

AGENDA ITEM SUMMARY

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

SUBJECT:

Blaine County Housing Authority Contract for 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 BCHA as in the previous year. The contract fully describes the services received under that \$2,500 funding.

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 2012-68 authorizing contract for services with Blaine County Housing Authority

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. 2012-68**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE EXECUTION OF A CONTRACT FOR SERVICES WITH
BLAINE COUNTY HOUSING AUTHORITY**

WHEREAS, the City of Hailey desires to enter into an agreement with Blaine County Housing Authority (BCHA) under which BCHA will perform services to manage activities related to affordable housing units within the City of Hailey.

WHEREAS, the City of Hailey and BCHA 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 Blaine County Housing Authority 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

CONTRACT FOR SERVICES

THIS CONTRACT FOR SERVICES ("Agreement") is made and entered into as of _____, by and between the CITY OF HAILEY, IDAHO, a municipal corporation ("Hailey") and the BLAINE COUNTY HOUSING AUTHORITY, an Idaho housing authority ("BCHA") (Hailey and BCHA are collectively referred to as "Parties").

RECITALS

A. Hailey is a municipal corporation duly organized and existing under the laws of the State of Idaho.

B. BCHA is an Idaho independent public body, corporate and politic, duly organized and operating under the laws of the State of Idaho.

C. BCHA has proposed to provide services to the City of Hailey related to the development, stewardship and preservation of community housing for low to moderate income households.

D. Pursuant to Idaho Code §§ 50-301 and 50-302, Hailey is empowered to enter into contracts and take such steps as are reasonably necessary to maintain the peace, good government and welfare of the City.

E. Hailey has deed restricted community housing units and anticipates the construction of additional deed restricted community housing units within its municipal boundaries. The deed restricted community housing units may be income based deed restricted units, workforce deed restricted units or other deed restricted units.

F. The Parties have previously entered into a Contract for Services with a term expiring September 30, 2012 ("2011/2012 Contract").

G. The Parties wish to extend and amend the 2011/2012 Contract and enter into a new contract for services.

H. The Parties recognize that i) BCHA is a central and experienced clearinghouse for candidates for deed restricted units and that BCHA is capable of monitoring compliance of deed restricted units, ii) the parties are supportive of appropriate modifications of the collection, analysis and presentation of data to better understand and identify the changing or varying needs within the different communities within Blaine County, iii) BCHA maintains the Blaine County Community Housing Guidelines, iv) the Guidelines are based on the needs identified in the Blaine County Needs Assessment, and v) the Guidelines are intended to supplement city and county land use and building codes.

I. Subject to the terms and conditions of this Agreement, the Parties desire to enter into this Agreement with BCHA providing certain services for the consideration set forth herein.

AGREEMENT

NOW, THEREFORE, IN CONSIDERATION of the above recitals which are incorporated below, and of the mutual covenants and agreements herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

A. Services Received. BCHA agrees to provide the following services to Hailey during the term of this Agreement:

1. Database Management:

- a. Maintain accurate, up-to-date database of qualified applicants for BCHA, ARCH Community Housing Trust, and other jurisdiction managed community housing for low to moderate income households. (BCHA and ARCH to utilize a "universal" application form and single, shared database.) Update application database at least annually on a quarterly rotation to keep database current.
- b. Match buyers and renters to available community housing units managed by BCHA, whether developed privately, by ARCH or by other organizations or governmental entities.
- c. Provide data regarding the applicant database to the County, cities, developers and civic organizations requesting assistance in planning and allocating community housing. Track trends in demographics and preferences based on regular database updates. Fees to cover BCHA staff time for analysis of the requested information may be charged to the City.

