

AGENDA ITEM SUMMARY

DATE: 9/10/2012 DEPARTMENT: Administrative DEPT. HEAD SIGNATURE: Heather Dawson

SUBJECT:

Motion to ratify grant application for Idaho Humanities Council funding of \$1,500 toward the interpretive exhibits construction at the Hailey Welcome Center

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

After preparing a conceptual plan for the interpretive exhibits, Hailey plans to fabricate a portion of the exhibits in advance of the building opening in January, 2013. This grant application asks for \$1,500 toward that endeavor, which is also supported by \$1,500 in donated funds.

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:

Move to ratify grant application to Idaho Humanities Council, requesting \$1,500 for exhibits fabrication and installation.

FOLLOW-UP REMARKS:

\*



IDAHO HUMANITIES COUNCIL
GRANT COVER SHEET

Submission Deadline - January 15 and September 15

Grant Type Major X Mini Research Fellowship
Teacher Incentive Planning

Grant Title Coming Together Through Time

Requested Grant Amount \$ 1,500 (round to nearest dollar)
Anticipated Cost Share \$ 2,641 (must be at least equal to IHC Request)

Beginning Date of Project 11/1/2012 Ending Date 3/31/2013

Abstract (no more than 150 words)

The City of Hailey Historic Preservation Commission (HPC) will install an exhibit at the Wertheimer Park Welcome Center. The exhibit will provide a focus on the humanities by revealing layers of stories important to this site at the entrance of town. COMING TOGETHER THROUGH TIME will occupy a 630 square foot exhibit space that is a place where the town can tell its stories - stories about how a community is built - and share those stories with others, strengthening its sense of identity and providing a gathering place for diverse groups. The intent, then, is to revitalize this important community locale while honoring the narrative layers of the landscape.

COMING TOGETHER THROUGH TIME will show how the community has come together over and over again during the last 100 years to make something special happen at the Wertheimer Park site. The project will be completed in phases. The portion of the exhibit proposed for design, fabrication and installation under this grant request is an in-depth rodeo artifact display and interpretive text. The Hailey rodeo, with more than 60 years of history at this site, is a major part of the overall exhibit. (The proposed work is a continuation of a previously funded Idaho Humanities Council grant project entitled "Rodeo: A Story of Community," under which Hailey completed a professional concept design.)

Audience Type:
Region of the State:

State Legislative District of Sponsor: 25
National Congressional District of Sponsor: District 2

Sponsoring Organization Name City of Hailey Historic Preservation Commission
DUNS Number 169191517 (See guidelines for instructions)
Authorizing Official's Name Mayor Fritz X. Haemmerle
Address 115 South Main St., Suite H
City Hailey County Blaine State ID Zip 83333
Phone 208-788-4221 Fax 208-788-2924 Website www.haileycityhall.org

Project Director's Name Dr. Rob Lonning
Address (if different from sponsor) 415 South Second Ave.
City Hailey County Blaine State ID Zip 83333

Work Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_  
Home Phone 208-788-9654 Email ralonning@mac.com

**Fiscal Agent's Name** (must be different than project director) Becky Stokes  
Address (if different from sponsor) 115 South Main St., Suite H  
City Hailey County Blaine State \_\_\_\_\_ ID \_\_\_\_\_ Zip 83333  
Work Phone 208-788-4221 x28 Fax 208-788-2924 Email becky.stokes@haileycityhall.org  
Home Phone \_\_\_\_\_ Email \_\_\_\_\_

Fiscal Agent

\_\_\_\_\_  
Authorizing Official  
**Grant Applications to IHC In Last Five Years  
(Received and Rejected):**  
Rodeo: A Story of Community  
Awarded \$4,000  
\_\_\_\_\_  
\_\_\_\_\_

**Signatures:** \_\_\_\_\_  
Project Director  
\_\_\_\_\_

# Application Narrative

## Project Summary

The City of Hailey Historic Preservation Commission (HPC) will install an exhibit at the Wertheimer Park Welcome Center. The exhibit will provide a focus on the humanities by revealing layers of stories important to this site at the entrance of town. COMING TOGETHER THROUGH TIME will occupy a 630 square foot exhibit space that is a place where the town can tell its stories - stories about how a community is built - and share those stories with others, strengthening its sense of identity and providing a gathering place for diverse groups. The intent, then, is to revitalize this important community locale while honoring the narrative layers of the landscape.

COMING TOGETHER THROUGH TIME will show how the community has come together over and over again during the last 100 years to make something special happen at the Wertheimer Park site. Although the Hailey rodeo is a major part of the exhibit, with more than 60 years of history at this site, most of the Hailey community is unfamiliar with the story of the site prior to 1949. These early stories will also be included in the project, as will stories related to the site's current uses, enriching the overall exhibit experience and using the humanities to unify the many stories within the exhibit theme.

In 2010, the HPC received an Idaho State Historical Society community grant to conduct the research for this project (Phase I). At the conclusion of the research, the HPC initiated the concept design for the exhibit (Phase II). The \$35,000 concept design was completed with the assistance of an Idaho Humanities Council grant, private donations and city funds (several sample sheets from the concept design are included as supporting documentation). The HPC is now ready to begin the final design, fabrication and installation of a portion of the exhibit (Phase III), in tandem with fundraising, and plans to continue with final design, fabrication and installation of the remaining portions of the exhibit (Phase IV) once fundraising is complete.

A \$50,000 match challenge has been pledged; the donor will match each dollar raised with an equal amount, up to \$50,000. The HPC has an application pending with the Idaho State Historical Society community grant program for Phase III. If successful, the beginning budget for Phase III will be \$7,500 (\$2,500 in ISHS funds, \$2,500 in city funds and \$2,500 in match challenge funds). With a \$7,500 budget, the HPC can implement a welcome kiosk, three exhibit wall panels, an oral history component and a film footage component.

The HPC seeks additional funding for Phase III from the Idaho Humanities Council under this grant application. An Idaho Humanities Council grant of \$1,500 (and the city's match to this grant request), would enable the city to add an in-depth, rodeo artifact display with accompanying interpretive photos and text. This approach will allow the team to "make a beginning" and also provides a quality platform for continued fundraising for the project.



## Sponsoring Organization Description

The HPC is an advisory board comprised of volunteers appointed by the City of Hailey's Mayor and confirmed by the Hailey City Council. The HPC was founded in 2004, and has the following significant accomplishments to its credit:

- Obtained *Certified Local Government* status.
- Received *Heritage City* designation.
- Listed four historic buildings on the *National Register of Historic Places*.
- Provided support and collaboration with staff of the Hailey Public Library and the Mallory family in digitizing and creating a website for the Martyn Mallory Photographic Collection, which consists of more than 3,000 original prints and 1,500 glass plate and nitrate negatives early Hailey and the surrounding area.
- Applied for and received *Preserve America* designation from the White House.
- Applied for and received grants totaling \$17,000 from the *Certified Local Government* program since 2006.
- Aided Hailey Building and Planning Departments in developing a Demolition Ordinance that assures review and documentation of affected historic structures.

## Project Activities

### PROJECT CONCEPTION & NEED

The project is located at the site of the new Wertheimer Park. Wertheimer Park (formerly referred to as the Hailey Rodeo Park) lies along Hailey's Main Street, as one enters Hailey proper from the south. This site is the location of Hailey's original rodeo arena. The old arena was structurally unsound and noncompliant with ADA requirements, leading to a new master plan for the rodeo grounds property that involved demolishing the old arena and building a new arena, building a Welcome Center, adding a separate ice rink facility, and expanding Hailey's existing world class skateboard park. The new arena and skateboard park expansion are complete. The ice rink facility is currently fundraising. The Welcome Center is under construction and will be complete in mid-September 2012.

When it became necessary to demolish the unsafe original rodeo arena as part of the new master plan for the property, the need to honor and remember the past was strongly felt by the community at large, elected officials, the HPC and city staff. An interpretive exhibit was determined as the best way to perpetuate the memory of the old arena and the rodeo history it represented.

The rodeo has been a long standing tradition at this historic site, and it has been a defining force in the community of Hailey since 1949. What is less known and understood is that this site was a community gathering place for many years prior to the advent of the rodeo. In 1903, the land presently occupied by the rodeo grounds and adjacent school sports fields was deeded to the City of Hailey. Civic leaders used the deeded property for a park (called Wertheimer Park), race track, and ball field over the next decades. The research for this project uncovered little known community uses of this site. The project team that has formed to develop COMING TOGETHER THROUGH TIME has determined to include significant stories related to this early site history.



The 1,731 square foot Welcome Center will serve two purposes. The Hailey Chamber of Commerce will occupy approximately two-thirds of the space; the other one-third is dedicated exhibit space. Please see the attached floor plan.

### PROJECT GOALS

The primary goal of the overall project is to preserve, celebrate and communicate the rich history of community at the Wertheimer Park site. The team has already collected numerous historic photographs, film footage, memorabilia, artifacts and oral histories to be used in the exhibit. A professional concept design has also been completed.

Hailey anticipates completing the project in phases. Phases I and II are complete. Phase III will be based on the concept design and will include design, fabrication and installation of a welcome kiosk, three exhibit wall panels with photographs and text, and an oral history component. Film footage will also be edited for playback on a simple flat screen TV monitor. Hailey seeks funding from the Idaho Humanities Council to also design, fabricate and install an in-depth, rodeo artifact display with accompanying interpretive photos and text. Hailey has already acquired numerous artifacts to choose from for use in such a display. For example, the city has the first five original rodeo programs; a pair of white buckskin gloves beaded by Indian craftsmen and spurs that were worn by the 1950 Rodeo Queen, Wanda Cole McKinney; a spud race belt buckle; numerous rodeo trophies; a hand-tooled leather belt worn by the 1966 Rodeo Queen Karma Bingham; and leather chaps owned by Lucille Friedman, to name a few. Photos and text would complete the in-depth interpretation. The team will select the artifacts to use in the exhibit, select accompanying photos and write the interpretive text.

The goals in Phase III are to introduce the viewer to the overall exhibit concept, interpret some key components of the site history, and establish a foundation for raising further funds. A combination of Idaho State Historical Society community grant funds, Idaho Humanities Council grant funds, city funds, and match challenge funds would be used to support this Phase III.

### FORMAT FOR PUBLIC ACTIVITIES

The Hailey Chamber of Commerce will occupy the eastern section of the Wertheimer Park Welcome Center; COMING TOGETHER THROUGH TIME will be installed in the western section of the building. The Hailey Chamber keeps regular full-time hours, when the public will be able to visit and view the exhibits.

