

AGENDA ITEM SUMMARY

DATE: 05/07/2008 DEPARTMENT: Treasurer

DEPT. HEAD SIGNATURE: *[Signature]*

SUBJECT:

ICLEI Grant Contract (revised by ICLEI)

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code _____
(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Though previously signed, this is a slightly modified contract. Specifically, the reporting requirements have been made less stringent.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Budget Line Item # _____ YTD Line Item Balance \$ _____
Estimated Hours Spent to Date: _____ Estimated Completion Date: _____
Staff Contact: _____ Phone # _____
Comments: _____

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

___ City Attorney	___ Clerk / Finance Director	___ Engineer	___ Building
___ Library	___ Planning	___ Fire Dept.	___
___ Safety Committee	___ P & Z Commission	___ Police	___
___ Streets	___ Public Works, Parks	___ Mayor	___

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Please sign (again) so the funds will be released. Thanks!

FOLLOW-UP REMARKS:

THIS AGREEMENT is made in duplicate on February 29, 2008

BETWEEN:

City of Hailey, ID (hereinafter called "Municipality")

and

ICLEI – Local Governments for Sustainability U.S.A., Inc.
(hereinafter called "ICLEI")

WHEREAS, ICLEI wishes to provide grant funding to Municipality for performance of the Northwest Cities for Climate Protection Initiative Project set out in this Agreement; and

WHEREAS, Municipality wishes to accept said funding from ICLEI for performance of the Project;

THEREFORE, subject to the terms and conditions of this Agreement, ICLEI hereby engages the Municipality as an independent contractor to perform the Project services set forth herein, and Municipality hereby accepts such engagement.

Section 1. Project Services

1.1 The Project Services, including timeframes expected under this Agreement are detailed in the Scope of Work, attached herein as Appendix A.

Section 2. Term

2.1 This Agreement shall be effective upon the date first written above and shall terminate on January 31, 2009.

Section 3—Payment for Project Services

- 3.1 The Municipality is expected to fulfill the tasks detailed in the Scope of Work, attached as Appendix A, by the dates specified.
- 3.2 The grant issued to Municipality under this Agreement is contingent upon an in-kind monetary or in-kind contribution by the Municipality of not less than five to fifteen percent (5% – 15%) of the value of the grant. (Staff time not covered by the grant amount can count towards the in-kind contribution.)
- 3.3 The value of the grant shall not exceed \$5,000.
- 3.4 The Municipality will receive the grant funds from ICLEI in accordance with the following terms and schedule:
- a. The value of the grant shall be payable in advance of Task 1 of the Scope of Work.
 - b. Acceptance of the grant funds shall constitute agreement to the in-kind contribution stipulation.
- 3.5 The completion of the Scope of Work and in-kind contributions shall be documented by the Municipality, as follows:
- a. The Municipality and the Environmental Resource Center shall document the progress of the activities in the Scope of Work and associated in-kind contributions by way of a quarterly email to ICLEI.
 - b. At the conclusion of the Scope of Work, the Environmental Resource Center shall provide ICLEI a letter on Municipality letterhead signed by a Municipality official (i.e., Municipality Manager/Administrator or duly authorized official) that attests to the completion of the Scope of Work and includes a summary of the \$5,000 grant expenses and of the 5% – 15% monetary or other in-kind support contributed.

ICLEI:

ICLEI – Local Governments for Sustainability U.S.A., Inc.
436 14th Street, Suite 1520
Oakland, CA 94612
Fax: (510) 844-0698

Section 8. General Provisions

- 8.1 The text herein shall constitute the entire agreement between the Parties, superseding any previous agreement verbal or written, and any subsequent amendments hereto must be in writing.
- 8.2 If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable; the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- 8.3 This Agreement is made under the laws of the United States of America and the State of California, for interpretation in the Courts of the State of California.

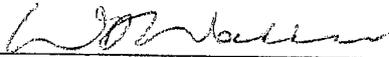
IN WITNESS WHEREOF, Michelle Wyman, Executive Director (or William Wallace, Chief Financial Officer) of ICLEI – Local Governments for Sustainability U.S.A., Inc., has caused this Agreement to be signed and executed on behalf of ICLEI U.S.A., and the duly authorized officer stated below has caused this Agreement to be signed and executed on behalf of Municipality, both in duplicate, the day and year first above written.

for ICLEI:

Michelle Wyman
Executive Director
ICLEI – Local Governments for Sustainability U.S.A., Inc.

Date

or



William Wallace
Chief Financial Officer
ICLEI – Local Governments for Sustainability U.S.A., Inc.

2/29/08
Date

for Municipality:

Honorable Rick Davis
Mayor, Hailey, Idaho

Date

Jun	<ul style="list-style-type: none"> • Attend to AmeriCorps requirements as needed • Assist with the recycling initiative at special events • Finish facilitating the drafting of Local Action Plan for City of Hailey & Blaine County • Present findings to appropriate climate committee • Implement next phase of valley-wide carbon reduction efforts (Co2mmit to Take Action campaign)
Jul	<ul style="list-style-type: none"> • Attend to AmeriCorps requirements as needed • Assist with the recycling initiative at special events • Begin facilitating the drafting of Local Action Plan for City of Ketchum & Sun Valley • Present Local Action Plan to appropriate committee and community • Implement next phase of valley-wide carbon reduction efforts (Co2mmit to Take Action campaign)
Aug	<ul style="list-style-type: none"> • Attend to AmeriCorps requirements as needed • Assist with the recycling initiative at special events • Finish facilitating the drafting of Local Action Plan for City of Ketchum & Sun Valley • Implement next phase of valley-wide carbon reduction efforts (Co2mmit to Take Action campaign)
Sep	<ul style="list-style-type: none"> • Attend to AmeriCorps requirements as needed • Present Local Action Plan to appropriate committee and community • Assist with the recycling initiative at special events • Implement next phase of valley-wide carbon reduction efforts (Co2mmit to Take Action campaign)
Oct	<ul style="list-style-type: none"> • Attend to AmeriCorps requirements as needed • Plan an America Recycles event • Implement next phase of valley-wide carbon reduction efforts (Co2mmit to Take Action campaign)
Nov	<ul style="list-style-type: none"> • Attend to AmeriCorps requirements as needed • Implement an America Recycles event • Implement next phase of valley-wide carbon reduction efforts (Co2mmit to Take Action campaign)
Dec	<ul style="list-style-type: none"> • Attend to AmeriCorps final paperwork requirements as needed