation Project

REFERENCE

August 2006	Information Item, Technical Assessment & Feasibility Study, Proposed University of Idaho Events Pavilion and ASUI Kibbie Activity Center Improvements. Business Affairs and Human Resources Agenda, Section II, Item No. 7, page 14 of the approved minutes.
June 2010	Approval of capital project construction and proposal for loan financing.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Sections V.K.1 and 2.
Section 33-3805, Idaho Code

BACKGROUND/ DISCUSSION

In June 2010, the Board approved construction for the Dan O'Brien Outdoor Track and Field Complex Renovation and Improvements project for a total project cost not to exceed \$2.5 million as well as the University's proposal to use a loan to finance construction.

Consistent with the Board's approval, the University has completed negotiations with Wells Fargo Bank for a loan in the amount of \$2.5 million at a rate not to exceed 5.5%, as well as the documentation for the financing. The University now seeks approval for the formal resolution authorizing the debt and approving the loan documents in accordance with Idaho Code §33-3805.

IMPACT

A conservative estimate of interest (3.245%) and fees (\$20,000) for the loan is \$307,800 over the five year life of the loan. The principal and interest and fees will be paid utilizing a portion of the University's facility fee over the five (5) year period.

ATTACHMENTS

Attachment 1 – Resolution	Page 3
Attachment 2 – Loan Agreement	Page 5
Attachment 3 – Promissory Note	Page 17

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 12, 2010

STAFF COMMENTS AND RECOMMENDATIONS

At its June 2010 meeting the Board voted to approve construction and to obtain loan financing for the University's outdoor track renovations and improvements project. The University's lender, Wells Fargo, has requested a formal debt resolution of the Board for the financing.

The Board's approval to obtain financing stipulated that the rate of interest not exceed 5.5%. The interest rate on the loan brought for Board approval is 3.245%.

Staff recommends approval.

BOARD ACTION

I move to approve the request by the University of Idaho for a resolution of the Board of Regents of the University of Idaho as per Attachment 1 to the Board materials, and hereby adopting said resolution and authorizing the President of the Board and the Bursar of the University of Idaho to execute the same.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

**AUTHORIZING RESOLUTION OF THE BOARD OF
REGENTS OF THE UNIVERSITY OF IDAHO**

A RESOLUTION OF THE BOARD OF REGENTS OF THE UNIVERSITY OF IDAHO, AUTHORIZING THE EXECUTION AND DELIVERY OF LOAN AGREEMENT AND A PROMISSORY NOTE WITH WELLS FARGO BANK, NATIONAL ASSOCIATION AND RELATED DOCUMENTS WITH RESPECT TO THE FINANCING OF CERTAIN IMPROVEMENTS TO THE DAN O'BRIEN OUTDOOR TRACK AND FIELD COMPLEX AT THE UNIVERSITY IN MOSCOW, IDAHO; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.

WHEREAS, THE BOARD OF REGENTS OF THE UNIVERSITY OF IDAHO (the "University"), a body politic and corporate and institution of higher education duly organized, existing and authorized by the Constitution and laws of the State of Idaho, to borrow money and issue notes or bonds to finance the construction and acquisition of certain improvements to the Dan O'Brien Outdoor Track and Field Complex in Moscow, Idaho (the "Project"); and

WHEREAS, the University desires to finance the Project through a Loan Agreement (the "Agreement") and Promissory Note (the "Note") in the amount of up to \$2,500,000 and at the rate of interest described in the Agreement and Note with Wells Fargo Bank, National Association (the "Bank"), evidencing a loan (the "Loan") for the Project;

WHEREAS, in order to finance the Project, the University proposes to enter into the Loan Agreement, Note and certain related documents with the Bank (the "Financing Documents"), the form of which have been presented to the Board of Regents at this meeting; and

WHEREAS, the Board of Regents of the University deems it for the benefit of the University and for the efficient and effective administration thereof to enter into the Financing Documents on the terms and conditions therein provided;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED BY THE BOARD OF REGENTS OF THE UNIVERSITY OF IDAHO as follows:

Section 1. Finding Regarding the Project and Approval of Documents.

The Project is hereby found and determined to be necessary for the proper operation of the University and to be economically feasible. The form, terms and provisions of the Financing Documents are hereby approved in substantially the forms presented at this meeting; and the Bursar of the University is hereby authorized and directed to execute the Financing Documents, together with such changes as the Bursar shall approve and shall not be inconsistent herewith, and to deliver the Financing Documents to the respective parties thereto.

Section 2. Other Actions Authorized.

The officers and employees of the University shall take all action necessary or reasonably required by the parties to the Agreement and all related documents to carry out, give effect to and consummate the transactions contemplated thereby and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Agreement.

Section 3. Severability.

If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 4. Repealer.

All bylaws, orders and resolutions or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance or part thereof.

Section 5. Effective Date.

This Resolution shall be effective immediately upon its approval and adoption.

ADOPTED AND APPROVED by the BOARD OF REGENTS OF THE UNIVERSITY
OF IDAHO this ____th day of August, 2010.

<p>THE REGENTS OF THE UNIVERSITY OF IDAHO</p> <p>By: _____ Printed Name: _____ Title: President, State Board of Education and Board of Regents of the University of Idaho</p> <p>By: _____ Name: _____ Title: Bursar</p>	<p>ATTEST:</p> <p>By: _____ Printed Name: _____ Title: Secretary of The Board</p>
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THE OBLIGATIONS EVIDENCED BY THIS LOAN
AGREEMENT SHALL NOT CONSTITUTE A DEBT, LEGAL,
MORAL, OR OTHERWISE, OF THE STATE OF IDAHO.

LOAN AGREEMENT

THIS LOAN AGREEMENT (the "Agreement"), dated the ____ day of August, 2010, is made by and between The Regents of the University of Idaho, a body politic and corporate and an institution of higher education of the State of Idaho ("Borrower"), whose address is Administration Building, Room 211, Moscow, Idaho 83844-3168, and Wells Fargo Bank, National Association ("Bank"), whose address is 221 South Main Street, Moscow, Idaho 83843.

WITNESSETH:

WHEREAS, Borrower desires to finance the costs of certain improvements to the Dan O'Brien Outdoor Track and Field Complex in Moscow, Idaho (the "Project"), owned by the University of Idaho (the "University"); and

WHEREAS, Borrower has requested Bank to make a loan to Borrower in the form of a non-revolving line of credit to finance the Project upon the terms, covenants, and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereto do hereby covenant, contract, and agree to and with each other as follows:

1. LOAN.

1.1 Commitment. Bank agrees to loan funds to Borrower to be used by Borrower to finance the Project. The aggregate principal amount of such loan shall not exceed the amount of Two Million Five Hundred and No/100 Dollars (\$2,500,000) (the "Loan"). It is understood that this commitment is not a revolving commitment and that, under the terms of the Note (defined in Section 1.2), Borrower may receive advances up to the Loan but may not reborrow any advances which have been repaid. Nothing herein shall limit the Borrower's right to prepay, without penalty, all or part of the indebtedness at any time.

1.2 Promissory Note. Borrower shall execute a promissory note (the "Note") in the amount of Two Million Five Hundred and No/100 Dollars (\$2,500,000), in the form attached hereto as Exhibit A. Interest on each of the advances, from time to time outstanding, will be payable at a fixed rate pursuant to Section 1.5 hereunder. Interest shall be payable quarterly in arrears. The initial payment of interest from the date of the first advance shall be due on December 31, 2010. Principal shall be due and payable quarterly based on a five-year amortization beginning December 31, 2011. The Note is issued under the provisions of Title 33,

chapter 38, Idaho Code, for the purpose of financing the Project, and for the payment of expenses properly incident thereto and to the issuance of the Note.

The Note is a limited obligation of the Borrower payable solely in accordance with the terms hereof and thereof and is not an obligation, general, special, or otherwise, of the State of Idaho, does not constitute a debt, legal, moral, or otherwise, of the State of Idaho, and is not enforceable against the State; nor shall payment thereof be enforceable out of any funds of the Borrower other than rental income and other revenues, fees, charges, and other monies legally available therefor.

1.3 Method of Making Loan. During the term of this Agreement, Borrower may request advances under the Note as needed. Borrower may make a single request to include all costs related to the Project; however, the amount requested by Borrower may be advanced in several advances to meet the payment terms of the payments due with respect to the Project. Each drawdown request shall be in the form of the Disbursement Request attached hereto as Exhibit B and shall be made to the Bank in writing, shall be signed by the required parties, and shall be supported by such other information as the Bank may reasonably request.

1.4 Collateral. Advances made hereunder will be unsecured.

1.5 Interest Rate.

(a) Bank Qualified: The interest rate on the Note, which has been designated as a qualified tax-exempt obligation under Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), and on each advance thereunder is a fixed rate of _____ percent (____%) per annum. Interest on the outstanding balance shall be calculated on the basis of a three hundred sixty-five/three hundred sixty (365/360) day year for the actual number of days elapsed.

(b) Non-Bank Qualified: In the event the Note becomes ineligible for designation as a qualified tax-exempt obligation under Section 265(b)(3) of the Code, the interest rate on the Note shall be _____ percent (____%) per annum.

(c) Taxable: Upon a Determination of Taxability (as defined below), the Borrower agrees to modify the Note to provide for an interest rate equal to the greater of (i) five percent (5%), or (ii) the Bank's prime rate plus one hundred (100) basis points (the "Taxable Rate"), effective as of the date of Determination of Taxability and the Borrower shall pay to the Bank on demand an amount equal to (a) the difference between the rate of interest paid on the Note and the Taxable Rate for the period from the date the Note became taxable to the date the principal amount hereof is repaid in full, and (b) the amount equal to the sum of (x) any interest and any penalties, additions to tax and additional amounts payable under Chapter 68 of the Code or any successor provisions thereto which are payable to the United States as a consequence of the failure to include the interest on the Note in the federal gross income of the Bank, and (y) an amount equal to all taxes, fees or other charges attributable to the receipt by the Bank (calculated at the

maximum rate applicable to the Bank) of the amounts under (x) that are not deductible for federal income tax purposes.