2. Asset Management:

- a. Manage the BCHA inventory of for-sale and rental community housing. This includes, but is not limited to: (i) monitoring occupancy to ensure compliance with the applicable BCHA deed covenants at least once each annum, (ii) preserving housing stock by ongoing monitoring and enforcement, and (iii) providing referrals to counseling and consulting services to minimize any loss of community housing owners due to payment problems.
- b. Process Notices of Intent to Sell and Rent in a timely manner to facilitate the earliest feasible sale and rent, as applicable. Work closely with potential buyers of for-sale units from pre-qualification counseling through closing, ensuring understanding of applicable deed covenant and community housing guidelines.
- c. Enter into Notices of Intent to Sell for income and workforce based deed restricted units with applicable developers before a certificate of occupancy is issued for affordable units within a development. The Notices of Intent to Sell will allow the marketing of deed restricted units before the units are available for occupancy with the goal of reducing the period of non-occupancy.

- d. Strengthen deed covenants to ensure highest level of asset management and retention.
- e. Provide special review, consideration and assistance to community home owners facing financial challenges.

3. Communication and Educations Programs:

- a. Be a resource for homebuyer education (coordinate with Idaho Housing and Finance (IHFA) and College of Southern Idaho to provide first-time homebuyer course) and credit counseling. Such programs result in community home applicants who are ready and able to purchase for-sale units.
- b. Provide information to persons in need regarding state and local assistance programs, e.g. rental referrals, tenants' rights, and loan modification and foreclosure prevention counseling.
- c. Communicate regularly with the entire Blaine County community (public at large, press, employers, real estate professionals, mortgage lenders) as well as the applicants and homeowners of Community Homes regarding BCHA programs, expertise, useful information and success stories.
- d. Provide regular (not less often than semi-annual) reports and appearances (not less than annually) before the County and cities regarding status of contract services.
- e. Provide, at least once monthly, online newsletter with current news, tips and information about programs, activities and educational opportunities regarding community housing.
- f. Maintain and update website with current activities, educational and reference information, community home opportunities, and general organizational information.
- g. Update regularly the BCHA Community Housing Guidelines and provide them to jurisdictions served.
- h. Implement a Limited English Proficiency Plan to reach Spanish speaking population.

4. Planning:

- a. Facilitate ongoing planning for community housing by providing information regarding local needs, demographic trends, and development standards to government entities and public/private development entities. Fees to cover BCHA staff time for analysis of the requested information may be charged to the City.

- b. Seek to engage full community participation/feedback in program planning and service quality assurance issues.
 - c. Continue to increase cooperation with Sustain Blaine and other organizations to meet challenges related to affordable housing for the workforce as a necessary component of county-wide sustainable economic development.
 - d. Seek additional tools for funding and development of affordable housing.
5. BCHA will continue to cooperate with and support ARCH Community Housing Trust and other partners who may provide the following services during 2012/2013:
- a. Development and construction of new community housing.
 - b. Origination of grant proposals and proposals for designated government funding sources for operations or development.
 - c. Development of strategies for using in-lieu fees for buy-down, acquisition and/or subsidy programs.
 - d. Development of programs with non-profits and other agencies and mortgage lenders to take advantage of foreclosure and bank-owned real estate opportunities.
6. Additional Services:
- a. As may be requested, BCHA shall provide Hailey staff and/or officials with training and education relating to community housing and with information related to best practices regarding community housing and available resources for programs and services related to community housing, assistance with interpretation of the housing needs assessment and guidelines and input on development proposals related to the provision of community housing. In the event BCHA or Hailey request additional services beyond the services described in this Section A, the Parties shall enter into a written agreement setting forth the services to be provided and the compensation for the services.

B. Term. The term of this Agreement shall commence and be effective on the 1st day of October, 2012, and shall terminate on the 30th day of September, 2013. Notwithstanding any contrary provision of this Agreement, either party may terminate this Agreement effective upon ninety (90) days advance written notice to the other for any reason or no reason. In addition, the Parties agree that in the event BCHA fails, refuses or is unable to provide the services set forth hereinabove, the same shall constitute a default under the terms of this Agreement, and that Hailey shall have the power to terminate this Agreement upon fifteen (15) days' advance written notice to BCHA. Furthermore, this Agreement shall be terminable by Hailey upon five (5) days' advance written notice if BCHA is adjudicated bankrupt, or subject to the appointment of a receiver, or has any of its property attached, or becomes insolvent, or is unable to pay its debts as the same become due.