Completion of Phase III will be celebrated with an open house, inviting the community to attend. Fundraising activities are also anticipated to occur in the exhibit space.

### TIMELINE FOR ACTIVITIES

Select artifacts/photos and write text for in-depth rodeo display .....	11/1/12 – 11/30/12
Design display, using graphic designer already selected via ISHS grant project.....	12/1/12 – 12/15/12
Fabricate display case and non-artifact display elements .....	12/15/12 – 1/15/13
Installation .....	1/15/13 – 1/31/13



## Humanities Content

COMING TOGETHER THROUGH TIME aims to use the humanities as a means to unify a physical site, the reconstructed rodeo grounds (Werthheimer Park) and community gathering place. The interpretive exhibit will add layers of narrative and history to the site, giving the location depth and significance that will make it more than a recreational area. History, oral narratives, written literature, art, and folklore are the humanities disciplines that form the backbone of the project.

COMING TOGETHER THROUGH TIME will encourage audiences to reflect on and engage in a sense of community through the rich and varied history of the Werthheimer Park site. The story of Hailey's community development is intertwined with the story of this site, including the rodeo story, as well as many other stories of the community coming together time and again to make something special happen at Werthheimer Park. COMING TOGETHER THROUGH TIME will provide interactive and user-friendly displays to help visitors understand and connect with our community, intellectually and emotionally. The exhibit's specific focus is the community's use and development of the Werthheimer Park site as a metaphor of community reinventing itself through generations and various gathering activities in a beloved, downtown location. The Werthheimer Park site is unique in that this prime, downtown location also serves in preserving the history of an icon of western culture: the rodeo. Rodeo has played a large part in the rich history of towns throughout Idaho, including Hailey. Those who live here, and those who visit here, can learn from this exhibit for many years to come.

The proposed in-depth, rodeo artifact display with accompanying interpretive photos and text will embody the theme of COMING TOGETHER THROUGH TIME. The display will tell a specific part of the Werthheimer Park story and reinforce the main message of the overall exhibit: Werthheimer Park is at the heart of the community's identity, and has been for over 100 years. Once again, the people of Hailey have come together to make something special happen at this site.

## Project Materials

An exhibit brochure will be developed as part of Phase III.

## Controversy

Because this project has significant rodeo content, it could raise issues about the ethics of the rodeo related to animal cruelty. The use of "flank straps" on horses and bulls and electric prods are two examples of practices that have received attention from animal rights groups such as PETA (People for the Ethical Treatment of Animals) and SHARK (SHowing Animals Respect and Kindness). The Professional Rodeo Cowboys Association (PRCA) makes a distinction between the philosophies of "animal welfare" versus "animal rights." According to the PRCA, "animal welfare" means humans have the right to use animals, but along with that right comes the responsibility for humane care and treatment. The "animal rights" movement stems from the philosophy that animals should be viewed as non-human persons and members of the moral community, and should not be used as food, clothing, research subjects, or entertainment (*Animals and Ethics*, Broadview Press, 2003, pp 15ff.). In planning the interpretive exhibits for



this project, the animal cruelty issue will be addressed. COMING TOGETHER THROUGH TIME does not intend to glorify or gloss over the potentially problematic issues of the rodeo, but rather to highlight the function of the rodeo in the shaping of a community's identity.

## Humanities Scholars

**Florence Blanchard** is the Project Historian. For the past 10 years, she has been a grants consultant and historical researcher for Idaho Heritage Trust, Technical Assistance program for historic preservation projects. From 1981-1983 she was the Project Director of "A Wood River Valley Legacy: The Hailey Centennial Photo Essay Project," supported by the Idaho Humanities Council. She holds a B.A. in English from the University of California, Northridge.

Ms. Blanchard began conducting research for COMING TOGETHER THROUGH TIME in October 2010. She has uncovered a wealth of usable material for the project, from historic photographs and artifacts to various memorabilia. Her final research report documents the site's history and catalogs all of the materials. Ms. Blanchard's ongoing role is to ensure historical accuracy in the exhibit implementation. She will also assist with writing the interpretive text.

**Dr. Jennifer Emery Davidson** holds a Ph.D. in American Studies from the University of Utah, Salt Lake City. Her fields of study include Literature and History of the American West, Environmental Literature and Regional Folklore. She is presently the Director of the College of Southern Idaho Blaine County Center.

Dr. Davidson is a core member of the interpretive exhibit project planning and design team. She will continue to play a key role in the project's development by assisting the project team in defining and shaping the exhibit content. Dr. Davidson will also assist with writing the interpretive text.

## Resource Persons

**Dr. Rob Lonning, Project Director**, is the current Chairperson of the Hailey Historic Preservation Commission (HPC). He has nearly 40 years of experience as an educator and has been involved with the HPC since its inception. During his tenure as chair of the HPC three historic buildings in Hailey have been added to the National Register of Historic Places and in 2009 he was co-director of a successful State Historic Records Advisory Board (SHRAB) grant that resulted in the digitization and uploading to the Internet of the historic Martyn Mallory Photographic Collection.

**Heather Dawson, Hailey City Administrator**, will act as Assistant Project Director, with a primary focus on integrating various groups associated with the site, and coordinating city staff and resources to assist the project.

**Tracy Anderson, Hailey Grant Administrator**, will provide grant administration. Her experience includes more than a dozen grant projects in the last three years from both federal and state agencies. Ms. Anderson has been with the City of Hailey for eight years.



**Lorna Hazelton** is the Treasurer of the Sawtooth Rangers Riding Club, the entity that has been responsible for the *Days of the Old West Rodeo* since its inception in 1949. She is representing the Rangers in the development of the project, and provides a valuable connection to – and wealth of knowledge about – the Rangers organization and membership.

**Joan Davies** is a Hailey Historic Preservation Commission member and lifetime Hailey community member supporting the project with historical fact checking, story and design development, and community support.

**Becki Keefer** is a volunteer with many years of experience in community development via her service on various boards and commissions, including the Hailey Planning & Zoning Commission, the Hailey Parks & Lands Board and the Hailey Arts Commission. She was instrumental in the redevelopment of the Werthheimer Park site. She will prepare construction documents for the casework for the project, and provide input during the exhibit design process.

**The Community Library Association Regional History Department** has completed two oral histories for the project, and has committed to complete one additional oral history prior to the end of the year. The completed interviews are/will be part of the permanent collection in the Community Library Association Regional History Department. A second copy of all interview materials will be kept in the permanent collection of the Hailey Public Library.

**The Sun Valley Center for the Arts and Humanities** is the team’s technical advisor. Founded in 1971, the center has many years of experience in developing exhibit concepts and designs for a multitude of topics, encompassing both the humanities and the arts. Kristin Poole, the center’s Executive Co-Director and Artistic Director, will support the design, fabrication and installation process with expertise and guidance. Ms. Poole will also support interpretive text development.

## **Publicity Plan and Evaluation**

The publicity plan for Phase III of COMING TOGETHER THROUGH TIME is intended to reach both local audiences and the many tourists who frequent the Hailey area throughout the year. These audiences may have a general interest in history or the history of Hailey, or a special interest in the rodeo. Still others may have an interest in a wide range of cultural activities, and would see this exhibit as one of many things to experience when in the area. The intent of COMING TOGETHER THROUGH TIME is to add a significant humanities aspect to the experiences of these various audiences. Whether they come to Werthheimer Park to attend their first or fiftieth rodeo, or to skate in the skateboard park, or to look around on their way to go camping or skiing in the Sawtooths, or simply to stroll and enjoy a summer evening – we hope this site will make people think about how the past is inextricably linked with the present and the future, and how the people of this community have come together over and over again to make something special happen at Werthheimer Park.

Specific publicity efforts will include the following:

- An exhibit grand opening celebration, open to the public and advertised in the local newspaper and in the City of Hailey newsletter. Press release on grand opening to regional and local news media.



- An exhibit brochure that will promote the exhibit and also act as a fundraising mechanism.

Project evaluation includes the following elements:

- Track attendance at the grand opening by having attendees sign a guest book.
- Track general attendance on an ongoing basis by having visitors sign a guest book.
- Track the number of brochures disseminated.
- Provide a feedback card for visitors, asking for their thoughts on the exhibit.





**IDAHO HUMANITIES COUNCIL  
BUDGET SUMMARY FORM**

Grant Type \_\_\_\_\_ Major \_\_\_\_\_  Mini \_\_\_\_\_ Teacher Incentive \_\_\_\_\_ Planning \_\_\_\_\_

Grant Title Coming Together through Time Interpretive Exhibit

Requested Grant Amount \$ 1,500 (round to nearest dollar)

Anticipated Cost Share \$ 2,641 (must be at least equal to IHC Request)

For each line item, enter whole-dollar amounts, rounding any fractions to the nearest dollar.

BUDGET CATEGORIES	IHC GRANT FUNDS	COST-SHARE	TOTAL
1. Salaries & Wages		1,140	1,140
2. Fees & Honoraria			
3. Travel & Per Diem			
4. Supplies & Postage			
5. Promotion		538	538
6. Facilities & Equipment			
7. Printing & Copying			
8. Other	1,500	963	2,463
9. Subtotal of Project Costs	1,500	2,641	4,141
10. Indirect Costs***			
<b>TOTAL PROJECT COSTS</b>	<b>1,500</b>	<b>2,641</b>	<b>4,141</b>

**IHC may trim requests and/or attach conditions to any grant it awards, and may choose not to fund indirect costs.**

**List all other possible sources and amounts of cash income for the project.**

CONFIRMED		POTENTIAL	
Source	Amount	Source	Amount
<u>City of Hailey / \$2,500</u>		<u>ISHS Community Grant / \$2,500</u>	
<u>Challenge Match up to \$50,000</u>		_____	
_____		_____	
_____		_____	

\*\*\*\*\*  
**See Budget Narrative Details for More Information**

\*\*\*Indirect Costs: Some organizations might wish to claim indirect costs. Indirect costs are those costs incurred by organizations that are not easily identified as specific to a project. Typical examples are allowances on buildings and equipment, the costs of operating and maintaining facilities, and general (non-project) administration expenses. Indirect costs may be included as cost-share.