“Determination of Taxability” means the final adoption of legislation or regulations or the rendering of a final decree or judgment of any court of competent jurisdiction or a final action of the Internal Revenue Service determining that the interest paid or payable on the Note is or was includable in the gross income of the owner thereof for federal income tax purposes under the Code; provided, however, that no decree or judgment by any court or action of the Internal Revenue Service shall be considered final unless (a) the Bank gives the Borrower prompt notice of the commencement of the proceedings which could result in any such decree, judgment or action and, if the Borrower agrees to pay all expenses and liabilities in connection therewith, offers the Borrower the opportunity to control the defense thereof and (b) either (i) the Borrower does not agree within thirty (30) days to pay such expenses and liabilities and to control such defense or (ii) the Borrower shall exhaust all available proceedings for the contest, review, appeal or rehearing of such decree, judgment or action.

1.6 Term. The Note of the Borrower shall mature August 31, 2016, irrespective of the date of the first advance.

1.7 Conditions Precedent to Initial Draw on the Loan. Prior to funding the initial draw on the Loan, the Bank must have received on or before the day of, and as a condition to, the following duly executed or appropriately certified, in form and substance satisfactory to the Bank:

- (a) A completed Disbursement Request in the form attached hereto as Exhibit B;
- (b) A legal opinion from bond counsel in form acceptable to Bank’s counsel, addressing (i) authorization and validity of the Note and this Agreement; and (ii) the tax exempt status of the Note.
- (c) An executed copy of this Agreement and the original executed Note.
- (d) An executed copy of the Resolution of the Borrower approving the Loan.
- (e) Project budget in a form satisfactory to the Bank.
- (f) Establishment of automatic withdrawal of principal and interest payments from a checking account established at the Bank.

(g) Such other documents, instruments, financial statements of the Borrower, appraisals (in MAI format), cash flow projections for the Project, approvals of governmental agencies, or opinions as the Bank may reasonably request.

1.8 Loan Fee and Fee of Bank's Counsel. Borrower shall pay Bank a fee of \$12,500 upon the first advance under the Note. Borrower shall pay the fees of Bank counsel up to \$7,500.

1.9 Security Interest and Right of Setoff. The Bank's right of setoff and security interest in the Borrower's funds held by the Bank shall be limited to the Borrower's unrestricted funds, which shall be determined by the Borrower in its reasonable discretion.

2. GENERAL WARRANTIES OF BORROWER. Borrower warrants, as a condition on a continuing basis precedent to each advance, that:

2.1 Status and Authority. The Borrower is an institution of higher education, a body politic and corporate and a separate and independent legal entity of the State of Idaho, validly organized and existing under the Constitution and laws of the State of Idaho. Borrower has the power to execute, deliver, and carry out, as the case may be, the terms and provisions of this Agreement and the Note, and all documents and instruments in connection with or incidental hereto on their part, to be executed, delivered, or carried out, and has taken all necessary action to authorize the execution, delivery, and performance thereof, the borrowing hereunder, and the making and delivery of the Note and each and every other document or instrument delivered hereunder. This Agreement, and the Note and other documents and instruments issued or to be issued hereunder when executed and delivered pursuant hereto, constitute and will constitute the authorized, valid, and legally binding obligations of Borrower in accordance with their respective terms under the substantive law of Idaho in the procedures and courts hereinafter described.

2.2 Financial Statements. The financial statements of the Borrower for the fiscal year ending June 30, 2009, furnished to Bank by Borrower are true and correct to the best of Borrower's knowledge and belief, and no substantial adverse change has taken place since the date thereof.

2.3 No Default. Borrower is not in default under any material provisions of any material agreement to which it is a party, and neither the execution and delivery of this Agreement or the Note, or other documents or instruments incidental thereto, nor the consummation of the transactions herein and therein contemplated, nor compliance with the terms and provisions hereof or thereof, will violate any material provision of law or any applicable regulation or adopted constitution, bylaw, ordinance, regulation, code, program, plan, custom, or contract of any order, writ, injunction, or decree of any court or governmental department, commission, board, bureau, agency, or instrumentality, or will conflict or will be inconsistent with or will result in any breach of any of the material terms, covenants, conditions, or provisions of, or constitute default under or result in the creation or imposition of (or the obligation to impose) any lien, charge, or encumbrance upon any of the property or assets of Borrower. For purposes of this Section 2.3, "material" shall include only such facts,

circumstances, or occurrences which taken as a whole would adversely affect the ability of the Borrower to repay the sums advanced under this Agreement and the Note. No order, consent, approval, or authorization of any governmental or public entity or body, agency, commission, or board is necessary for the consummation of the transactions contemplated by this Agreement.

2.4 No Litigation. No action, suit, proceeding or investigation at law or in equity against the Borrower is pending, or to the Borrower's knowledge threatened, against the Borrower in any court or administrative body contesting the due organization or valid existence of the Borrower or the validity, due authorization or execution of the Note, this Agreement, or affecting the tax-exempt status of the interest on the Note or the proceedings or the authority under which the Note is issued.

2.5 Project. The Project shall constitute a "project" within the meaning of Idaho Code § 33-3802.

3. AFFIRMATIVE COVENANTS. Throughout the course of this Agreement and until the Note is fully and finally paid, Borrower agrees to:

3.1 Compliance. Comply with all of the terms, conditions, and provisions set forth herein and all instruments or agreements executed hereto, with or in favor of Bank.

3.2 Maintenance of Insurance. Borrower shall maintain, or cause to be maintained, general public liability insurance and fire extended coverage insurance on the Project in such form and amounts as are consistent with industry practice and as approved by the Bank. The Borrower will furnish to the Bank such evidence of insurance as the Bank may require.

3.3 Books and Records. Maintain adequate books and records of account on a consistent basis in accordance with generally accepted accounting principles (GAAP), permit any representative of Bank at any reasonable time to inspect, audit and examine books and inspect the property of Borrower. At least annually, and more often if Bank deems it necessary, Bank examiners may examine and audit Borrower's books and records.

Before making the initial advance under this Agreement, Bank may verify, to the extent it deems necessary, through an examination and audit of Borrower's books and records by Bank's examiners, that Borrower is maintaining its respective books and records in accordance with GAAP and that Borrower's representations contained in this Agreement with respect to financial records and reports and Borrower's financial condition are true and correct as of the date of the examination.

3.4 Compliance with Laws. Borrower is in compliance with:

(a) All laws, statutes, codes, acts, ordinances, rules, regulations, directions and requirements, including all environmental laws and the Employee Retirement Income Security Act of 1974, of all Federal, state, county, municipal and

other governments, departments, commissions, boards, courts, authorities, officials and officers, domestic and foreign, applicable to it and where the failure to observe or comply would have a material adverse effect on the condition, financial or otherwise, of Borrower; and

(b) All orders, judgments, decrees, injunctions, certificates, franchises, permits, licenses and authorizations of all Federal, state, county, municipal and other governments, departments, commissions, boards, courts, authorities, officials and officers, domestic and foreign, applicable to Borrower and where the failure to observe or comply would have a material adverse effect on the condition, financial or otherwise, of Borrower.

3.5 Reports. Borrower shall provide to Bank the following information at the following times:

(a) Within one hundred eighty (180) days after the end of the Borrower's fiscal year, Borrower shall provide to Bank an audited annual financial statement;

(b) Borrower shall furnish such supplemental information or documentation with respect to its financial condition and operations as Bank may from time to time reasonably request, and shall report any and all material changes in accounting or reporting methods.

3.6 Coverage of the Loan Balance. As of each fiscal year end of the Borrower (the "Testing Date"), the Borrower shall demonstrate that it has Unrestricted Net Assets identified in the Statement of Net Assets in the Borrower's audited financial statements in excess of 1.5 times the outstanding principal balance of the Loan. In the interim periods following each Testing Date, the Borrower shall be free to maintain such Unrestricted Net Assets at its discretion.

3.7 Conduct of Business. Borrower shall conduct its business and affairs in a prudent manner in compliance with all applicable federal, state, county, and municipal laws, rules, and regulations.

3.8 Litigation. Borrower shall promptly inform Bank of any material (as defined in Section 2.3) litigation against Borrower or any other events which may adversely affect Borrower's business operations or financial condition.

3.9 Notice of Default. Borrower will notify Bank immediately if it becomes aware of the occurrence of any event of default or of any fact, condition, or event that only with the giving of notice or passage of time, or both, could become an event of default, or of the failure of the Borrower to observe any of its undertakings hereunder.

3.10 Preservation of Historical Data. In all of its operations contemplated hereunder, the Borrower will comply with the applicable provisions of the National Historical Preservation Act of 1966. In the event any historical or archeological items are discovered in the course of those operations, Borrower will cease operations in the area of the discovery and promptly report the discovery to Bank and proper authorities.

3.11 Arbitrage: Special Tax Covenants. The Borrower covenants and agrees not to take or fail to take any action which would cause the Note to become a private activity bond under Section 141 of the Code, and not to take any action or omit to take any action if such action or omission (i) would cause the interest on the Note to lose its exclusion from gross income from federal income tax purposes under Section 103 of the Code, or (ii) would cause interest on the Note to lose the exclusion from alternative minimum taxable income as defined in Section 55(b)(2) of the Code except to the extent such interest is required to be included in the adjusted current earnings adjustment applicable to corporations under Section 56 of the Code in calculating corporate alternative minimum taxable income.

The Borrower hereby further covenants that it will comply with the registration requirements of Section 149(a) of the Code so long as any portion of the Note is outstanding.

The Borrower will execute and file an IRS Form 8038-G and will execute a Federal Tax Exemption Certificate as approved by the Bank's counsel for the Note it issues within the times required by the Code.

The Borrower has designated the Note and this Agreement as "a qualified tax-exempt obligation" for the purposes of and within the meaning of Section 265(b)(3) of the Code. The Borrower will not take any action to make the Note and this Agreement ineligible for such designation.

4. NEGATIVE COVENANTS. Throughout the course of this Agreement and until the Loan is fully and finally paid, Borrower agrees that, without the written consent of Bank first had and received, such consent not to be unreasonably withheld, Borrower will not use the Loan proceeds for any purpose other than the financing of the Project for which the Borrower shall request advances hereunder.