C. Consideration. In consideration for providing the services described in paragraph A of this Agreement, BCHA shall receive the administrative fee as specified in the income based deed covenants and workforce deed covenants from the proceeds of the sales price at the time of closing. Following the execution of this Agreement, Hailey agrees to require an administrative fee of three percent (3%) of the gross sales price on all income and workforce based deed restricted units at the time of closing. In consideration for providing the services described in paragraph A of this Agreement, Hailey shall pay BCHA Six Hundred Twenty-Five and 00/100's Dollars (\$625.00) per quarter, beginning October 26, 2012, and continuing on the 26th day of the first month of every quarter thereafter for the term of this Agreement. The City of Hailey shall also provide BCHA with bookkeeping services, exceeding no more than an average of 8 hours per month, in approximately twice per month increments, including accounts payable, accounts receivable, payroll, taxes, and monthly financial statements.

D. Miscellaneous Provisions.

A. Law Governing. This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho.

B. Notices. Any notices permitted or required under this Agreement shall be deemed given upon the date of personal delivery or 48 hours after deposit in the United States mail, postage fully prepaid, return receipt requested, addressed to the Parties at the following addresses:

City of Hailey
115 S. Main Street, Suite H
Hailey, ID 83333

BCHA
Post Office Box 550
Hailey, ID 83333

or at any other address as any party may, from time to time, designate by notice given in compliance with this section.

C. Equal Employment Opportunity. BCHA covenants and agrees that it shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin.

D. Hold Harmless Agreement. Any contractual obligation entered into or assumed by BCHA, or any liability incurred by reason of personal injury and/or property damage in connection with or arising out of BCHA's obligations pursuant to this Agreement shall be the sole responsibility of BCHA, and BCHA covenants and agrees to indemnify and hold Hailey harmless from any and all claims or causes of action arising out of BCHA's activities and obligations as set forth hereinabove, including, but not limited to, personal injury, property damage and employee complaints.

E. Entire Agreement. This Agreement contains the entire agreement between the parties hereto and shall not be modified or changed in any manner, except by prior written agreement executed by the parties hereto. If any term or provision of this Agreement or application thereof shall be declared invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

F. Waiver. Failure of either party at any time to require performance of any provision of this Agreement shall not limit the party's right to enforce the provision, nor shall any waiver of any breach of any provision be a waiver of any succeeding breach of any provision or a waiver of the provision itself for any other provision.

G. Assignment. Except as otherwise provided within this Agreement, neither party hereto may transfer or assign this Agreement without prior written consent of the other party.

H. Attorney's Fees. In the event of any dispute with regard to the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recover his/her reasonable costs and attorneys' fees incurred therein, whether or not a lawsuit is actually filed, and on any appeals, and in any bankruptcy proceeding.

I. Presumption. This Agreement or any section thereof shall not be construed against any party due to the fact that this Agreement or any section thereof was drafted by a party.

J. Agreement Binding. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

K. Further Action. The parties hereto shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.

L. Counterparts. This Agreement may be executed in several counterparts and all so executed shall constitute one agreement, binding on all the parties hereto even though all the parties are not signatories to the original or the same counterpart.

M. 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. In the event of default, termination of this Agreement or dissolution of BCHA, Hailey shall have the right to demand that BCHA convey its interest in all Hailey income based deeds, workforce deeds or similar deeds to Hailey. In such an event of default, termination of this Agreement or dissolution of BCHA, Hailey shall have the right to pursue specific performance for the conveyance of BCHA's interest in the income based, workforce or similar deeds.

N. Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

O. Authority. Each signatory agrees that he or she has full authority and consent to sign this Agreement.

P. Amendment. This Agreement may be revised, amended, or canceled in whole or in part, only by means of a written instrument executed by the Parties.

Q. Interpretation. This Agreement shall be liberally construed in accordance with the general purposes of this Agreement and interpreted and enforced under the laws of the State of Idaho. No presumption shall exist in favor of or against any party to this Agreement as the result of drafting and preparing this Agreement. The headings in this Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of the Agreement or any provisions of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Contract for Services to be executed on the day and years first written above.