Organizations without federally negotiated indirect cost rates are not eligible for support fo indirect costs. If an organization has a federally negotiated indirect cost formula, it may request no more than 10% of that amount from IHC. The remaining 90% is to be included in the budget as cost-share. Applicants who wish to claim indirect costs should include in the budget narrative some verification of their formula by an appropriate federal agency. (See budget instructions for more information.)

**NOTE:** Grantees are required to submit a final report, summarizing all expenditures for the project (both IHC and cost-share). Reporting forms and instructions are sent with approval packets. Grantees are required to keep all supporting documentation for both IHC and cost-share expenditures – bills, sales receipts, cost-share documentation – for at least three years after the date the final report is submitted. In the event of an audit, these records must be made available upon request by IHC's or NEH's auditor.

# Budget Narrative

## 1. Salaries and Wages

Item	Grant Funds Requested	Hailey Match *	In Kind	Total
<b>Salaries and Wages</b>				
Project Manager (Volunteer) Rob Lonning 10 hrs @ \$25/hr	0	0	250	250
Grant Administrator (City Staff) Tracy Anderson / 5 hrs @ \$28/hr	0	0	140	140
City Administrator (City Staff) .25% of Salary Time	0	0	250	250
Project Support (Volunteers) 20 hrs @ \$25/hr	0	0	500	500
<i>Subtotals</i>	<i>0</i>	<i>0</i>	<i>1,140</i>	<i>1,140</i>

## 2. Fees and Honoraria

None

## 3. Travel and Per Diem

None

## 4. Supplies, Postage, Telephone

None

\* Hailey's match may be funded through a combination of individual donations, private foundation contributions, grants and the city's capital fund.



## 5. Promotion – Printing, Postage, Media Advertising

Item	Grant Funds Requested	Hailey Match *	In Kind	Total
<b>Promotion</b>				
Display Advertisement in Local Paper (Exhibit Opening) \$175 ea. x 2	0	350	0	350
Exhibit Brochure .75 ea. x 250		188	0	188
<i>Subtotals</i>	<i>0</i>	<i>538</i>	<i>0</i>	<i>538</i>

## 6. Facilities and Equipment

None

## 7. Printing and Copying

None

## 8. Other

Tasks				
Graphic Design	0	250	0	250
Fabrication of Case and Exhibit Content	1,500	713	0	2,213
<i>Subtotals</i>	<i>1,500</i>	<i>963</i>	<i>0</i>	<i>2,463</i>

## 9. Subtotal of Project Costs

None

## 10. Indirect Costs

None

\* Hailey's match may be funded through a combination of individual donations, private foundation contributions, grants and the city's capital fund.





**AGENDA ITEM SUMMARY**

**DATE:** 09/17/2012 **DEPARTMENT:** Hailey Arts Commission **DEPT. HEAD SIGNATURE:**

**SUBJECT:**

Hailey Welcome Center Mural by Tom Teitge  
Final Public Art Contract at Werthheimer Park

**AUTHORITY:**  ID Code \_\_\_\_\_  IAR \_\_\_\_\_  City Ordinance/Code 2.32, 3.08  
(IF APPLICABLE)

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

The attached mural design by artist Tom Teitge is the final piece of public art associated with the arena, skatepark and welcome center. The Hailey Arts Commission reviewed the design at its September 13, 2012 meeting, and forwards its recommendation of the design to the Hailey City Council for its review and approval.

The artist considered the interpretive exhibit concept design prepared by The Portico Group to develop the artwork concept, shown in the attached sketch. The exhibit theme of "Coming Together through Time" is beautifully depicted in the artist concept. Using the metaphor of a campfire with more than a dozen people representing more than a century of Wood River Valley life is a strong visual interpretation of the exhibit theme.

Design Details

The artist's design is contained in the top 4' of wall space in the exhibit area, and wraps around all 4 walls. In the case of the east, south and west walls, the design will be above the windows and doors, the tops of which create a natural border. An intricate border will be painted to further delineate the east, south and west wall panels. On the north wall, the clerestory windows fall within the 4' design space.

The sky is a key feature of this mural. In the central panel (the south wall), it is late afternoon. On the east and west panels it is early to mid-evening. And on the north wall, it is night. There are clouds spanning the south, east and west walls, and stars on the north wall. If one thinks about it, the sky is a defining feature of where we live, and is a highly appreciated part of the environment here. The change of colors from late afternoon to evening to night also signifies a passing of time.

At the far ends of the east and west walls are two iconic figures – a woman and a man wielding scythes – a nod to the agricultural heritage of the area. These iconic figures provide a frame for the central panel without being overbearing. The east and west panels will also contain a very small number of small motifs that have local significance, such as a flock of geese, and on a whimsical note, a female trick rodeo rider, appearing to fly through the air on her horse. All motifs will be determined by the artist. The design of the east and west panels strongly supports the overall narrative line of the mural.

The central panel, on the south wall, is the heart of the mural. A campfire burns brightly. More than a dozen figures are placed around the campfire, sharing stories. The figures are comprised of a combination of archetypal cultural figures (such as a miner, a cowboy, a shepherd, a railroad engineer) and historical or culturally prominent modern figures with a tie to Wood River Valley life. All figures will be determined by the artist. The campfire scene is a powerful image that illustrates the undeniable effect of community on a geographical place. The diversity and meaning of what constitutes community is fully evolved in the artists design.

The artist agreement for painting of this artwork is also attached. This agreement replaces the original design contract with the artist, and incorporates materials costs, all within the originally allocated public art budget.

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:** Caselle # \_\_\_\_\_  
Budget Line Item # \_\_\_\_\_ YTD Line Item Balance \$ \_\_\_\_\_  
Estimated Hours Spent to Date: \_\_\_\_\_ Estimated Completion Date: \_\_\_\_\_  
Staff Contact: \_\_\_\_\_ Phone # \_\_\_\_\_

**ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:** (IF APPLICABLE)

\_\_\_ City Attorney    \_\_\_ Clerk / Finance Director    \_\_\_ Engineer    \_\_\_ Building



**CITY OF HAILEY  
RESOLUTION NO. 2012-63**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY  
AUTHORIZING THE AGREEMENT WITH ARTIST TOM TEITGE FOR PUBLIC  
ART AT THE INTERPRETIVE CENTER.**

WHEREAS, the City of Hailey desires to enter into a Public Art Contract with Tom Teitge under which Tom Teitge will provide a mural at the Interpretive Center for a fee of \$8,000 to be paid in three installments.

WHEREAS, the City of Hailey and Tom Teitge have agreed to the terms and conditions of the Public Artwork Contract, a copy of which is attached hereto.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO,** that the City of Hailey approves the Public Artwork Contract between the City of Hailey and Tom Teitge and that the Mayor is authorized to execute the attached Agreement,

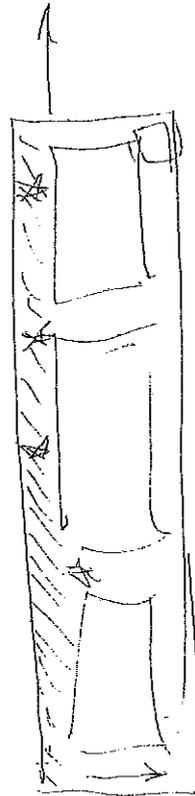
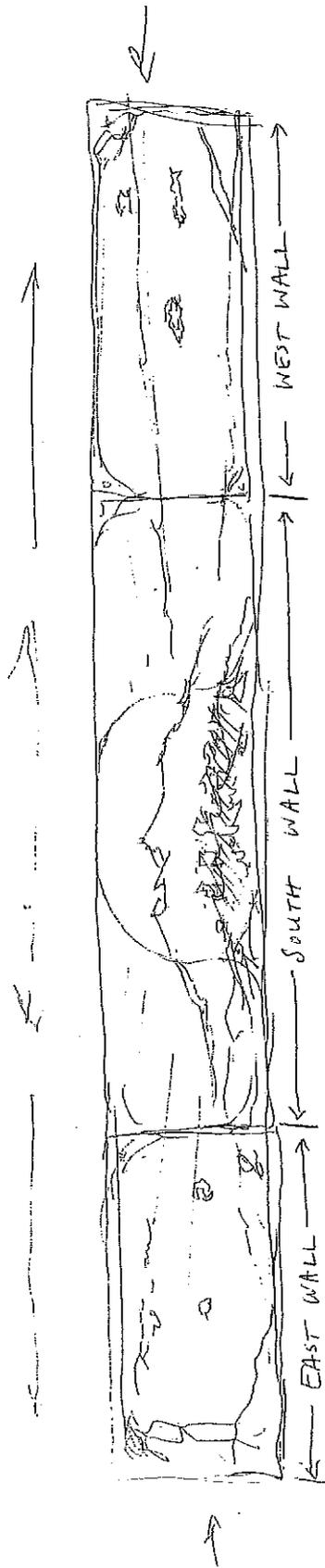
Passed this 17th day of September, 2012.

City of Hailey

\_\_\_\_\_  
Fritz X. Haemmerle, Mayor

ATTEST:

\_\_\_\_\_  
Mary Cone, City Clerk



NORTH WALL  
(Clerestory Windows)

All design is contained in top 4' of wall space. In the case of East, South and West walls, that would be above the windows and doors. On the North wall, the clerestory windows fall within the 4' design space.

# PUBLIC ARTWORK CONTRACT

(Teitge-Interpretative Center)

THIS PUBLIC ARTWORK CONTRACT ("Agreement") is made and entered into this \_\_\_ day of September, 2012, by and between the CITY OF HAILEY, an Idaho municipal corporation ("Hailey") and TOM TEITGE, an individual ("Artist") (Hailey and Artist are collectively referred to as the "Parties").

## RECITALS

A. Hailey is a political subdivision of the state of Idaho. Fritz X. Haemmerle is the duly elected and acting mayor of Hailey and has been authorized to execute this Agreement.

B. The Parties previously entered into an Art Design Contract which was intended to provide an agreement for design services by the Artist for various components of a public construction project consisting of the construction of a Multi-Use Arena, Ice Skating Rink, an Interpretative Center and an addition to the Hailey Skatepark at the Rodeo Grounds ("Rodeo Grounds Facilities").

C. The Art Design Contract provided for an approval process of the Artist's artwork ("Artwork") and payment of \$8,000 in three installments. The Artwork specifically consists of one (1) topographic map at the Interpretative Center and one (1) mural at the Interpretative Center. The specifications of the Artwork ("Design Specifications") are more specifically described in attached **Exhibit "A."** The Parties agree that the Artist has performed the services under the Art Design Contract for the first two installments and has been paid \$6,000 for those services.