5. DEFAULTS.

5.1 Events of Default. The occurrence of any one or more of the following events will constitute an event of default hereunder:

- (a) Borrower's failure to pay when due any installment of principal or interest or fee payable hereunder or under the Note.
- (b) Borrower's failure to observe or perform any other obligation to be observed or performed by it hereunder or under the Note; except that in the event of a breach of the covenants under Section 3.11 hereof, the Bank, at its option, may convert

the Loan to the alternate interest rates set forth in Sections 1.5(b) or 1.5(c) hereof, as applicable.

(c) Any financial statement, representation, warranty, or certificate made or furnished by Borrower to Bank in connection with this Agreement, or as inducement to Bank to enter into this Agreement, or in any separate statement or document to be delivered hereunder to Bank, is materially false, incorrect, or incomplete when due.

(d) Borrower admits its inability to pay its debts as they mature or shall make an assignment for the benefit of any of its creditors.

(e) The filing of proceedings in bankruptcy or for reorganization of Borrower or for the readjustment of any of its respective debts under the Bankruptcy Code, as amended, or any part thereof, or under any other laws, whether state or federal, for the relief of debtors, now or hereafter existing.

(f) If a receiver or trustee be appointed for Borrower or for any substantial part of their respective assets, or if any proceedings be instituted for the dissolution or the full or partial liquidation of Borrower.

(g) Borrower's failure to pay a material (as defined in Section 2.3) judgment.

5.2 Termination of Advances. Immediately and without notice upon the occurrence of any event of default specified in Section 5.1 or at any time during the continuance of such default, Bank may, at its option, terminate all further advances under the Note and this Agreement.

5.3 Acceleration. Upon the occurrence of any event of default as specified in Section 5.1 above or at any time during the continuance of such event, Bank may give the Borrower notice of the default or defaults complained of. Any such notice of default must be in writing and must specify the default or defaults complained of. In the event Borrower fails to cure such default or defaults within fifteen (15) days of the date the written notice of default is given to Borrower, Bank may, at its option, without further notice to Borrower, declare all obligations incurred under this Agreement, including but not limited to the obligations under the Note, to be at once due and payable.

5.4 Remedies. After the acceleration, as provided for in Section 5.3, Bank shall have, in addition to the rights and remedies given it by this Agreement and the Note, all those allowed by all applicable laws.

6. GENERAL CONSTRUCTION. The provisions of this Agreement, the Note or other evidence of such liability held by the Bank shall be construed as complementary to each

other. Nothing herein contained shall prevent Bank from enforcing any document in accordance with its respective terms.

6.1 Further Assurance. From time to time, Borrower will execute and deliver to Bank such additional documents and will provide such additional information as Bank may reasonably require to carry out the terms of this Agreement and be informed of Borrower's status and affairs.

6.2 Enforcement and Waiver by Bank. Bank shall have the right at all times to enforce the provisions of this Agreement and the Note in strict accordance with the terms hereof and thereof, notwithstanding any conduct or custom on the part of Bank in refraining from so doing at any time or times. The failure of Bank at any time or times to enforce its rights under such provisions, strictly in accordance with the same, shall not be construed as having created a custom in any way or manner modified or waived. All rights and remedies of Bank are cumulative and concurrent and the exercise of one right or remedy shall not be deemed a waiver or release of any other right or remedy.

6.3 Indemnity. The Borrower will indemnify, defend, and hold harmless the Bank from and against all claims and causes of action (and any resulting liability, cost, or expense) that are asserted against the Bank and arise from or relate to the Borrower's ownership, construction, or operation of the Project or the Borrower's failure to comply with applicable laws and regulations.

6.4 Waiver of Jury Trial. The Borrower and the Bank hereby waive any and all right to trial by jury in any action or proceeding relating to the Note, this Agreement, the obligations hereunder or thereunder, or any transaction arising therefrom or connected thereto. The Borrower and the Bank each represents to the other that this waiver is knowingly, willingly and voluntarily given.

6.5 Arbitration Agreement. The Borrower agrees to comply with the Arbitration Agreement provisions of the Note.

6.6 Expenses of Bank. Borrower will, on demand, reimburse Bank for all reasonable expenses, including the reasonable fees and expenses of legal counsel for Bank, incurred by Bank in connection with the enforcement of this Agreement and the Note, and the collection or attempted collection of the Note, whether any default is ultimately cured or whether Bank is obligated to pursue its remedies hereunder, including such fees and expenses incurred before legal action, during the pendency of any such legal action and continuing to all such fees and expenses in connection with any appeal to higher courts arising out of transactions associated herewith, except that if litigation is instituted and Borrower is the prevailing party in such litigation, Borrower, rather than Bank, shall be entitled to recover its reasonable attorney's fees and costs of suit. The obligations of this section shall survive the making of this Agreement and the Note, including any documents or amendments subsequently executed.

6.7 Notices. Any notices or consents required or permitted by this Agreement shall be in writing and shall be deemed delivered or given when delivered in person or when deposited in the U.S. Mail, certified mail, postage prepaid, return receipt requested, or sent by telegraph. Notices shall be addressed as follows, unless such address is changed by written notice hereunder:

If to Borrower: Administration Building
Room 211
Moscow, ID 83844

If to Bank: 221 South Main Street
Moscow, ID 83843

6.8 Binding Effect, Assignment, and Entire Agreement. This Agreement shall inure to the benefit of, and shall be binding upon, the respective successors and permitted assigns of the parties hereto. Borrower has no right to assign any of the rights or obligations hereunder without the prior written consent of Bank. This Agreement, and the documents executed and delivered pursuant hereto, constitute the entire agreement between the parties and may be amended only by a writing signed on behalf of each party.

6.9 Severability. If any provision of this Agreement shall be held invalid under any applicable laws, such invalidity shall not affect any other provision of this Agreement that can be given effect without the invalid provision and, to this end, the provisions hereof are severable.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, in one or more counterparts, effective as of the day and year first above written.

**THE REGENTS OF THE UNIVERSITY
OF IDAHO**

Date: _____

By: _____
_____, Bursar

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**

Date: _____

By: _____
John P. McCabe, Vice President

EXHIBIT A
(Form of Note)

(Attached)

EXHIBIT B
(Draw Procedure and Form of Disbursement Request)

Borrower shall complete the attached Disbursement Request and submit the same to the Bank at least two (2) days prior to the date that funds are needed. The Bank will review the Disbursement Request and disburse to the Borrower the amount requested within the two (2) day period.



200128615102500650

PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$2,500,000.00	08-18-2010	08-31-2016	9147986160		10070012270	Q4533	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing "*****" has been omitted due to text length limitations.

Borrower: The Regents of The University of Idaho
Administration Bldg Room 213
Moscow, ID 83844-3166

Lender: Wells Fargo Bank, National Association
Moscow Business Banking Center
221 South Main Street
MAC #U1906-011
Moscow, ID 83843

Principal Amount: \$2,500,000.00

Date of Note: August 18, 2010

PROMISE TO PAY. The Regents of The University of Idaho ("Borrower") promises to pay to Wells Fargo Bank, National Association ("Lender"), or order, in lawful money of the United States of America, the principal amount of Two Million Five Hundred Thousand & 00/100 Dollars (\$2,500,000.00) or so much as may be outstanding, together with interest on the unpaid outstanding principal balance of each advance, calculated as described in the "INTEREST CALCULATION METHOD" paragraph using an interest rate of 3.245%. Interest shall be calculated from the date of each advance until repayment of each advance. The interest rate may change under the terms and conditions of the "INTEREST AFTER DEFAULT" section.

PAYMENT. Borrower will pay this loan in accordance with the following payment schedule:

You may obtain advances in accordance with the Line of Credit provision set forth until September 30, 2011 (the "Conversion Date"). Interest shall be due and payable quarterly as it accrues, beginning on December 31, 2010, and continuing on the same day of each third month thereafter including the Conversion Date. Advances will no longer be available after the Conversion Date, and the repayment period will begin. The unpaid balance of the Note outstanding on the Conversion Date and interest as it accrues shall be due and payable quarterly beginning December 31, 2011 in the amount of \$136,084.16. The Note shall mature on August 31, 2016, at which time all unpaid principal, accrued interest, and any other unpaid amounts shall be due and payable in full. Unless otherwise agreed, all sums received from Borrower may be applied to interest, fees, principal, or any other amounts due to Bank in any order at Bank's sole discretion.

Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; and then to any late charges. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method.

PREPAYMENT. Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments of accrued unpaid interest. Rather, early payments will reduce the principal balance due. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Wells Fargo Bank, National Association, BBG-Boise Loan Operations Center, MAC #U1851-014, Attn: Accounting, PO Box 8203 Boise, ID 83707-2203.

LATE CHARGE. If a payment is 15 days or more late, Borrower will be charged 5.000% of the unpaid portion of the regularly scheduled payment or \$15.00, whichever is greater.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this Note shall be increased by 4.000 percentage points. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

Additional Provision: This Promissory Note does not constitute a debt, legal or moral or otherwise of the State of Idaho.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Death or Insolvency. The death of Borrower or the dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or

PROMISSORY NOTE (Continued)

Loan No: 9147986160

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a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

Insecurity. Lender in good faith believes itself insecure.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's reasonable attorneys' fees and legal expenses, whether or not there is a lawsuit, including without limitation all reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Idaho without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Idaho.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the debt against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph. The Bank's right of setoff in the Borrower's funds held by the Bank shall be limited to the Borrower's unrestricted funds, which shall be determined by the Borrower in its reasonable discretion.

LINE OF CREDIT. This Note evidences a straight line of credit. Once the total amount of principal has been advanced, Borrower is not entitled to further loan advances. Advances under this Note may be requested either orally or in writing by Borrower or by an authorized person. Lender may, but need not, require that all oral requests be confirmed in writing. All communications, instructions, or directions by telephone or otherwise to Lender are to be directed to Lender's office shown above. Borrower agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of Borrower's accounts with Lender. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements on this Note or by Lender's internal records, including daily computer print-outs. Lender will have no obligation to advance funds under this Note if: (A) Borrower or any guarantor is in default under the terms of this Note or any agreement that Borrower or any guarantor has with Lender, including any agreement made in connection with the signing of this Note; (B) Borrower or any guarantor ceases doing business or is insolvent; (C) any guarantor seeks, claims or otherwise attempts to limit, modify or revoke such guarantor's guarantee of this Note or any other loan with Lender; (D) Borrower has applied funds provided pursuant to this Note for purposes other than those authorized by Lender; or (E) Lender in good faith believes itself insecure.

PAYMENT DUE DATE DEFERRAL. Payment invoices will be sent on a date (the "billing date") which is prior to each payment due date. If this Note is booked near or after the billing date for the first scheduled payment, Lender may, in its sole discretion, defer each scheduled payment date and/or the maturity date by one or more months.

FINANCIAL STATEMENTS. Borrower agrees to provide to Lender, upon request, financial statements prepared in a manner and form acceptable to Lender, and copies of such tax returns and other financial information and statements as may be requested by Lender. Each financial statement shall give a full and complete picture of Borrower's financial condition as of the statement's date, with ownership accurately reflected, and shall be signed and dated or otherwise authenticated to Lender's satisfaction. Borrower shall also furnish such information regarding Borrower or the Collateral or the use of loan proceeds as may be requested by Lender. Borrower warrants that all financial statements and information provided to Lender are and will be accurate, correct and complete. Borrower will permit Lender to examine or audit Borrower's books, accounts, and records, including any records in the possession of a third party, at any reasonable time upon request, at no cost to Lender.

AUTOMATIC DEBIT OF PAYMENTS. Borrower agrees to maintain Borrower's deposit account with Lender, account number 280009135, from which Lender is authorized to debit loan payments, fees and such other sums as may be payable under the Note or related loan documents as they become due with respect to this loan and any renewals and extensions of this loan, and shall keep such deposit account in good standing at all times. This authorization shall remain in full force and effect until discontinued by Lender, or until written revocation from Borrower has been received and processed by Lender at the address of Lender set out in the "PREPAYMENT" or "PREPAYMENT PENALTY" paragraph of the Promissory Note. If this authorization is revoked, or if the account is not maintained in good standing, or if Lender is not able to collect such amounts from the account as they become due for any reason, then Lender may increase the pre-maturity interest rate applicable to this Credit immediately and without notice by one quarter percent (1/4%).

PRIMARY DEPOSIT ACCOUNT. Borrower agrees to maintain Borrower's primary deposit account with Lender or any banking affiliate of Lender (defined as the deposit account into which substantially all of Borrower's receipts from its operations are deposited and from which substantially all of Borrower's disbursements for its operations are made), and shall keep it at all times in good standing.

EXTENSION AND RENEWAL. Lender may, at Lender's discretion, renew or extend this Note by written notice to Borrower. Such renewal or extension will be effective as of the maturity date of this Note, and may be conditioned among other things on modification of Borrower's obligations hereunder, including but not limited to a decrease in the amount available under this Note, an increase in the interest rate applicable to this Note and/or payment of a fee for such renewal or extension. Borrower will be deemed to have accepted the terms of such extensions and renewals if Borrower does not deliver to Lender written rejection of such renewal or extension within 10 days following the date of the written notice of such changes, or if Borrower draws additional funds following receipt of such notice. After any renewal or extension of Borrower's obligations under this Note, the term "maturity date" as used in this Note will mean the new maturity date set forth in the written notice of extension or renewal of this Note. The Note may be modified, extended and renewed repeatedly in this manner.

LINE ADVANCES. Notwithstanding anything to the contrary, requests for advances communicated to any office of Lender by any person believed by Lender in good faith to be authorized to make the request, whether written, verbal, telephonic or electronic, may be acted upon by Lender, and Borrower will be liable for sums advanced by Lender pursuant to such request. Such requests for advances shall be deemed authorized by Borrower, and Lender shall not be liable for such advances made in good faith, and with respect to advances deposited to the credit of any deposit account of Borrower, such advances, when so deposited, shall be conclusively presumed to have been made to or for the benefit of Borrower regardless of the fact that persons other than those authorized to request advances may have authority to draw against such account. Borrower agrees to indemnify and hold Lender harmless from and against all damages, liabilities, costs and expenses (including

PROMISSORY NOTE (Continued)

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attorney's fees) arising out of any claim by Borrower or any third party against Lender in connection with Lender's performance of transfers as described above.

CREDIT BUREAU INQUIRIES. The parties hereto, and each individual signing below in a representative capacity, agree that Lender may obtain business and/or personal credit reports and tax returns on each of them in their individual capacities.

APPLICATION OF PAYMENTS. Notwithstanding the application of payment provided in the Payment section of this Note, unless otherwise agreed, all sums received from Borrower may be applied to interest, fees, principal, or any other amounts due to Lender in any order at Lender's sole discretion. If a final payment amount is set out in the Payment section of this Note, Borrower understands that it is an estimate, and that the actual final payment amount will depend upon when payments are received and other factors.

ADDITIONAL EVENTS OF DEFAULT. In addition to the Events of Default described above, the following shall be an Event of Default, if applicable: (i) any change in ownership of an aggregate of twenty-five percent (25%) or more of the common stock, members' equity or other ownership interest in Borrower, (ii) the withdrawal, resignation or expulsion of any one or more of the general partners in Borrower with an aggregate ownership interest in Borrower of twenty-five percent (25%) or more, or (iii) any of the preceding events occurs with respect to any general partner of Borrower or guarantor of any indebtedness of Borrower under this Note.

DEFAULT RATE. At Lender's option and without prior notice, upon default or at any time during the pendency of any event of default under the Note or any related loan documents, Lender may impose a default rate of interest (the "Default Rate") equal to the pre-default interest rate plus four percent per annum, not to exceed the maximum lawful rate. If the pre-default rate is a floating or adjustable rate based upon an Index, it will continue to float or adjust on the same periodic schedule, and the Default Rate will be a variable rate per annum equal to the applicable Index plus the pre-default margin plus four percent, not to exceed the maximum lawful rate. The Default Rate shall remain in effect until the default has been cured and that fact has been communicated to and confirmed by Lender. Lender may, from time to time in its discretion, adjust or reamortize payments to take into account changes in the interest rate. Lender shall give written notice to Borrower of Lender's imposition of the Default Rate, except that if the Note is not paid at maturity, Lender may impose the Default Rate from the maturity date to the date paid in full without notice. Lender's imposition of the Default Rate shall not constitute an election of remedies or otherwise limit Lender's rights concerning other remedies available to Lender as a result of the occurrence of an event of default. In the event of a conflict between the provisions of this paragraph and any other provision of the Note or any related agreement, the provisions of this paragraph shall control. If a default rate is prohibited by applicable law, then the pre-default rate (including periodic rate adjustments for floating or adjustable rates) shall continue to apply after default or maturity.

FURTHER ASSURANCES. The parties hereto agree to do all things deemed necessary by Lender in order to fully document the loan evidenced by this Note and any related agreements, and will fully cooperate concerning the execution and delivery of security agreements, stock powers, instructions and/or other documents pertaining to any collateral intended to secure the indebtedness. The undersigned agree to assist in the cure of any defects in the execution, delivery or substance of the Note and related agreements, and in the creation and perfection of any liens, security interests or other collateral rights securing the Note. Borrower further agrees to pay Lender immediately upon demand the full amount of all charges, costs and expenses (to include fees paid to third parties) expended or incurred by Lender to monitor Lender's interest in any real property pledged as collateral for this Note, including without limitation all costs of appraisals.

CONSENT TO SELL LOAN. The parties hereto agree: (a) Lender may sell or transfer all or part of this loan to one or more purchasers, whether related or unrelated to Lender; (b) Lender may provide to any purchaser, or potential purchaser, any information or knowledge Lender may have about the parties or about any other matter relating to this loan obligation, and the parties waive any rights to privacy it may have with respect to such matters; (c) the purchaser of a loan will be considered its absolute owner and will have all the rights granted under the loan documents or agreements governing the sale of the loan; and (d) the purchaser of a loan may enforce its interests irrespective of any claims or defenses that the parties may have against Lender.

FACSIMILE AND COUNTERPART. This document may be signed in any number of separate copies, each of which shall be effective as an original, but all of which taken together shall constitute a single document. An electronic transmission or other facsimile of this document or any related document shall be deemed an original and shall be admissible as evidence of the document and the signer's execution.

SECURITY INTEREST AND RIGHT OF SETOFF. In addition to all liens upon and rights of setoff arising by law, Borrower pledges and grants to Lender as security for Borrower's indebtedness and obligations under the Note (excluding any consumer obligations subject to the Federal Truth in Lending Act) a security interest and lien upon all monies, securities, securities accounts, brokerage accounts, deposit accounts and other property of Borrower now or hereafter in the possession of or on deposit with Lender or any Wells Fargo Affiliate, whether held in a general or special account or for safekeeping or otherwise, excluding however all IRA and Keogh accounts. No security interest, lien or right of setoff will be deemed to have been waived by any act or conduct on the part of Lender, or by any neglect to exercise such right, or by any delay in so doing, and every right of setoff, lien and security interest will continue in full force and effect until specifically waived or released by Lender in writing. The Bank's right of setoff in the Borrower's funds held by the Bank shall be limited to the Borrower's unrestricted funds, which shall be determined by the Borrower in its reasonable discretion.

LOAN FEE AUTHORIZATION. Borrower shall pay to Lender any and all fees as specified in the "Disbursement Request and Authorization" executed by Borrower in connection with this Note. Such fees are non-refundable and shall be due and payable in full immediately upon Borrower's execution of this Note.

ARBITRATION AGREEMENT - Binding Arbitration. Lender and each party to this agreement, hereby agree, upon demand by any party, to submit any Dispute to binding arbitration in accordance with the terms of this Arbitration Program. A "Dispute" shall include any dispute, claim or controversy of any kind, whether in contract or in tort, legal or equitable, now existing or hereafter arising, relating in any way to any aspect of this agreement, or any related agreement incorporating this Arbitration Program (the "Documents"), or any renewal, extension, modification or refinancing of any indebtedness or obligation relating thereto, including without limitation, their negotiation, execution, collateralization, administration, repayment, modification, extension, substitution, formation, inducement, enforcement, default or termination. DISPUTES SUBMITTED TO ARBITRATION ARE NOT RESOLVED IN COURT BY A JUDGE OR JURY.