D. The Art Design Contract contemplated that the Parties would endeavor to enter into a Public Artwork Contract. This Agreement is intended to be that Public Artwork Contract and is intended to replace the Art Design Contract. The Parties specifically understand and agree that the provisions of Art Design Contract which address the installation and construction of artwork at the Rodeo Grounds Facilities, and final payment for such installation and construction and the cost of materials, are now replaced and substituted by this Agreement.

E. Subject to the terms and conditions of this Agreement, the Parties wish to enter into this agreement to fabricate and install the artwork at the Rodeo Grounds Facilities.

## AGREEMENT

NOW THEREFORE, Hailey and the Artist, for and in consideration of the recitals, which are incorporated below, mutual promises and covenants hereinafter set forth, do hereby agree as follows:

1. Scope of Services. The Artist shall fabricate and install the Artwork in substantial conformity with the Design Specifications and this Agreement and provide all of the necessary services and furnish all supplies, material and equipment necessary to fabricate the Artwork.

The Artwork must be durable, taking into consideration that the Rodeo Grounds Facilities is a public space that may be exposed to the elements such as weather, temperature variation, and considerable movement of people and equipment. The services required under this Agreement shall be performed in a professional manner and in substantial compliance with all terms and conditions under this Agreement. The Artwork shall be installed at the Interpretative Center within sixty (60) days after the issuance of a certificate of occupancy for the Interpretative Center. While the Artwork is being installed on-site, the Artist shall avoid creating nuisance conditions arising out of the Artist's operations.

2. Consideration. In consideration for providing the services and materials described herein, Hailey agrees to pay Artist Eight Thousand and no/100's Dollars (\$8,000.00) according to the following schedule:

- a. Two Thousand Five Hundred and no/100's Dollars (\$2,500.00), upon commencement of the fabrication of the Artwork;
- b. Two Thousand Five Hundred and no/100's Dollars (\$2,500.00), at the approximate midpoint of the fabrication of all the Artwork, to be determined by the Hailey public art coordinator; and
- c. Three Thousand and no/100's Dollars (\$3,000.00), thirty (30) days after Hailey accepts title to the Artwork.

3. Fabrication.

a. Review. Hailey shall have the right to review the Artwork at reasonable times during the fabrication thereof upon reasonable notice. The Artist shall notify Hailey in writing when fabrication of the Artwork has been completed. Upon review of the Artwork, if Hailey determines that the Artwork does not conform to the Design Specifications, Hailey shall notify the Artist in writing of the deficiencies. In the event Hailey notifies the Artist that the Artwork does not conform to the Design Specifications, Hailey reserves the right to withhold any remaining payment installments to be made under this Agreement, until the Artwork is made to be conforming to the Design Specifications. Hailey shall promptly review changes made to the Artwork, and upon approval, shall notify Artist that the Artwork is conforming, and if applicable, Hailey shall release the second payment installment. If the Artist disputes Hailey's determination that the Artwork does not conform, the Artist shall promptly submit reasons in writing to Hailey within ten (10) calendar days of Hailey's notification. Hailey shall make reasonable efforts to resolve the dispute with the Artist in good faith. However, the final determination as to whether the Artist has complied with the terms of this Agreement shall remain with Hailey.

b. Changes. Prior to the execution of any change in the approved design, Artist shall present proposed changes in writing to Hailey for further review and approval. The Artist must provide a detailed description of any significant change in the artistic expression, design, dimensions and materials of the Artwork that is not permitted by nor in substantial conformity with the already approved Design Specifications. Such notice will also include a detailed description of any additional costs that may be incurred or changes in the budget. A significant change is any change which materially affects installation, scheduling, site

preparation or maintenance of the Artwork or the concept of the Artwork as represented in the Design Specifications. If Hailey approves of the changes, Hailey shall promptly notify the Artist in writing. If Hailey disapproves of the changes, Hailey shall promptly notify the Artist in writing and the Artist shall continue to fabricate the Artwork in substantial conformity with the Design Specifications. The Artist's fee shall be equitably adjusted for any increase or decrease in the Artist's cost of, or time required for, performance of any services under this Agreement as a result of revisions made to the design under this section 3(b). Any claim of the Artist for adjustment under this paragraph must be asserted in writing within ten (10) calendar days after the date of the revision by the Artist.

4. Installation.

a. Review and Acceptance. The Artist shall notify Hailey in writing when all of the Artist's services involving the fabrication and installation of the Artwork as required under this Agreement have been completed. Hailey shall notify the Artist of its final acceptance of the Artwork within ten (10) days after the Artist submits written notice pursuant to this paragraph. The effective date of final acceptance shall be the date Hailey submits written notice to the Artist of its final acceptance of the Artwork. The final acceptance shall be understood to mean that Hailey acknowledges completion of the Artwork in substantial conformity with the Design Specifications, and that Hailey confirms that all of the Artist's services as required under this Agreement have been completed. If Hailey disputes that all the services have been performed, Hailey shall notify the Artist in writing of those services the Artist has failed to perform within ten (10) days after the Artist submitted written notice pursuant to this paragraph. The Artist shall promptly perform those services indicated by Hailey. If the Artist disputes Hailey's determination that not all services have been performed, the Artist shall submit reasons in writing to Hailey within ten (10) days of Hailey's prior notification. Hailey shall make reasonable efforts to resolve the dispute with the Artist in good faith. However, the final determination as to whether all services have been performed shall remain with Hailey.

b. Ownership. Title to the Artwork automatically passes from Artist to Hailey upon final acceptance and final payment.

c. Maintenance. Upon installation of the Artwork, the Artist shall provide Hailey with written instructions for the appropriate maintenance and preservation of the Artwork along with the product data sheets for any material or finish used. After installation, Hailey is responsible for the proper care and maintenance of the Artwork.

5. Risk of Loss. The Artist shall bear the risk of loss or damage to the Artwork until Hailey's final acceptance of the Artwork under paragraph 4(a) of this Agreement. The Artist shall take such measures as are reasonably necessary to protect the Artwork from loss or damage. Hailey shall bear the risk of loss or damage to the Artwork prior to final acceptance only if, during such time, the partially or wholly completed Artwork is in the custody, control or supervision of Hailey or its agent(s) for the purposes of transporting, storing, installing or performing other services to the Artwork.

6. Representations and Warranties. The Artist represents and warrants that:

- a. the Artwork is solely the result of the artistic effort of the Artist;
- b. except as otherwise disclosed in writing to Hailey, the Artwork is unique and original and does not infringe upon any copyright or the rights of any person;
- c. the Artwork (or duplicate thereof) has not been accepted for sale elsewhere;
- d. the Artist has not sold, assigned, transferred, licensed, granted, encumbered or utilized the Artwork or any element thereof of any copyright related thereto which may affect or impair the rights granted or title conveyed pursuant to this Agreement;
- e. the Artwork is free and clear of any liens from any source whatsoever;
- f. all Artwork created or performed by the Artist under this Agreement, whether created by the Artist alone or in collaboration with others, shall be wholly original and with the Artist and shall not infringe upon or violate the rights of any third party;
- g. the Artist has the full power to enter into and perform this Agreement and to make the grant of rights or conveyance of title under this Agreement;
- h. all services performed hereunder shall be performed in accordance with all applicable laws, regulations and ordinances, and with all necessary care, skill, and diligence;
- i. these representations and warranties shall survive the termination of this Agreement and conveyance of title to the Artwork; and
- j. all work will be performed in accordance with professional "workmanlike" standards and free from defective or inferior materials and workmanship (including any defects consisting of "inherent vice," or qualities that cause or accelerate deterioration of the Artwork) for one year after the date of final acceptance by Hailey;

7. Intellectual Property Rights and Ownership of Rights.

a. Artist's Rights. The Artist retains all rights under the Copyright Act of 1976, 17 U.S.C. §101 *et seq.*, as the sole author of the Artwork for the duration of the copyright. If any alteration or damage to the Artwork occurs, the Artist shall have the right to disclaim authorship of the Artwork in addition to any remedies the Artists may have in law or equity under this Agreement. Upon written request, Hailey shall remove the identification plaque and all attributive references to the Artist at its own expense within 30 days of receipt of the notice from the Artist. No provision of this Agreement shall obligate Hailey to alter or remove any such attributive reference printed or published prior to Hailey's receipt of such notice. The Artist may take such other action as the Artist may choose in order to disavow the Artwork.

b. Reproduction Rights. In view of the intention that the final Artwork shall

be unique, the Artist shall not make any additional exact duplicate three-dimensional reproductions of the final Artwork, nor shall the Artist grant permission to others to do so except with the written permission of Hailey. However, nothing shall prevent the Artist from creating future artwork in the Artist's manner and style of artistic expression. The Artist grants to Hailey and its assigns an irrevocable license to make two-dimensional reproductions of the Artwork for non-commercial purposes, including, but not limited to, reproductions used in brochures, media publicity, and exhibition catalogues or other similar publications provided that these rights are exercised in a tasteful and professional manner. The Artist shall use the Artist's best efforts in any public showing or resume use of reproductions to give acknowledgment to Hailey in substantially the following form: "An original Artwork commissioned by and in the public art collection of Hailey." If Hailey wishes to make reproductions of the Artwork for commercial purposes, including, but not limited to, tee shirts, post cards and posters, the Parties shall execute a separate agreement to address the terms of the license granted by the Artist and the royalty the Artist shall receive. Hailey is not responsible for any third party infringement of Artist's copyright and not responsible for protecting the intellectual property rights of Artist.

c. Ownership of Documents. One set of presentation materials prepared and submitted under this Agreement shall be retained by Hailey for possible exhibition and to hold for permanent safekeeping.

8. Removal of Artwork.

a. Hailey shall notify the Artist in writing upon adoption of a plan of construction or alteration of the Rodeo Grounds Facilities which would entail removal or relocation of the Artwork being destroyed, distorted or modified. The Artist shall be granted the right of consultation regarding the removal or relocation of the Artwork. If the Artist does not respond after the lapse of 90 days from the date of service on the Artist or if the Artist cannot be served at the address described herein, the Artwork may be removed or relocated as determined by Hailey, without the Artist's consultation or consent. The Artwork may be removed or relocated by Hailey should the Artist and Hailey not reach mutual agreement on the removal or relocation of the Artwork after a period not to exceed 90 days after written notice to the Artist. During the 90 day period, the Parties shall engage in good faith negotiations concerning the Artwork's removal or relocation.

b. In the event of changes in building codes or zoning laws or regulations that cause the Artwork to be in conflict with such codes, laws or regulations, Hailey may authorize the removal or relocation of the Artwork without the Artist's prior permission. In the alternative, Hailey may commission the Artist by a separate agreement to make any necessary changes to the Artwork to render it in conformity with such codes, laws or regulations.

c. If Hailey reasonably determines that the Artwork presents imminent harm or hazard to the public, other than as a result of Hailey's failure to maintain the Artwork as required under this Agreement, Hailey may authorize the removal of the Artwork without the prior approval of the Artist.

d. The provisions of this paragraph 8 are intended to replace and substitute

for the rights of the Artist under the Visual Artists' Rights Act to the extent that any portion of this Agreement is in direct conflict with those rights. The parties acknowledge that this Agreement supersedes that law to the extent that this Agreement is in direct conflict therewith.

9. Insurance. The Artist shall maintain in full force and effect, at his sole cost and expense, during the term of this Agreement, commercial general liability insurance for the purpose of protecting Hailey against liability for loss or damage, for bodily injury, property damage, personal injury, death, civil rights violations, and errors and omissions, relating to the operations of the Artist under this Agreement. Such policy shall provide insurance against property damage in an amount not less than \$500,000.00 and bodily injury with limits of not less \$500,000.00 per person and \$1,000,000.00 total for each occurrence; provided, however, the minimum limits of insurance as set forth herein shall be automatically increased at any time the liability limits of Hailey are increased pursuant to the Idaho Tort Claims Act (*Idaho Code Sections 6-901 et seq.*). Such insurance shall be noncancellable except upon thirty (30) days prior written notice to Hailey. All of the insurance policies shall contain provisions that the insurers shall have no right of recovery or subrogation against Hailey, or Hailey's insurer with regard to the aforementioned losses or damages. The Artist's certificates of insurance shall name Hailey and its officials, employees and agents as additional named insured and shall be endorsed to specify that such policies cover the liability assumed by Artist under this Agreement. Artist shall also secure and maintain at least the statutory amounts of worker's compensation, disability benefits, and unemployment insurance in accordance with the laws of the State of Idaho. Such insurance shall provide at least thirty (30) days written notice to Hailey before such policy is suspended, canceled, amended or terminated. The Artist shall provide evidence of acceptable insurance at limits listed above to City Clerk, City of Hailey, 115 Main Street So., Suite H, Hailey, Idaho 83333.

10. Indemnification. The Artist covenants and agrees to indemnify, defend and hold Hailey harmless from and against any and all claims, demands, causes of action, suits, losses, liabilities, damages, costs and expenses, including attorney fees, that may accrue, directly or indirectly, by reason of any act or omission on the part of Artist, its agents, employees, assigns or anyone subcontracting with Artist, related to damages that arise out of this Agreement.

11. Miscellaneous Provisions.

A. Notices. All notices to be served pursuant to this Agreement or which are served with regard to this Agreement shall be sent by certified mail, return receipt, to the parties at the following addresses:

City of Hailey  
115 Main Street So.  
Hailey, Idaho 83333

Tom Teitge  
PO Box 2363  
Hailey, Idaho 83333

All notices of changes of addresses shall be sent in the same manner.

B. Remedies. The rights and remedies provided by this Agreement are

cumulative and the use of any one right or remedy by any party shall not preclude nor waive its rights to use any or all other remedies. Any rights provided to the parties under this Agreement are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

C. Independent Contractor. Hailey and Artist hereby agree that the Artist shall fabricate and install the Artwork exclusively as an independent contractor and not as employee of Hailey. The Parties do not intend to create through this Agreement any partnership, corporation, employer/employee relationship, joint venture or other business entity or relationship other than that of independent contractor. Artist, its agents and employees shall not receive nor be entitled to any employment-related benefits from Hailey including without limitation, workers compensation insurance, unemployment insurance, health insurance, retirement benefits or any benefit that Hailey offers to its employees. Artist shall be solely responsible for the payment of all payroll and withholding taxes for amounts paid to Artist under this Agreement. Artist hereby releases, holds harmless and agrees to indemnify Hailey from and against any and all claims or penalties, interest, costs and attorney fees, which in any manner relate to or arise from any failure to pay such payroll or withholding taxes.

D. Compliance With Laws. Artist, its agents and employees shall comply with all federal, state and local laws, rules and ordinances.

E. Non-assignment. This Agreement may not be assigned by or transferred by the Artist, in whole or in part, without the prior written consent of Hailey.

F. Entire Contract. This Agreement contains the entire contract between the parties hereto and shall not be modified or changed in any manner, except by prior written contract executed by both parties hereto.

G. Succession. This Agreement shall be binding upon all successors in interest of either party hereto.

H. No Third Party Beneficiaries. This Agreement shall not create any rights or interest in any third parties.

I. Law of Idaho. This Agreement shall be construed in accordance with the laws of the State of Idaho.

J. Severability. If any clause, sentence, or paragraph of this Agreement is held by a court of competent jurisdiction to be invalid for any reason, such decision shall not affect the remaining portions, and the parties do now declare their intention that each such clause, sentence, or paragraph of this Agreement is a separate part hereof.

K. Preparation of Contract. No presumption shall exist in favor of or against any party to this Agreement as a result of the drafting and preparation of the document.

L. No Waiver. No waiver of any breach by either party of the terms of this

Agreement shall be deemed a waiver of any subsequent breach of the Agreement.

M. Attorney's Fees. In the event either party hereto is required to retain counsel to enforce a provision of this Agreement, to recover damages resulting from a breach hereof or if either party defaults in the performance of this Agreement, the prevailing party shall be entitled to recover from the other party all reasonable attorney's fees incurred herein or on appeal or in bankruptcy.

N. Force Majeure. In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

IN WITNESS WHEREOF, the parties hereto have caused this Public Artwork Contract to be executed on the day and year first written above.

**CITY OF HAILEY**

**ARTIST**

\_\_\_\_\_  
Fritz Haemmerle, Mayor

\_\_\_\_\_  
Tom Teitge

ATTEST:

\_\_\_\_\_  
Mary Cone, City Clerk

**AGENDA ITEM SUMMARY**

**DATE:** 09/17/2012 **DEPARTMENT:** Admin **DEPT. HEAD SIGNATURE:** Heather Dawson

**SUBJECT:**

MOU with Wood River Land Trust for care of wetlands area surrounding Lions Park

**AUTHORITY:**  ID Code \_\_\_\_\_  IAR \_\_\_\_\_  City Ordinance/Code 2.32, 3.08  
(IF APPLICABLE)

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:**

**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:**

Motion to approve Resolution 2012-64 authorizing MOU with Wood River Land Trust for care of trails and grounds at the Lions Park area

**ACTION OF THE CITY COUNCIL:**

Other items require motion of the city council to approve, deny, approve with changes.

Date \_\_\_\_\_

City Clerk \_\_\_\_\_

**FOLLOW-UP:**

\*Ord./Res./Agmt./Order Originals:

Copies (all info.):

Instrument # \_\_\_\_\_

\*Additional/Exceptional Originals to: \_\_\_\_\_

Copies

Employee Benefits Consultant Of Record Agreement between City of Hailey and Corkery & Jone Benefits, Inc. dba Moloney+O'Neill Benefits

**CITY OF HAILEY**  
**RESOLUTION NO. 2012-64**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY  
AUTHORIZING THE MEMORANDUM OF UNDERSTANDING WITH WOOD RIVER  
LAND TRUST REGARDING THE LIONS PARK RESTORATION PROJECT.**

WHEREAS, the City of Hailey desires to enter into a Memorandum of Understanding with Wood River Land Trust under which the Wood River Land Trust will include a collaborative work agreement for grounds around Lions Park entrance, a connection between the nature trail, Croy Street and the entrance to the Bow Bridge of the Wood River.

WHEREAS, the City of Hailey and Wood River Land Trust have agreed to the terms and conditions of the Memorandum of Understanding, a copy of which is attached hereto.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO,** that the City of Hailey approves the Memorandum of Understanding between the City of Hailey and Wood River Land Trust and that the Mayor is authorized to execute the attached Agreement,

Passed this 17th day of September, 2012.

City of Hailey

\_\_\_\_\_  
Fritz X. Haemmerle, Mayor

ATTEST:

\_\_\_\_\_  
Mary Cone, City Clerk

**MEMORANDUM OF UNDERSTANDING**  
**between**  
**The WOOD RIVER LAND TRUST**  
**and**  
**THE CITY OF HAILEY**

**Regarding: Lion's Park Restoration Project**

This Memorandum of Understanding ("MOU") for mutual support and assistance is hereby entered into by and between The Wood River Land Trust, hereinafter referred to as the "WRLT"; and the City of Hailey, hereinafter referred to as the "City". The City and the WRLT may hereinafter be collectively referred to as "Parties".

**1. PURPOSE:** The Parties have developed a mutually beneficial cooperative plan between the period of August 1, 2012 and October 31, 2014. The WRLT lacks the water needed for the re-vegetation project and the personnel/equipment needed for excavation of a swale at Lion's Park. The City lacks the funding for costs associated with revitalizing the entrance to the park, vegetating the area with native species, connecting a nature trail from Croy Street to the entrance to the Bow Bridge of the Wood River, and a gravel path associated with the new bridge. The purpose of this MOU is to provide guidelines for a collaborative work agreement between the WRLT and the City that is equitable to all parties.

**2. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:**

**WRLT Responsibilities**

- Provide 1000 five gallon native plants, native hydro-seed grass and irrigation equipment needed for restoration of the stream bank.
- Provide the materials needed for a gravel path to the bridge, materials needed for a walking path from Croy Street to the west entrance to the Bow Bridge, and any materials associated with improvements from the roadway to the pavilion.
- Provide cost all labor associated with the installation of irrigation, planting, hydro-seeding, and road/path improvements.
- The turning on, blowing out and maintenance of the irrigation system.
- Maintenance and trash pick-up of the riverbank from areas east of the temporary irrigation system. This would include the west restored bank of the Big Wood River, the board walk, pavilion area and lower swale. Appropriate watering of this area will allow native vegetation to prosper and crowd out the weeds that are currently thriving due to lack of competition.
- Install a directional sign on Croy Street in the county right of way (at the entrance to the park on the NW corner), denoting the area and the amenities at the Hailey Greenway and Lion's Park.