A. Governing Rules. Any arbitration proceeding will (i) be governed by the Federal Arbitration Act (Title 9 of the United States Code), notwithstanding any conflicting choice of law provision in any of the documents between the parties; and (ii) be conducted by the American Arbitration Association ("AAA"), or such other administrator as the parties shall mutually agree upon, in accordance with the AAA's commercial dispute resolution procedures, unless the claim or counterclaim is at least \$1,000,000.00 exclusive of claimed interest, arbitration fees and costs in which case the arbitration shall be conducted in accordance with the AAA's optional procedures for large, complex commercial disputes (the commercial dispute resolution procedures or the optional procedures for large, complex commercial disputes to be referred to herein, as applicable, as the "Rules"). If there is any inconsistency between the terms hereof and the Rules, the terms and procedures set forth herein shall control. Arbitration proceedings hereunder shall be conducted at a location mutually agreeable to the parties, or if they cannot agree, then at a location selected by the AAA in the state of the applicable substantive law primarily governing the Note. Any party who fails or refuses to submit to arbitration following a demand by any other party shall bear all costs and expenses incurred by such other party in compelling arbitration of any Dispute. Arbitration may be demanded at any time, and may be compelled by summary proceedings in Court. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any

Loan No: 9147986160

**PROMISSORY NOTE
(Continued)**

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party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief. The arbitrator shall award all costs and expenses of the arbitration proceeding. Nothing contained herein shall be deemed to be a waiver by any party that is a bank of the protections afforded to it under 12 U.S.C. Section 91 or any similar applicable state law.

B. No Waiver of Provisional Remedies, Self-Help and Foreclosure. The arbitration requirement does not limit the right of any party to (i) foreclose against real or personal property collateral; (ii) exercise self-help remedies relating to collateral or proceeds of collateral such as setoff or repossession; or (iii) obtain provisional or ancillary remedies such as replevin, injunctive relief, attachment or the appointment of a receiver, before during or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of any party to submit any Dispute to arbitration or reference hereunder, including those arising from the exercise of the actions detailed in sections (i), (ii) and (iii) of this paragraph.

C. Arbitrator Qualifications and Powers. Any arbitration proceeding in which the amount in controversy is \$5,000,000.00 or less will be decided by a single arbitrator selected according to the Rules, and who shall not render an award of greater than \$5,000,000.00. Any Dispute in which the amount in controversy exceeds \$5,000,000.00 shall be decided by majority vote of a panel of three arbitrators; provided however, that all three arbitrators must actively participate in all hearings and deliberations. Every arbitrator must be a neutral practicing attorney or a retired member of the state or federal judiciary, in either case with a minimum of ten years experience in the substantive law applicable to the subject matter of the Dispute. The arbitrator will determine whether or not an issue is arbitrable and will give effect to the statutes of limitation in determining any claim. In any arbitration proceeding the arbitrator will decide (by documents only or with a hearing at the arbitrator's discretion) any pre-hearing motions which are similar to motions to dismiss for failure to state a claim or motions for summary adjudication. The arbitrator shall resolve all Disputes in accordance with the applicable substantive law and may grant any remedy or relief that a court of such state could order or grant within the scope hereof and such ancillary relief as is necessary to make effective any award. The arbitrator shall also have the power to award recovery of all costs and fees, to impose sanctions and to take such other action as the arbitrator deems necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the applicable state rules of civil procedure, or other applicable law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief.

D. Discovery. In any arbitration proceeding discovery will be permitted in accordance with the Rules. All discovery shall be expressly limited to matters directly relevant to the Dispute being arbitrated and must be completed no later than 20 days before the hearing date. Any requests for an extension of the discovery periods, or any discovery disputes, will be subject to final determination by the arbitrator upon a showing that the request for discovery is essential for the party's presentation and that no alternative means for obtaining information is available.

E. Class Proceedings and Consolidations. No party shall be entitled to join or consolidate disputes by or against others who are not parties to this agreement in any arbitration, or to include in any arbitration any dispute as a representative or member of a class, or to act in any arbitration in the interest of the general public or in a private attorney general capacity.

F. Miscellaneous. To the maximum extent practicable, the AAA, the arbitrators and the parties shall take all action required to conclude any arbitration proceeding within 180 days of the filing of the Dispute with the AAA. No arbitrator or other party to an arbitration proceeding may disclose the existence, content or results thereof, except for disclosures of information by a party required in the ordinary course of its business or by applicable law or regulation. If more than one agreement for arbitration by or between the parties potentially applies to a Dispute, the arbitration provision most directly related to the documents between the parties or the subject matter of the Dispute shall control. This arbitration provision shall survive the repayment of the Note and the termination, amendment or expiration of any of the documents or any relationship between the parties.

G. State-Specific Provisions.

If California law governs the Dispute, the following provision is included:

Real Property Collateral; Judicial Reference. Notwithstanding anything herein to the contrary, no Dispute shall be submitted to arbitration if the Dispute concerns indebtedness secured directly or indirectly, in whole or in part, by any real property unless (i) the holder of the mortgage, lien or security interest specifically elects in writing to proceed with the arbitration, or (ii) all parties to the arbitration waive any rights or benefits that might accrue to them by virtue of the single action rule statute of California, thereby agreeing that all indebtedness and obligations of the parties, and all mortgages, liens and security interests securing such indebtedness and obligations, shall remain fully valid and enforceable. If any such Dispute is not submitted to arbitration, the Dispute shall be referred to a referee in accordance with California Code of Civil Procedure Section 638 et seq., and this general reference agreement is intended to be specifically enforceable in accordance with said Section 638. A referee with the qualifications required herein for arbitrators shall be selected pursuant to the AAA's selection procedures. Judgment upon the decision rendered by a referee shall be entered in the court in which such proceeding was commenced in accordance with California Code of Civil Procedure Sections 644 and 645.

Small Claims Court. Any party may require that a Dispute be resolved in Small Claims Court if the Dispute and related claims are fully within that court's jurisdiction.

If Idaho law governs the Dispute, the following provision is included:

Real Property Collateral. Notwithstanding anything herein to the contrary, no Dispute shall be submitted to arbitration if the Dispute concerns indebtedness secured directly or indirectly, in whole or in part, by any real property unless (i) the holder of the mortgage, lien or security interest specifically elects in writing to proceed with the arbitration, or (ii) all parties to the arbitration waive any rights or benefits that might accrue to them by virtue of the single action rule statute of Idaho, thereby agreeing that all indebtedness and obligations of the parties, and all mortgages, liens and security interests securing such indebtedness and obligations, shall remain fully valid and enforceable.

If Montana law governs the Dispute, the following provision is included:

Real Property Collateral. Notwithstanding anything herein to the contrary, no Dispute shall be submitted to arbitration if the Dispute concerns indebtedness secured directly or indirectly, in whole or in part, by any real property unless (i) the holder of the mortgage, lien or security interest specifically elects in writing to proceed with the arbitration, or (ii) all parties to the arbitration waive any rights or benefits that might accrue to them by virtue of the single action rule statute of Montana, thereby agreeing that all indebtedness and obligations of the parties, and all mortgages, liens and security interests securing such indebtedness and obligations, shall remain fully valid and enforceable.

If Nevada law governs the Dispute, the following provision is included:

Real Property Collateral. Notwithstanding anything herein to the contrary, no Dispute shall be submitted to arbitration if the Dispute concerns indebtedness secured directly or indirectly, in whole or in part, by any real property unless (i) the holder of the mortgage, lien or security interest specifically elects in writing to proceed with the arbitration, or (ii) all parties to the arbitration waive any rights or benefits that might accrue to them by virtue of the single action rule statute of Nevada, thereby agreeing that all indebtedness and obligations of the parties, and all mortgages, liens and security interests securing such indebtedness and obligations, shall remain fully valid and enforceable.

PROMISSORY NOTE (Continued)

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If South Dakota law governs the Dispute, the following provision is included:

Real Property Collateral. Notwithstanding anything herein to the contrary, no Dispute shall be submitted to arbitration if the Dispute concerns indebtedness secured directly or indirectly, in whole or in part, by any real property unless (i) the holder of the mortgage, lien or security interest specifically elects in writing to proceed with the arbitration, or (ii) all parties to the arbitration waive any rights or benefits that might accrue to them by virtue of the single action rule statute of South Dakota, thereby agreeing that all indebtedness and obligations of the parties, and all mortgages, liens and security interests securing such indebtedness and obligations, shall remain fully valid and enforceable.

If Utah law governs the Dispute, the following provision is included:

Real Property Collateral; Judicial Reference. Notwithstanding anything herein to the contrary, no Dispute shall be submitted to arbitration if the Dispute concerns indebtedness secured directly or indirectly, in whole or in part, by any real property unless (i) the holder of the mortgage, lien or security interest specifically elects in writing to proceed with the arbitration, or (ii) all parties to the arbitration waive any rights or benefits that might accrue to them by virtue of the single action rule statute of Utah, thereby agreeing that all indebtedness and obligations of the parties, and all mortgages, liens and security interests securing such indebtedness and obligations, shall remain fully valid and enforceable. If any such Dispute is not submitted to arbitration, the Dispute shall be referred to a master in accordance with Utah Rule of Civil Procedure 53, and this general reference agreement is intended to be specifically enforceable. A master with the qualifications required herein for arbitrators shall be selected pursuant to the AAA's selection procedures. Judgment upon the decision rendered by a master shall be entered in the court in which such proceeding was commenced in accordance with Utah Rule of Civil Procedure 53(e).