**City Responsibilities**

- Provide the use of water to irrigate the native grasses and plants for the terms of this MOU and extend the terms of watering if needed.
- Provide the labor and equipment to excavate the lower and upper swale to the terms already agreed to by the City Engineer. The upper swale is on hold at this time until a potential alternative snow storage site is identified.
- Provide use of onsite top soil if needed.

**3. MUTUAL INDEMNIFICATION**

The WRLT, its officers, agents, and employees, shall not be deemed to have assumed any liability for the acts of City or any officers, agents or employees thereof, and City hereby covenants and agrees to hold and save the WRLT and all of its officers, agents, and employees harmless from all claims whatsoever that might arise against the WRLT, its officers, agents, or employees, by reasons of any acts or failures to act on the part of City, its officers, agents or employees. The WRLT hereby covenants to hold and save City and all its officers, agents, and employees, harmless from all claims whatsoever that might arise against City, its officers, agents, or employees by reason of any acts or failures to act on the part of the WRLT, its officers, agents, or employees in the performance of the duties required by the terms of this Agreement.

**4. TERMS AND TERMINATION**

Modifications within the scope of this MOU shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all Parties, prior to any changes being performed.

**5. APPROVALS:**

**THE PARTIES HERETO** have executed this instrument.

\_\_\_\_\_  
City of Hailey

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attest:  
City of Hailey Clerk

\_\_\_\_\_  
Scott Boettger  
Wood River Land Trust

\_\_\_\_\_  
Date

**AGENDA ITEM SUMMARY**

**DATE:** 09/17/2012 **DEPARTMENT:** Admin **DEPT. HEAD SIGNATURE:** Heather Dawson

**SUBJECT:**

Motion to approve Resolution 2012-65 authorizing contract for services with Blaine County Recreation District for a Nordic Trails system and Lion's Park and City of Hailey property west of Lion's park.

**AUTHORITY:**  ID Code \_\_\_\_\_  IAR \_\_\_\_\_  City Ordinance/Code 2.32, 3.08  
(IF APPLICABLE)

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:**

**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:**

Motion to approve Resolution 2012-65 authorizing contract for services with Blaine County Recreation District for a Nordic Trails system and Lion's Park and City of Hailey property west of Lion's park.

**ACTION OF THE CITY COUNCIL:**

Other items require motion of the city council to approve, deny, approve with changes.

Date \_\_\_\_\_

City Clerk \_\_\_\_\_

**FOLLOW-UP:**

\*Ord./Res./Agmt./Order Originals:

\*Additional/Exceptional Originals to: \_\_\_\_\_

Copies (all info.):

Copies

Instrument # \_\_\_\_\_

**Mary Cone**

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**From:** Ned Williamson [wlo@cox-internet.com]  
**Sent:** Friday, September 14, 2012 10:59 AM  
**To:** Heather Dawson  
**Cc:** Mary Cone; Robin Crotty  
**Subject:** Re: City/BCRD/SVSEF agreement  
**Attachments:** Lions Park Rec District agr.doc

Heather,

I am alright with this draft. Even though this agreement is not named a lease, it is very much a lease. Here is law on leases:

50-1409. Leases. The mayor and council may, by resolution, authorize the lease of any property not needed for city purposes, upon such terms as may be just and equitable. The provisions of sections 50-1401 through 50-1409 shall not apply to the vacation or discontinuance of streets, highways, avenues, alleys or lanes annulled, vacated or discontinued. Provided, that the council of a city, upon a vote of one half (1/2) plus one (1) of the members of the full council, may set apart portions of the public parks, playgrounds or other grounds to be used from time to time for athletic contests, golf links, agricultural exhibits, ball parks, fairs, rodeos, swimming pools and other amusements, and for military units of the state of Idaho or the United States, and may, upon a vote of one half (1/2) plus one (1) of the members of the full council, make and enter into proper contracts with organizations and associations necessary and proper to carry out the purposes of this provision. Provided, that a city shall not be liable for any damage by reason of any accident occurring on the parks and lands set apart for such purposes, except for gross negligence on the part of the city or its officers or agents, and provided further, that an entrance or other fee may be charged sufficient to pay the expense of maintaining and operating the ground.

I am attaching a resolution for this agreement.

Ned

Ned C. Williamson, Esq.  
Williamson Law Office, PLLC  
115 Second Avenue South  
Hailey, Idaho 83333  
Ph. (208) 788-6688  
Fax (208) 788-7901

**CONFIDENTIALITY NOTICE:** This e-mail transmission, and any documents, files or previous e-mail messages attached to it may contain confidential information that is legally privileged. If you are not the intended recipient, or a person responsible for delivering it to the intended recipient, you are hereby notified that any disclosure, copying, distribution or use of any of the information contained in or attached to this transmission is STRICTLY PROHIBITED. If you have received this transmission in error, please immediately notify the sender. Please destroy the original transmission and its attachments without reading or saving in any manner. Thank you.

**IRS CIRCULAR 230 DISCLOSURE:** To ensure compliance with requirements imposed by the IRS, we inform you that any tax advice contained in this communication, unless expressly stated otherwise, was not intended or written to be used, and cannot be used, for the purpose of (i) avoiding tax-related penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any tax-related matter(s) addressed herein.

**From:** Heather Dawson  
**Sent:** Thursday, September 13, 2012 3:12 PM  
**To:** Ned Williamson

**Subject:** FW: City/BCRD/SVSEF agreement

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**From:** Jim Keating [<mailto:jkeating@bcrd.org>]  
**Sent:** Thursday, September 13, 2012 3:04 PM  
**To:** Heather Dawson; Tom Hellen  
**Subject:** City/BCRD/SVSEF agreement

Heather and Tom,

I just spoke with Heather and asked to send you an updated draft of the agreement with one final change requested by ICRMP, our insurance provider. Thanks again for your attention to this matter and please use this latest as most current version for your comments etc.

Thanks,

-jim

---

Jim Keating  
Executive Director  
BCRD  
1050 Fox Acres Road  
Hailey, Idaho 83333  
(208) 578 5451  
[jkeating@bcrd.org](mailto:jkeating@bcrd.org)

**CITY OF HAILEY  
RESOLUTION NO. 2012-65**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY  
AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE BLAINE  
COUNTY RECREATION DISTRICT AND THE SUN VALLEY SKI EDUCATION  
FOUNDATION, INC. FOR USE OF REAL PROPERTY OR AN INTEREST IN REAL  
PROPERTY LOCATED ON OR ADJACENT TO LIONS PARK.**

WHEREAS, pursuant to Idaho Code § 50-1409, the City of Hailey may lease real property not needed for city purposes upon such terms as may be just and equitable, provided, that the city council, upon a vote of one half (1/2) plus one (1) of the members of the full council, may set apart portions of the public parks, playgrounds or other grounds to be used from time to time for athletic contests, golf links, agricultural exhibits, ball parks, fairs, rodeos, swimming pools and other amusements, and may, upon a vote of one half (1/2) plus one (1) of the members of the full council, make and enter into a contract with organizations and associations necessary and proper to carry out the purposes of this provision, in which case the city shall not be liable for any damage by reason of any accident occurring on the parks and lands set apart for such purposes, except for gross negligence on the part of the city or its officers or agents.

WHEREAS, the City of Hailey, the Blaine County Recreation District and the Sun Valley Ski Education Foundation, Inc. have agreed to the terms and conditions of the attached Agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITYCOUNCIL OF THE CITY OF HAILEY, IDAHO,** that the City of Hailey approves the attached Agreement and that the Hailey Mayor is authorized to execute the attached Agreement.

Passed this 17th day of September, 2012.

City of Hailey

\_\_\_\_\_  
Fritz X. Haemmerle, Council President

ATTEST:

\_\_\_\_\_  
Mary Cone, City Clerk

## AGREEMENT

THIS AGREEMENT is made and entered into as of the date of the last signature hereto, by and among **the City of Hailey**, hereinafter referred to as "Owner;" the **BLAINE COUNTY RECREATION DISTRICT**, hereinafter referred to as "BCRD;" and, for the purposes of paragraphs 7, 8 and 13 of this Agreement only, **SUN VALLEY SKI EDUCATION FOUNDATION, INC.**, an Idaho non-profit corporation, hereinafter referred to as "SVSEF." Owner and BCRD are sometimes hereinafter referred to individually as a "party" and collectively as the "parties."

## RECITALS

A. Owner is the owner and operator of certain Property located in Blaine County, Idaho, adjacent to the City of Hailey (the "Property").

B. BCRD is an Idaho recreational district formed in 1976 by the voters of Blaine County, Idaho and provides and oversees recreational facilities and activities for the citizens of and visitors to Blaine County, Idaho.

C. BCRD has developed and, during the winter seasons, maintains and operates a Nordic ski trail system throughout the Wood River Valley known as the North Valley Trail System ("NVTS").

D. BCRD desires to develop, maintain and operate as a part of the NVTS a Nordic ski trail system ("Croy Nordic") on portions of the Property during the 2012-2013 winter ski season. Owner is willing to grant to BCRD, without charge and as a public benefit, the right to use those portions of the Property for such purposes on the terms and conditions hereinafter set forth.

E. BCRD intends to authorize SVSEF to access the Premises and utilize Croy Nordic for its Nordic ski programs, events and instructional activities, which is acceptable to Owner subject to the indemnification and insurance provisions of paragraphs 7 and 8 herein below.

## TERMS AND CONDITIONS

IT IS THEREFORE AGREED AS FOLLOWS:

1. The Recitals set forth above are an integral part of this Agreement and are fully incorporated herein by this reference.

2. Owner hereby grants to BCRD the right to use, from September 1, 2012 through and including April 15, 2013, and thereafter, from September 1, 2013 through and including April 15, 2014, for the specific purposes set forth in this Agreement, those portions of the Property depicted on Exhibit A to this Agreement ("Premises"). BCRD shall not use any other portion of the Property during the term of this Agreement, including, but not limited to, those areas marked as "Area Closed" on **Exhibit A**.

3. BCRD shall use the Premises solely for the purpose of developing, maintaining and operating Croy Nordic and related youth and beginner winter recreation activities as a part of the NVTS. The location on the Premises of the Croy Nordic ski trails shall be determined by BCRD subject to the approval of Owner. A management plan describing the proposed location of the trails at Croy Nordic, fees to be charged for the use thereof and other relevant aspects of the Croy Nordic operation has been approved by Owner and a copy is attached as **Exhibit B** to this Agreement.