TAX-EXEMPT INDEBTEDNESS. Borrower represents and warrants: (a) that the loan evidenced by this Note is a qualified tax-exempt obligation under the Internal Revenue Code ("Code"), including if applicable, after aggregating the amount of this Note with all other tax-exempt indebtedness of Borrower and designates this Note as a "qualified tax exempt obligation" in accordance with the provisions of Section 265(b)(3) of the Internal Revenue Code; and (b) all proceeds of the loan evidenced by this Note will be used only for essential governmental functions of the Borrower. Borrower hereby represents, warrants and covenants that at no time during the term of the loan, will borrower, or any of its officers, employees and agents, take or omit to take any action which will cause the loan evidenced by this Note to be disqualified as a tax-exempt obligation under the Code, and borrower further agrees to use all proceeds of the loan for purposes which maintain the tax-exempt status of the loan. Borrower hereby agrees to indemnify Lender for any and all charges (whether as tax, interest or penalty) which may be assessed against Lender by reason of the interest paid or due under this Note being determined to be taxable. All charges shall be payable by borrower upon demand when accompanied by a statement describing the charges. If the interest received or to be received under this Note is determined to be taxable, Lender may increase the interest rate applicable to the Note by an amount equal to the resulting tax liability imposed upon Lender. As an additional condition of closing the loan described in this Note, Lender may require Borrower to deliver to Lender a legal opinion of counsel acceptable to Lender, in form and substance acceptable to Lender, that the loan is qualified tax exempt indebtedness under the Code. The interest rate as set forth in this Note was determined by calculating 5.00 multiplied by 0.649 equaling a final rate of 3.245.

ELECTRONIC TRANSMISSION OF DOCUMENTS. Lender may, in its sole discretion, rely upon any document, report, agreement or other communication ("Document") you send by email, facsimile or other electronic means, treating the Document as genuine and authorized to the same extent as if it was an original document executed by you or your authorized representative. Lender may from time to time in its sole discretion reject any such electronic Document and require a signed original, or require you to provide acceptable authentication of any such Document before accepting or relying on same. You understand and acknowledge that there is a risk that Documents sent by electronic means may be viewed or received by unauthorized persons, and you agree that by sending Documents by electronic means, you shall be deemed to have accepted this risk and the consequences of any such unauthorized disclosure.

ADDITIONAL EVENTS OF DEFAULT. In addition to the Events of Default described herein, the following shall be an Event of Default if applicable: (i) Borrower or Guarantor fails to comply with any terms or conditions of any agreement with Lender or any Wells Fargo Affiliate; or (ii) Borrower or Guarantor revoke or dispute the validity of any of its liabilities or obligations under the Agreement, or any Related Documents or any other agreement with Lender or any Wells Fargo Affiliate. For purposes of this provision Wells Fargo Affiliate shall mean Wells Fargo & Company and any present or future subsidiary of Wells Fargo & Company.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

GENERAL PROVISIONS. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER:

THE REGENTS OF THE UNIVERSITY OF IDAHO

By:

Lloyd E. Mues, Vice President for Finance and Administration

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BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 12, 2010

UNIVERSITY OF IDAHO

SUBJECT

Loan Authorizing Resolution - ASUI Kibbie Activity Center (Kibbie Dome)
Enhancement Project

REFERENCE

August 2006	Information Item, Technical Assessment & Feasibility Study, Proposed University of Idaho Events Pavilion and ASUI Kibbie Activity Center Improvements. Business Affairs and Human Resources Agenda, Section II, Item No. 7, page 14 of the approved minutes.
February 2007	Information Item, UPDATE: Technical Assessment & Feasibility Study, Proposed UI Events Pavilion and ASUI Kibbie Activity Center Improvements. Notification of the Immediate Code Compliance, Guest and Participant Safety Issues documented in the Technical Assessment & Feasibility Study. Business Affairs and Human Resources Agenda, Section II, Item No. 7, page 12 of the approved minutes.
April 2007	Capital Project Authorization, Replace Artificial Turf, ASUI Kibbie Activity Center. Business Affairs and Human Resources Agenda—Finance Agenda, Item No. 9, page 19 of the approved minutes.
December 2007	Capital Project Design Phase Authorization, ASUI Kibbie Activity Center (Kibbie Dome) Life Safety Improvements. Business Affairs and Human Resources Agenda—Finance Agenda, Item No. 8, page 8 of the approved minutes.
December 2008	Capital Project Initial Construction Phase Authorization, and Construction Loan Authorization, ASUI Kibbie Activity Center (Kibbie Dome) Life Safety Improvements. Business Affairs and Human Resources Agenda—Finance Agenda, Item Nos. 2 & 3, page 13 of the approved minutes.
February 2010	Capital Project Construction Phase Authorization, ASUI Kibbie Activity Center (Kibbie Dome) Life Safety Improvements – East End Wall Replacement. Business Affairs and Human Resources Agenda—Finance Agenda, Item No. 4, page 15 of the approved minutes
February 2010	Capital Project Design Phase Authorization, ASUI Kibbie Activity Center (Kibbie Dome) Enhancement

**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 12, 2010**

June 2010

Project. Business Affairs and Human Resources Agenda—Finance Agenda, Item No. 3, page 14 of the approved minutes
Approval of capital project construction and proposal for bridge financing.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Sections V.K.1 & 2.

Section 33-3805, Idaho Code

BACKGROUND/ DISCUSSION

In June 2010, the Board approved construction for the ASUI Kibbie Activity Center (Kibbie Dome) Enhancement Project as well as the University's proposal to use a bridge loan to finance construction which is to be repaid from private funds pledged for the project as those pledges are received. The total of funds received as well as outstanding pledges for the project is now in excess of \$6.9 million.

Consistent with the Board's approval, the University has completed negotiations with Wells Fargo Bank for a loan not to exceed \$2.9 million at a rate not to exceed 5.5%, as well as the documentation for the financing. The university now seeks approval for the formal resolution authorizing the debt and approving the loan documents in accordance with section 33-3805, Idaho Code.

IMPACT

The fiscal impact of the bridge loan will depend on the timing and amounts of draws for construction of the project. A conservative estimate of interest (5.00%) and fees (\$22,500) for the loan is \$521,700, which will be paid from the private funds pledged for the project.

ATTACHMENTS

Attachment 1 – Resolution

Page 5

Attachment 2 – Loan Agreement

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Attachment 3 – Promissory Note – To Be Provided at Meeting

STAFF COMMENTS AND RECOMMENDATIONS

At its June 2010 meeting the Board voted to approve construction and to obtain loan financing for the University's Kibbie Activity Center Enhancement Project for approximately \$2.9 million. The Board's approval stipulated that the rate of interest not exceed 5.5%. The principal amount of the loan brought for Board approval is \$2,900,000 and the interest rate is 5.0%. The note is to be secured by donations (with approximately \$1.8 million cash in hand as of agenda preparation date).

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 12, 2010

The University's lender, Wells Fargo, has requested a formal debt resolution of the Board for the financing.

Staff recommends approval.

BOARD ACTION

I move to approve the request by the University of Idaho for a resolution of the Board of Regents of the University of Idaho as per Attachment 1 to the Board materials, and hereby adopting said resolution and authorizing the President of the Board and the Bursar of the University of Idaho to execute the same.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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**AUTHORIZING RESOLUTION OF THE BOARD OF
REGENTS OF THE UNIVERSITY OF IDAHO**

A RESOLUTION OF THE BOARD OF REGENTS OF THE UNIVERSITY OF IDAHO, AUTHORIZING THE EXECUTION AND DELIVERY OF LOAN AGREEMENT AND A PROMISSORY NOTE WITH WELLS FARGO BANK, NATIONAL ASSOCIATION AND RELATED DOCUMENTS WITH RESPECT TO THE FINANCING OF CERTAIN SPECTATOR SEATING IMPROVEMENTS TO THE KIBBIE DOME AT THE UNIVERSITY IN MOSCOW, IDAHO; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.

WHEREAS, THE BOARD OF REGENTS OF THE UNIVERSITY OF IDAHO (the “University”), a body politic and corporate and institution of higher education duly organized, existing and authorized by the Constitution and laws of the State of Idaho, to borrow money and issue notes or bonds to finance the construction and acquisition of certain spectator seating improvements to the Kibbie Dome in Moscow, Idaho (the “Project”); and

WHEREAS, the University desires to finance the Project through a Loan Agreement (the “Agreement”) and Promissory Note (the “Note”) in the amount of up to \$2,900,000 and at the rate of interest described in the Agreement and Note with Wells Fargo Bank, National Association (the “Bank”), evidencing a loan (the “Loan”) for the Project;

WHEREAS, in order to finance the Project, the University proposes to enter into the Loan Agreement, Note and certain related documents with the Bank (the “Financing Documents”), the form of which have been presented to the Board of Regents at this meeting; and

WHEREAS, the Board of Regents of the University deems it for the benefit of the University and for the efficient and effective administration thereof to enter into the Financing Documents on the terms and conditions therein provided;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED BY THE BOARD OF REGENTS OF THE UNIVERSITY OF IDAHO as follows:

Section 1. Finding Regarding the Project and Approval of Documents.

The Project is hereby found and determined to be necessary for the proper operation of the University and to be economically feasible. The form, terms and provisions of the Financing Documents are hereby approved in substantially the forms presented at this meeting; and the Bursar of the University is hereby authorized and directed to execute the Financing Documents, together with such changes as the Bursar shall approve and shall not be inconsistent herewith, and

to deliver the Financing Documents to the respective parties thereto.

Section 2. Other Actions Authorized.

The officers and employees of the University shall take all action necessary or reasonably required by the parties to the Agreement and all related documents to carry out, give effect to and consummate the transactions contemplated thereby and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Agreement.

Section 3. Severability.

If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 4. Repealer.

All bylaws, orders and resolutions or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance or part thereof.

Section 5. Effective Date.

This Resolution shall be effective immediately upon its approval and adoption.

ADOPTED AND APPROVED by the BOARD OF REGENTS OF THE UNIVERSITY
OF IDAHO this ____th day of August, 2010.

<p>THE REGENTS OF THE UNIVERSITY OF IDAHO</p> <p>By: _____ Printed Name: _____ Title: President, State Board of Education and Board of Regents of the University of Idaho</p> <p>By: _____ Name: _____ Title: Bursar</p>	<p>ATTEST:</p> <p>By: _____ Printed Name: _____ Title: Secretary of The Board</p>
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THE OBLIGATIONS EVIDENCED BY THIS LOAN
AGREEMENT SHALL NOT CONSTITUTE A DEBT, LEGAL,
MORAL, OR OTHERWISE, OF THE STATE OF IDAHO.