4. BCRD shall have the right to place on the Premises during this Agreement at a location to be approved by Owner a modular building, approximately sixty (60) feet in length by twelve (12) feet in width to be used as a warming facility for the users of Croy Nordic, and not more than two portable toilets. In addition, the BCRD shall have the right to place on the Premises during this agreement at a location approved by Owner a temporary yurt no more than 30 foot in diameter and a dumpster. As soon as the snow has melted from the Premises, BCRD shall pick up and remove any abandoned ski equipment, trash or other debris left by BCRD, SVSEF, or the public users of Croy Nordic.

5. The sole public access points to the Premises shall be the main entrance to Lion's Park from Croy Canyon Road and a path from the Wood River Land Trust property to the south of Lion's Park.

6. BCRD, with the consent and approval of Owner, will apply to Blaine County for a conditional use permit (the "CUP") for the operation of Croy Nordic in an R-5 Zoning District. This Agreement is subject to and conditioned upon the approval of the CUP and a copy of the approved CUP will be attached hereto as **Exhibit C**. BCRD shall comply with all of the terms and conditions of the CUP during this Agreement.

7. BCRD and SVSEF each separately agrees to indemnify and hold Owner harmless from all claims, causes of action, damages, losses, liabilities and expenses resulting from, or in any way connected with, any use or activity undertaken, sanctioned, or authorized on the Property and/or the Premises by BCRD or SVSEF, respectively. Without limiting the foregoing, the provisions of this paragraph shall include all claims and causes of action relating to or brought as a result of the following:

- (a) Personal injury or death to any person or injury to property resulting or arising from any vehicles, equipment, personal property or improvements operating, installed, maintained or used on the Premises.
- (b) By reason of any work performed on, or materials furnished to, the Premises.

8. SVSEF agrees, during the term of this Agreement, to carry and maintain a comprehensive public liability policy of insurance covering the Property, placed with a company licensed to do business in the State of Idaho having a rating of B+ or better in the current AM Best Insurance Guide. Said liability insurance shall have a combined single limit coverage of not less than \$1,000,000 for bodily injury, death, and property damage arising out of, or in any way connected with, the use or occupancy of the Premises, and all activities conducted on the Property, including the Premises, by SVSEF, their agents,

employees, contractors, invites and all other persons or entities who may be on the Property with the consent, sanction, or authorization of SVSEF. SVSEF shall include Owner as an additional named insured on their liability insurance policy and shall provide that said policy may not be terminated or modified without at least 30 days prior written notice to Owner.

BCRD agrees, during the term of this Agreement, to carry and maintain a comprehensive public liability policy of insurance covering the Property, with a combined single limit coverage of not less than \$500,000, pursuant to Title 6, Chapter 9 of the Idaho Code, for bodily injury, death, and property damage arising out of, or in any way connected with, the use or occupancy of the Premises by BCRD, and all activities conducted on the Property, including the Premises, by BCRD, their agents and employees, as a result of the BCRD program, including authorizing individuals to participate on the program or to use the Property. BCRD shall name Owner LLC as a Certificate Holder on their liability insurance policy and shall provide that said policy may not be terminated or modified without at least 30 days prior written notice to Owner. In the event of any modification, Owners shall have the right to terminate this Agreement immediately with no further obligations hereunder.

Promptly after execution of this Agreement, BCRD shall fax Owner a copy of their respective policy or policies of liability insurance evidencing the insurance coverage required in this paragraph, or a certificate of said insurance in a form acceptable to Owner. SVSEF certificate is attached as **Exhibit D**.

9. The failure by BCRD to observe and perform any provision of this Agreement or the management plan approved by Owner to be observed or performed by BCRD, where such failure continues for fifteen (15) days after written notice thereof from Owner, shall constitute a default of this Agreement by BCRD. However, if the nature of such default is such that the same cannot with due diligence be cured within said period, BCRD shall not be deemed to be in default if it shall within said period, commence such curing and thereafter diligently prosecute the same to completion. In the event of any default by BCRD, then in addition to any and all other remedies available to Owner at law or in equity, Owner shall have the right to immediately terminate this Agreement and all rights of BCRD hereunder by giving written notice to BCRD of its election to do so.

10. BCRD will have the right to utilize, during the term of this agreement, a section of the Lions Park parking area for parking access to the Nordic trailhead as designated in attached **Exhibit E**. BCRD will maintain and design this parking space with the consent and approval of Owner.

11. At any time and from time to time, within thirty (30) days after notice of request by Owner, BCRD shall execute, acknowledge and deliver to Owner, or to such other recipients as the notice shall direct, a statement certifying that this Agreement is unmodified and in full force and effect, or, if there have been modifications, that it is in full force and effect as modified in the manner specified in the statement. The statement shall also state the dates to which the rent and other charges have been paid in advance, and any other information relating to the status of this Agreement requested by Owner.

12. BCRD and SVSEF may not assign this Agreement, or any obligation hereunder, to any third party without the prior written consent of Owner.

IN WITNESS WHEREOF the parties have executed this Agreement on the dates set forth below.

**“Owner”**

\_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

**“BCRD”**

BLAINE COUNTY RECREATION DISTRICT, an Idaho recreation district

Date: \_\_\_\_\_

By: \_\_\_\_\_

Jim Keating  
Executive Director

**FOR THE PURPOSES OF PARAGRAPH 7, 8, 13 ONLY:**

**“SVSEF”**

SUN VALLEY SKI EDUCATION FOUNDATION, INC., an Idaho non-profit corporation

Date: \_\_\_\_\_

By: \_\_\_\_\_

Don Wiseman  
Executive Director

AGENDA ITEM SUMMARY

DATE: 09/17/2012 DEPARTMENT: Admin DEPT. HEAD SIGNATURE: Heather Dawson

SUBJECT:

Health Insurance Brokerage Services

**AUTHORITY:**  ID Code \_\_\_\_\_  IAR \_\_\_\_\_  City Ordinance/Code 2.32, 3.08  
(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The Budget sets the same funding in 2012-2013 for Moloney O'Neill as in the previous year through III-A. The contract fully describes the services received under that funding.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

<input type="checkbox"/> City Attorney	<input type="checkbox"/> Clerk / Finance Director	<input type="checkbox"/> Engineer	<input type="checkbox"/> Building
<input type="checkbox"/> Library	<input type="checkbox"/> Planning	<input type="checkbox"/> Fire Dept.	_____
<input type="checkbox"/> Safety Committee	<input type="checkbox"/> P & Z Commission	<input type="checkbox"/> Police	_____
<input type="checkbox"/> Streets	<input type="checkbox"/> Public Works, Parks	<input type="checkbox"/> Mayor	_____

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2012-<sup>66</sup>\_\_\_\_, authorizing contract for services with Moloney O'Neill for health insurance brokerage services.

ACTION OF THE CITY COUNCIL:

Other items require motion of the city council to approve, deny, approve with changes.

Date \_\_\_\_\_

City Clerk \_\_\_\_\_

FOLLOW-UP:

\*Ord./Res./Agmt./Order Originals:  
Copies (all info.):  
Instrument # \_\_\_\_\_

\*Additional/Exceptional Originals to: \_\_\_\_\_  
Copies

**CITY OF HAILEY  
RESOLUTION NO. 2012-66**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY  
AUTHORIZING AN AGREEMENT WITH CORKERY & JONES BENEFITS dba  
MOLONEY AND O'NEILL BENEFITS TO PROVIDE HEALTH CARE CONSULTING  
SERVICES TO THE CITY OF HAILEY.**

WHEREAS, the City of Hailey desires to enter into a Contract for Services for Health Insurance Broker's service with Corkery and Jones Benefits dba Moloney and O'Neill at a cost of \$6/employee/month.

WHEREAS, the City of Hailey and Moloney O'Neil have agreed to the terms and conditions of the Contract for Services, a copy of which is attached hereto.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO,** that the City of Hailey approves the Contract for Services between the City of Hailey and Moloney O'Neil and that the Mayor is authorized to execute the attached Agreement.

Passed this 14th day of September, 2012

City of Hailey

\_\_\_\_\_  
Fritz X. Haemmerle, Mayor

ATTEST:

\_\_\_\_\_  
Mary Cone, City Clerk

Employee Benefits Consultant Of Record Agreement between City of Hailey and Corkery & Jones Benefits, Inc. dba Moloney+O'Neill Benefits

For The Period October 1, 2012 through September 30, 2013

Effective October 1, 2012, Corkery & Jones Benefits, Inc. dba Moloney+O'Neill Benefits is re-appointed as the Employee Benefits Consultant of Record for City of Hailey. It is understood that either party may terminate this contractual arrangement, if either party provides a 60 day advance written notice of an intent to terminate. It is further understood and agreed that Corkery & Jones Benefits, Inc., dba Moloney+O'Neill Benefits will receive the following remuneration for their consulting services:

-Group Medical/Rx Plan Through The Idaho Independent Intergovernmental Authority (III-A): \$6.00 per enrolled employee per month (PEPM) to be paid directly to Corkery & Jones Benefits, Inc. dba Moloney+O'Neill Benefits by III-A.

In return for this consideration, Corkery & Jones Benefits, Inc., Moloney+O'Neill Benefits will provide the following services to City of Hailey:

1. Section 125 Plan and Flexible Spending Account (FSA) administration through Rehn & Associates, Inc.
2. COBRA administration services through Rehn & Associates, Inc..
3. Medical/Rx, dental & vision claims assistance to enrolled employees and their enrolled family members.
4. Conduct a semi-annual review of each employee benefit plan's financial performance with input provided to the city's employee benefits management team as to what to expect in the way of premium adjustments at renewal.
5. Attend employee benefit meetings for employees, when needed, to go over each employee benefit option provided and answer questions from employees about benefit design, claims service issues, etc.
6. Conduct a periodic review of each employee benefit plan's benefit design to determine the appropriate benefit design options at renewal (i.e. multiple choice options, health reimbursement arrangements (HRAs), high deductible health plans (HDHPs)/Health Savings Accounts (HSAs), etc.).
7. Review the effectiveness of Worksite Health Promotion programs with the City's employee benefits committee and be available to meet with the City's employee benefits committee to brainstorm new ideas in the employee benefits arena and discuss the merits of employee benefit options being considered.
8. Provide an internet client portal through "M+O Connect" that provides tools & resources to the City's management team to keep informed of state & federal regulatory changes that affect the City's employee benefits design and/or administration and that will assist in day to day employee benefits administration.