LOAN AGREEMENT

THIS LOAN AGREEMENT (the "Agreement"), dated the ____ day of August, 2010, is made by and between The Regents of the University of Idaho, a body politic and corporate and an institution of higher education of the State of Idaho ("Borrower"), whose address is Administration Building, Room 211, Moscow, Idaho 83844-3168, and Wells Fargo Bank, National Association ("Bank"), whose address is 221 South Main Street, Moscow, Idaho 83843.

WITNESSETH:

WHEREAS, Borrower desires to finance the costs of certain spectator seating improvements to the Kibbie Dome in Moscow, Idaho (the "Project"), which is owned by the University of Idaho (the "University"); and

WHEREAS, Borrower has requested Bank to make a loan to Borrower in the form of a non-revolving line of credit to finance the Project upon the terms, covenants, and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereto do hereby covenant, contract, and agree to and with each other as follows:

1. LOAN.

1.1 Commitment. Bank agrees to loan funds to Borrower to be used by Borrower to finance the Project. The aggregate principal amount of such loan shall not exceed the amount of Two Million Nine Hundred Thousand and No/100 Dollars (\$2,900,000) (the "Loan"). It is understood that this commitment is not a revolving commitment and that, under the terms of the Note (defined in Section 1.2), Borrower may receive advances up to the Loan but may not reborrow any advances which have been repaid. Nothing herein shall limit the Borrower's right to prepay, without penalty, all or part of the indebtedness at any time.

1.2 Promissory Note. Borrower shall execute a promissory note (the "Note") in the amount of Two Million Nine Hundred Thousand and No/100 Dollars (\$2,900,000), in the form attached hereto as Exhibit A. Interest on each of the advances, from time to time outstanding, will be payable at a fixed rate pursuant to Section 1.5 hereunder. Interest shall be payable quarterly in arrears. The initial payment of interest from the date of the first advance shall be due on December 31, 2010. Principal shall be due and payable quarterly based on a five-year amortization beginning December 31, 2011. The Note is issued under the provisions of Title 33, chapter 38, Idaho Code, for the purpose of financing the Project, and for the payment of expenses properly incident thereto and to the issuance of the Note.

The Note is a limited obligation of the Borrower payable solely in accordance with the terms hereof and thereof and is not an obligation, general, special, or otherwise, of the State of Idaho, does not constitute a debt, legal, moral, or otherwise, of the State of Idaho, and is not enforceable against the State; nor shall payment thereof be enforceable out of any funds of the Borrower other than rental income and other revenues, fees, charges, and other monies legally available therefor.

1.3 Method of Making Loan. During the term of this Agreement, Borrower may request advances under the Note as needed. Borrower may make a single request to include all costs related to the Project; however, the amount requested by Borrower may be advanced in several advances to meet the payment terms of the payments due with respect to the Project. Each drawdown request shall be in the form of the Disbursement Request attached hereto as Exhibit B and shall be made to the Bank in writing, shall be signed by the required parties, and shall be supported by such other information as the Bank may reasonably request.

1.4 Collateral. Advances made hereunder will be unsecured.

1.5 Interest Rate. The interest rate on the Note is a fixed rate of _____ percent (___%) per annum. Interest on the outstanding balance shall be calculated on the basis of a three hundred sixty-five/three hundred sixty (365/360) day year for the actual number of days elapsed.

1.6 Term. The Note of the Borrower shall mature August 31, 2016, irrespective of the date of the first advance.

1.7 Conditions Precedent to Initial Draw on the Loan. Prior to funding the initial draw on the Loan, the Bank must have received on or before the day of, and as a condition to, the following duly executed or appropriately certified, in form and substance satisfactory to the Bank:

- (a) A completed Disbursement Request in the form attached hereto as Exhibit B;
- (b) A legal opinion from bond counsel in form acceptable to Bank's counsel, addressing the authorization and validity of the Note and this Agreement.
- (c) An executed copy of this Agreement and the original executed Note.
- (d) An executed copy of the Resolution of the Borrower approving the Loan.
- (e) Project budget in a form satisfactory to the Bank.
- (f) Establishment of automatic withdrawal of principal and interest payments from a checking account established at the Bank.

(g) Such other documents, instruments, financial statements of the Borrower, appraisals (in MAI format), cash flow projections for the Project, approvals of governmental agencies, or opinions as the Bank may reasonably request.

1.8 Loan Fee and Fee of Bank's Counsel. Borrower shall pay Bank a fee of \$7,500 upon the first advance under the Note. Borrower shall pay the fees of Bank counsel up to \$7,500. [

1.9 Security Interest and Right of Setoff. The Bank's right of setoff and security interest in the Borrower's funds held by the Bank shall be limited to the Borrower's unrestricted funds, which shall be determined by the Borrower in its reasonable discretion.

2. GENERAL WARRANTIES OF BORROWER. Borrower warrants, as a condition on a continuing basis precedent to each advance, that:

2.1 Status and Authority. The Borrower is an institution of higher education, a body politic and corporate and a separate and independent legal entity of the State of Idaho, validly organized and existing under the Constitution and laws of the State of Idaho. Borrower has the power to execute, deliver, and carry out, as the case may be, the terms and provisions of this Agreement and the Note, and all documents and instruments in connection with or incidental hereto on their part, to be executed, delivered, or carried out, and has taken all necessary action to authorize the execution, delivery, and performance thereof, the borrowing hereunder, and the making and delivery of the Note and each and every other document or instrument delivered hereunder. This Agreement, and the Note and other documents and instruments issued or to be issued hereunder when executed and delivered pursuant hereto, constitute and will constitute the authorized, valid, and legally binding obligations of Borrower in accordance with their respective terms under the substantive law of Idaho in the procedures and courts hereinafter described.

2.2 Financial Statements. The financial statements of the Borrower for the fiscal year ending June 30, 2009, furnished to Bank by Borrower are true and correct to the best of Borrower's knowledge and belief, and no substantial adverse change has taken place since the date thereof.

2.3 No Default. Borrower is not in default under any material provisions of any material agreement to which it is a party, and neither the execution and delivery of this Agreement or the Note, or other documents or instruments incidental thereto, nor the consummation of the transactions herein and therein contemplated, nor compliance with the terms and provisions hereof or thereof, will violate any material provision of law or any applicable regulation or adopted constitution, bylaw, ordinance, regulation, code, program, plan, custom, or contract of any order, writ, injunction, or decree of any court or governmental department, commission, board, bureau, agency, or instrumentality, or will conflict or will be inconsistent with or will result in any breach of any of the material terms, covenants, conditions, or provisions of, or constitute default under or result in the creation or imposition of (or the obligation to impose) any lien, charge, or encumbrance upon any of the property or assets of Borrower. For purposes of this Section 2.3, "material" shall include only such facts, circumstances, or occurrences which taken as a whole would adversely affect the ability of the Borrower to repay the sums advanced under this Agreement and the Note. No order, consent,

approval, or authorization of any governmental or public entity or body, agency, commission, or board is necessary for the consummation of the transactions contemplated by this Agreement.

2.4 No Litigation. No action, suit, proceeding or investigation at law or in equity against the Borrower is pending, or to the Borrower's knowledge threatened, against the Borrower in any court or administrative body contesting the due organization or valid existence of the Borrower or the validity, due authorization or execution of the Note, this Agreement, or affecting the proceedings or the authority under which the Note is issued.

2.5 Project. The Project shall constitute a "project" within the meaning of Idaho Code § 33-3802.

3. AFFIRMATIVE COVENANTS. Throughout the course of this Agreement and until the Note is fully and finally paid, Borrower agrees to:

3.1 Compliance. Comply with all of the terms, conditions, and provisions set forth herein and all instruments or agreements executed hereto, with or in favor of Bank.

3.2 Maintenance of Insurance. Borrower shall maintain, or cause to be maintained, general public liability insurance and fire extended coverage insurance on the Project in such form and amounts as are consistent with industry practice and as approved by the Bank. The Borrower will furnish to the Bank such evidence of insurance as the Bank may require.

3.3 Books and Records. Maintain adequate books and records of account on a consistent basis in accordance with generally accepted accounting principles (GAAP), permit any representative of Bank at any reasonable time to inspect, audit and examine books and inspect the property of Borrower. At least annually, and more often if Bank deems it necessary, Bank examiners may examine and audit Borrower's books and records.

Before making the initial advance under this Agreement, Bank may verify, to the extent it deems necessary, through an examination and audit of Borrower's books and records by Bank's examiners, that Borrower is maintaining its respective books and records in accordance with GAAP and that Borrower's representations contained in this Agreement with respect to financial records and reports and Borrower's financial condition are true and correct as of the date of the examination.

3.4 Compliance with Laws. Borrower is in compliance with:

(a) All laws, statutes, codes, acts, ordinances, rules, regulations, directions and requirements, including all environmental laws and the Employee Retirement Income Security Act of 1974, of all Federal, state, county, municipal and other governments, departments, commissions, boards, courts, authorities, officials and officers, domestic and foreign, applicable to it and where the failure to observe or comply would have a material adverse effect on the condition, financial or otherwise, of Borrower; and

(b) All orders, judgments, decrees, injunctions, certificates, franchises, permits, licenses and authorizations of all Federal, state, county, municipal and other governments, departments, commissions, boards, courts, authorities, officials and officers, domestic and foreign, applicable to Borrower and where the failure to observe or comply would have a material adverse effect on the condition, financial or otherwise, of Borrower.

3.5 Reports. Borrower shall provide to Bank the following information at the following times:

(a) Within one hundred eighty (180) days after the end of the Borrower's fiscal year, Borrower shall provide to Bank an audited annual financial statement;

(b) Borrower shall furnish such supplemental information or documentation with respect to its financial condition and operations as Bank may from time to time reasonably request, and shall report any and all material changes in accounting or reporting methods.

3.6 Coverage of the Loan Balance. As of each fiscal year end of the Borrower (the "Testing Date"), the Borrower shall demonstrate that it has Unrestricted Net Assets identified in the Statement of Net Assets in the Borrower's audited financial statements in excess of 1.5 times the outstanding principal balance of the Loan. In the interim periods following each Testing Date, the Borrower shall be free to maintain such Unrestricted Net Assets at its discretion.