This agreement is approved as of \_\_\_\_\_, 2012.

\_\_\_\_\_  
City Of Hailey

\_\_\_\_\_  
Moloney+O'Neill Benefits



**AGENDA ITEM SUMMARY**

DATE: 09/17/2012 DEPARTMENT: Admin DEPT. HEAD SIGNATURE: Heather Dawson

**SUBJECT:**

Contract for Services with Animal Shelter of the Wood River Valley.

**AUTHORITY:**  ID Code \_\_\_\_\_  IAR \_\_\_\_\_  City Ordinance/Code 2.32, 3.08  
(IFAPPLICABLE)

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

The Budget sets the same funding in 2012-2013 for the Animal Shelter of the Wood River Valley as in the previous year. The contract fully describes the services received under that \$16,000 funding.

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:**

**ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:** (IFAPPLICABLE)

___ 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:**

Motion to approve Resolution 2012-67 authorizing contract for services with Animal Shelter of the Wood River Valley

**ACTION OF THE CITY COUNCIL:**

Other items require motion of the city council to approve, deny, approve with changes.

Date \_\_\_\_\_  
City Clerk \_\_\_\_\_

**FOLLOW-UP:**

\*Ord./Res./Agmt./Order Originals: \_\_\_\_\_ \*Additional/Exceptional Originals to: \_\_\_\_\_  
Copies (all info.): \_\_\_\_\_ Copies  
Instrument # \_\_\_\_\_

**CITY OF HAILEY  
RESOLUTION NO. 2011-67**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY  
AUTHORIZING THE EXECUTION OF A CONTRACT FOR SERVICES WITH  
THE ANIMAL SHELTER OF THE WOOD RIVER VALLEY.**

WHEREAS, the City of Hailey desires to enter into an agreement with the Animal Shelter of the Wood River Valley under which services shall be performed to impound and care for animals delivered to the Animal Shelter of the Wood River Valley from within the city limits of Hailey.

WHEREAS, the City of Hailey and The Animal Shelter of the Wood River Valley have agreed to the terms and conditions of the Contract for Services, a copy of which is attached hereto.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO,** that the City of Hailey approves the Contract for Services between the City of Hailey and The Animal Shelter of the Wood River Valley and that the Mayor is authorized to execute the attached Agreement,

Passed this 17th day of September, 2012.

City of Hailey

\_\_\_\_\_  
Fritz X. Haemmerle, Mayor

ATTEST:

\_\_\_\_\_  
Mary Cone, City Clerk

**CITY OF HAILEY IDAHO  
CONTRACT FOR SERVICES  
ANIMAL SHELTER OF THE WOOD RIVER VALLEY**

THIS AGREEMENT is in effect from October 1, 2012 to September 30, 2013, by and between the City of Hailey, Idaho, a body corporate and politic and a subdivision of the State of Idaho, hereinafter referred to as "The City" and The Animal Shelter of the Wood River Valley, a non-profit corporation, Blaine County, Idaho, hereinafter referred to as "The Animal Shelter".

RECITALS:

1. The City is authorized pursuant to Idaho law to impound animals that are running at large or pose a danger to the public health safety and welfare.
2. Blaine County Code, Title 4, Chapter 4, Animal Control, establishes requirements for dog licensing and impoundment of dangerous animals and at-large dogs; authorizes fees for violation of terms of the Code and redemption of animals; and provides definitions and other regulations related to the administration of animal control.
3. The Animal Shelter is willing to provide facilities and services for the care and safe housing of animals found in the City of Hailey that are impounded by the City animal control officer, city law enforcement, or taken to the shelter by citizens.
4. It is necessary for the proper operation of a city animal control program to have facilities and personnel available for the care and housing of impounded animals, for communication and exchange of information to the public and the sale and record keeping of the County dog licenses.
5. The parties believe that paying a flat fee for services is a more flexible and fair approach than charging on an individual impound basis. The City's payment of a flat fee reduces administrative costs and recognizes the valuable public and private function served by the Animal Shelter. The flat fee shall reasonably reflect the level of service provided by the Animal Shelter, including but not limited to, the numbers and types of animals from the City of Hailey, and may be adjusted annually during the county's budget process which starts in June and adopted in August of each year.

NOW, THEREFORE, in consideration of the mutual agreement hereinafter contained and subject to the terms and conditions hereinafter stated, it is hereby understood and agreed by the parties hereto as follows:

1. TERM: This Agreement shall be in full force and effect upon execution. The contract period will be until September 30, 2013, and then renewed and will remain in effect for one year.
2. RENEWAL: Consideration for services shall be reviewed on a yearly basis by both parties, with the Animal Shelter submitting a budget proposal by June 1 of each year so that the city may consider the request in the City's annual budget process.
3. RECEIPT AND HOUSING OF ANIMALS: The Animal Shelter hereby agrees to receive, house and feed all animals found in the City and delivered to The Animal Shelter by the police, City animal control officer or citizens. The location of pickup shall be documented to establish the jurisdiction of origin for the purposes of this Contract. Any officer or citizen delivering an animal found in The City of Hailey The Animal Shelter must verify that the animal being impounded was found within The City borders and provide a written statement detailing the reasons why the animal(s) was impounded. The capacity of the Animal Shelter is 65 dogs and 65 cats. In the ordinary course of operations, inflow of animals does not exceed capacity. If a situation arises that exceeds capacity, temporary declination of Animal Shelter to accept City impounds shall not be a breach of this agreement. In such an event the Animal Shelter shall exercise its best efforts to shorten the period of over-capacity or find alternate locations for acceptance.
4. VETERINARY CARE: The City shall be responsible to pay any "necessary veterinary care" for animals, as defined herein, which are provided to any animal impounded within the seven day impoundment period, excluding weekend and holidays, pursuant to this Agreement. "Necessary veterinary care" means immediate veterinary treatment for injured, diseased, or sick animals or animals that seriously threaten The Animal Shelter's ability to maintain a healthy animal population.

If within the seven day impound period, excluding weekend and holidays, The Animal Shelter determines an animal received should be euthanized either because of health or behavior issues, The City will be responsible for the cost of such procedures and disposal.

5. RABIES VACCINATION AND LICENSING: Pursuant to Idaho law, dogs over six (6) months of age must be vaccinated for rabies and have on them a collar with a current license. Dogs impounded at the Animal Shelter that are not wearing a collar with a current license tag will be vaccinated for rabies and issued a license. An owner claiming said dog will be charged both for a rabies vaccination and license along with any impound fees. Dogs will not be released without payment for services. If an impounded dog has a microchip

or a collar with identification tags, but no current license tag the Animal Shelter will check for current licensing and vaccination status within its database. If no current license is found the Animal Shelter will vaccinate for rabies if necessary and issue a license at the owner's expense.

6. ADMINISTRATIVE DUTIES: The Animal Shelter agrees to provide facilities and personnel to perform any administrative duties necessary to The City's animal control program including, but not limited to, the sale and record keeping of The County's dog license program.

The City authorizes the Shelter to collect impound fees for animals impounded or taken up pursuant to this Agreement. The Animal Shelter agrees not to release impounded animals to their owners unless and until the impound fees set forth by The City, if any, have been paid and procedures have been followed. Furthermore, The Animal Shelter shall require any impounded dog be licensed before releasing said animal back to its owner.

7. CONSIDERATION: In consideration for the services performed by The Animal Shelter according to the terms of this contract, the City shall pay the Animal Shelter a total sum of \$16,000 for the fiscal year 2013 to be paid in quarterly installments of \$4,000 a quarter. In addition, the City shall allow all revenues generated from The Animal Shelter's sale of dog licenses for The City and the collection of impound fees from pet owner's retrieving their animals to remain with the Shelter. "Necessary veterinary services" shall be reimbursed quarterly based upon documentation receipts from a licensed veterinarian.

8. QUARTERLY REPORTS: The Animal Shelter shall provide the City with quarterly reports that include the following information:
  - a) Numbers and types of animals impounded;
  - b) Location of animal pickup. Any officer or citizen delivering an animal to The Animal Shelter shall verify, to the greatest extent feasible, that the animal being impounded was found within The City of Hailey borders and provide a written statement detailing the reasons why the animal(s) was impounded. Impound records shall be submitted to The City quarterly.
  - c) Numbers and types of animal licenses, to whom sold and/or renewed; revenues received.
    - i) The Animal Shelter shall work with the City to develop a reporting system so that City dispatch personnel, the Animal Control officer, law enforcement and citizens can determine the ownership of the animal based upon licensing information, including residence and phone contact of the owner.
  - d) Veterinary and euthanasia statistics

9. INDEMNIFICATION: The Animal Shelter agrees fully to indemnify, save and hold harmless The City and their respective officers, agents and employees from and against all claims and actions and all expenses incidental to the investigation and defense thereof, based upon or arising out of damages or injuries to third persons or their property, caused by the fault or negligence in whole or in part of The Animal Shelter, its agents, subtenants, or employees in the operation of the Shelter and the dispatch of the obligations incurred under this Agreement. The City agrees to fully indemnify, save and hold harmless The Animal Shelter, its Board of Directors, officers, agents and employees from and against all claims and actions and all expenses incidental to the investigations and defense thereof, based upon or arising out of damages or injuries to third persons or their property, caused by the fault or negligence in whole or in part of The City, their agents, officers, or employees incurred in the enforcement and administration of an animal control ordinance or other law.
10. THE ANIMAL SHELTER A PRIVATE FACILITY: The parties agree that The Animal Shelter is a private facility with its own policies and procedures for the housing and care of animals. Animals impounded or accepted by The Animal Shelter pursuant to this Agreement shall become the property of The Animal Shelter after seven days excluding weekend and holidays, at which time The Animal Shelter shall assume financial responsibility for the continued care and housing of the animals.
11. TERMINATION: Any party to this Agreement may terminate its obligations under this Agreement upon providing the other parties with thirty (30) days written notice.
12. MODIFICATION: There shall be no modification of this Agreement unless executed in writing by the parties.

Executed and effective by the undersigned parties,

DATED THIS \_\_\_\_\_ DAY OF JUNE , 2012.

Attest:

\_\_\_\_\_  
Animal Shelter of the Wood River Valley

\_\_\_\_\_  
City of Hailey, Idaho

\_\_\_\_\_  
Executive Director Jo-Anne Dixon DVM

\_\_\_\_\_  
Mayor Fritz Haemmerle