3.7 Conduct of Business. Borrower shall conduct its business and affairs in a prudent manner in compliance with all applicable federal, state, county, and municipal laws, rules, and regulations.

3.8 Litigation. Borrower shall promptly inform Bank of any material (as defined in Section 2.3) litigation against Borrower or any other events which may adversely affect Borrower's business operations or financial condition.

3.9 Notice of Default. Borrower will notify Bank immediately if it becomes aware of the occurrence of any event of default or of any fact, condition, or event that only with the giving of notice or passage of time, or both, could become an event of default, or of the failure of the Borrower to observe any of its undertakings hereunder.

3.10 Preservation of Historical Data. In all of its operations contemplated hereunder, the Borrower will comply with the applicable provisions of the National Historical Preservation Act of 1966. In the event any historical or archeological items are discovered in the course of those operations, Borrower will cease operations in the area of the discovery and promptly report the discovery to Bank and proper authorities.

4. NEGATIVE COVENANTS. Throughout the course of this Agreement and until the Loan is fully and finally paid, Borrower agrees that, without the written consent of Bank first had and received, such consent not to be unreasonably withheld, Borrower will not use the Loan

proceeds for any purpose other than the financing of the Project for which the Borrower shall request advances hereunder.

5. DEFAULTS.

5.1 Events of Default. The occurrence of any one or more of the following events will constitute an event of default hereunder:

(a) Borrower's failure to pay when due any installment of principal or interest or fee payable hereunder or under the Note.

(b) Borrower's failure to observe or perform any other obligation to be observed or performed by it hereunder or under the Note.

(c) Any financial statement, representation, warranty, or certificate made or furnished by Borrower to Bank in connection with this Agreement, or as inducement to Bank to enter into this Agreement, or in any separate statement or document to be delivered hereunder to Bank, is materially false, incorrect, or incomplete when due.

(d) Borrower admits its inability to pay its debts as they mature or shall make an assignment for the benefit of any of its creditors.

(e) The filing of proceedings in bankruptcy or for reorganization of Borrower or for the readjustment of any of its respective debts under the Bankruptcy Code, as amended, or any part thereof, or under any other laws, whether state or federal, for the relief of debtors, now or hereafter existing.

(f) If a receiver or trustee be appointed for Borrower or for any substantial part of their respective assets, or if any proceedings be instituted for the dissolution or the full or partial liquidation of Borrower.

(g) Borrower's failure to pay a material (as defined in Section 2.3) judgment.

5.2 Termination of Advances. Immediately and without notice upon the occurrence of any event of default specified in Section 5.1 or at any time during the continuance of such default, Bank may, at its option, terminate all further advances under the Note and this Agreement.

5.3 Acceleration. Upon the occurrence of any event of default as specified in Section 5.1 above or at any time during the continuance of such event, Bank may give the Borrower notice of the default or defaults complained of. Any such notice of default must be in writing and must specify the default or defaults complained of. In the event Borrower fails to cure such default or defaults within fifteen (15) days of the date the written notice of default is given to Borrower, Bank may, at its option, without further notice to Borrower, declare all obligations incurred under this Agreement, including but not limited to the obligations under the Note, to be at once due and payable.

5.4 Remedies. After the acceleration, as provided for in Section 5.3, Bank shall have, in addition to the rights and remedies given it by this Agreement and the Note, all those allowed by all applicable laws.

6. GENERAL CONSTRUCTION. The provisions of this Agreement, the Note or other evidence of such liability held by the Bank shall be construed as complementary to each other. Nothing herein contained shall prevent Bank from enforcing any document in accordance with its respective terms.

6.1 Further Assurance. From time to time, Borrower will execute and deliver to Bank such additional documents and will provide such additional information as Bank may reasonably require to carry out the terms of this Agreement and be informed of Borrower's status and affairs.

6.2 Enforcement and Waiver by Bank. Bank shall have the right at all times to enforce the provisions of this Agreement and the Note in strict accordance with the terms hereof and thereof, notwithstanding any conduct or custom on the part of Bank in refraining from so doing at any time or times. The failure of Bank at any time or times to enforce its rights under such provisions, strictly in accordance with the same, shall not be construed as having created a custom in any way or manner modified or waived. All rights and remedies of Bank are cumulative and concurrent and the exercise of one right or remedy shall not be deemed a waiver or release of any other right or remedy.

6.3 Indemnity. The Borrower will indemnify, defend, and hold harmless the Bank from and against all claims and causes of action (and any resulting liability, cost, or expense) that are asserted against the Bank and arise from or relate to the Borrower's ownership, construction, or operation of the Project or the Borrower's failure to comply with applicable laws and regulations.

6.4 Waiver of Jury Trial. The Borrower and the Bank hereby waive any and all right to trial by jury in any action or proceeding relating to the Note, this Agreement, the obligations hereunder or thereunder, or any transaction arising therefrom or connected thereto. The Borrower and the Bank each represents to the other that this waiver is knowingly, willingly and voluntarily given.

6.5 Arbitration Agreement. The Borrower agrees to comply with the Arbitration Agreement provisions of the Note.

6.6 Expenses of Bank. Borrower will, on demand, reimburse Bank for all reasonable expenses, including the reasonable fees and expenses of legal counsel for Bank, incurred by Bank in connection with the enforcement of this Agreement and the Note, and the collection or attempted collection of the Note, whether any default is ultimately cured or whether Bank is obligated to pursue its remedies hereunder, including such fees and expenses incurred before legal action, during the pendency of any such legal action and continuing to all such fees and expenses in connection with any appeal to higher courts arising out of transactions associated herewith, except that if litigation is instituted and Borrower is the prevailing party in such litigation, Borrower, rather than Bank, shall be entitled to recover its reasonable attorney's

fees and costs of suit. The obligations of this section shall survive the making of this Agreement and the Note, including any documents or amendments subsequently executed.

6.7 Notices. Any notices or consents required or permitted by this Agreement shall be in writing and shall be deemed delivered or given when delivered in person or when deposited in the U.S. Mail, certified mail, postage prepaid, return receipt requested, or sent by telegraph. Notices shall be addressed as follows, unless such address is changed by written notice hereunder:

If to Borrower: Administration Building
Room 211
Moscow, ID 83844

If to Bank: 221 South Main Street
Moscow, ID 83843

6.8 Binding Effect, Assignment, and Entire Agreement. This Agreement shall inure to the benefit of, and shall be binding upon, the respective successors and permitted assigns of the parties hereto. Borrower has no right to assign any of the rights or obligations hereunder without the prior written consent of Bank. This Agreement, and the documents executed and delivered pursuant hereto, constitute the entire agreement between the parties and may be amended only by a writing signed on behalf of each party.

6.9 Severability. If any provision of this Agreement shall be held invalid under any applicable laws, such invalidity shall not affect any other provision of this Agreement that can be given effect without the invalid provision and, to this end, the provisions hereof are severable.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, in one or more counterparts, effective as of the day and year first above written.

**THE REGENTS OF THE UNIVERSITY
OF IDAHO**

Date: _____

By: _____
_____, Bursar

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**

Date: _____

By: _____
John P. McCabe, Vice President

EXHIBIT A
(Form of Note)

(To Be Provided at SBOE Meeting)

EXHIBIT B
(Draw Procedure and Form of Disbursement Request)

Borrower shall complete the attached Disbursement Request and submit the same to the Bank at least two (2) days prior to the date that funds are needed. The Bank will review the Disbursement Request and disburse to the Borrower the amount requested within the two (2) day period.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 12, 2010

EASTERN IDAHO TECHNICAL COLLEGE

SUBJECT

2010/2011 student health insurance premiums, and permanent delegation of rate approval to the chief executive officer

BACKGROUND/DISCUSSION

Student health insurance is part of the college's registration fees. Currently, there is no way for a student to opt out if they have other insurance; part-time students without coverage can't opt in to the plan; and the coverage is minimal. Eastern Idaho Technical College (EITC) has been working on an agreement to address these concerns.

EITC's carrier is Renaissance Agencies, a national student health insurance provider. They have obtained underwriting from Nationwide Life Insurance Company. Renaissance is also the carrier for the Student Health Insurance Plan consortium made up of BSU, ISU and LCSC. EITC did not join the consortium because it would not have achieved any cost savings for them.

According to Board policy, health insurance costs need to be approved by the Board or can be delegated to the chief executive officer. Consistent with the other college and universities, EITC requests permanent delegation to the chief executive officer for student health insurance rate approval.

IMPACT

EITC has negotiated with its current carrier, Renaissance Agencies, a student health insurance rate of \$84.00 per semester or \$252 annually for the 2010-2011 academic year. This rate reflects an increase of a \$31 per semester or \$93 annually (58%) over the current rate.

	2009/2010 Premiums	2010/2011 Premiums
Student Annual	\$159	\$252
Dependent	\$285	\$450

While the percent increase looks excessive, the actual cost of the plan is very reasonable by any measure. Furthermore, the plan coverage is significantly improved. For example, the former plan provided for 100% of reasonable and customary expenses up to \$1,500 per occurrence and then thereafter for 80% of reasonable and customary expenses up a maximum of \$11,500 per occurrence. The \$11,500 maximum included the \$1,500 basic benefit. The new plan provides for 80% coverage for all reasonable and customary expenses up to a maximum of \$50,000 per occurrence.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 12, 2010

The College will assess and collect the insurance fee for all students registering for 12 or more credits and will refund the fee to those who subsequently apply and qualify for the "proof of other insurance" waiver.

STAFF COMMENTS AND RECOMMENDATIONS

While it was not cost beneficial for EITC to participate in the Student Health Insurance Plan (SHIP) consortium approved by the Board in April, the college believes it had the benefit of the consortium's coattails when the college bid out their student health insurance plan. The SHIP carrier provided EITC a very competitive and improved benefit plan for its students. Staff recommends approval.

BOARD ACTION

I move to approve Eastern Idaho Technical College's 2010/2011 student health insurance premiums, and to permanently delegate to the chief executive officer the approval of these rates.

Moved by _____ Seconded by _____ Carried Yes _____ No _____