BLAINE COUNTY HOUSING AUTHORITY CITY OF HAILEY

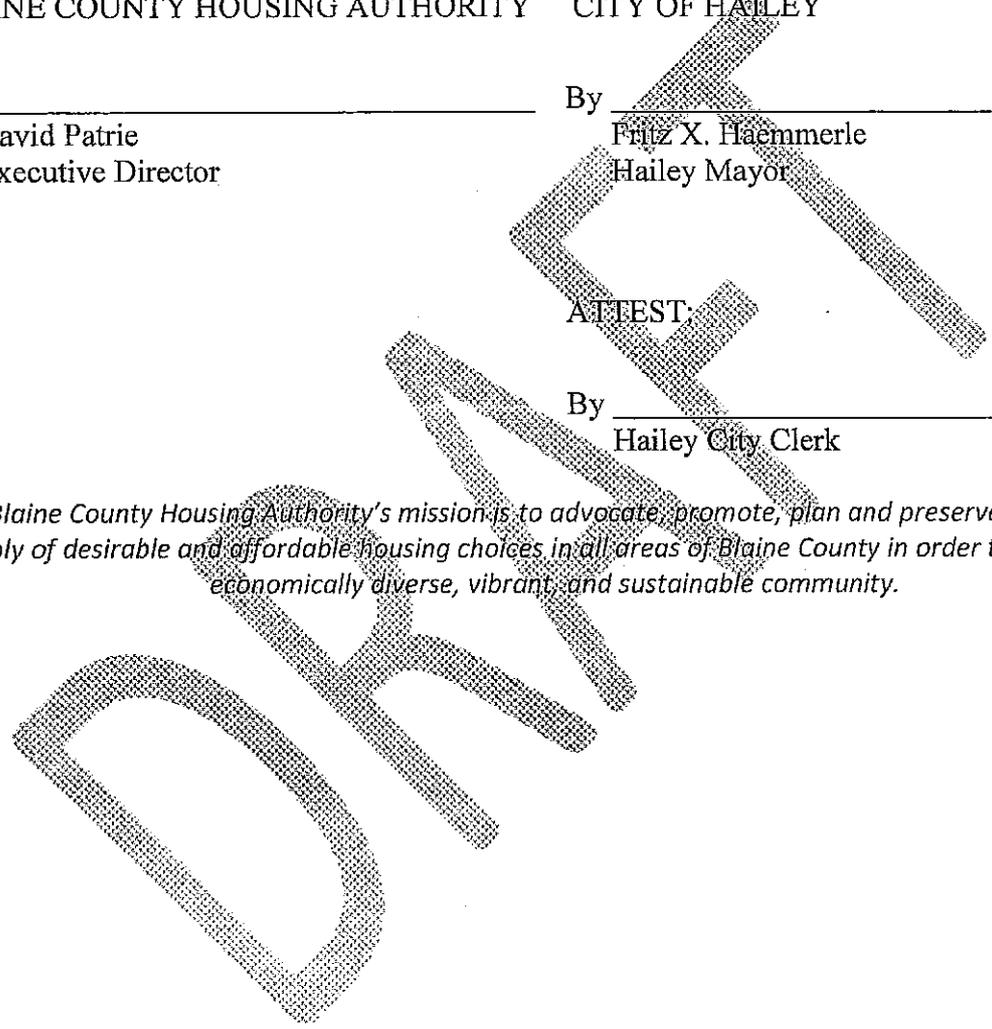
By _____
David Patrie
Executive Director

By _____
Fritz X. Haemmerle
Hailey Mayor

ATTEST:

By _____
Hailey City Clerk

The Blaine County Housing Authority's mission is to advocate, promote, plan and preserve the long-term supply of desirable and affordable housing choices in all areas of Blaine County in order to maintain an economically diverse, vibrant, and sustainable community.



AGENDA ITEM SUMMARY

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

SUBJECT:

Hailey Chamber of Commerce Contract for Services

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code 2.32, 3.08
(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

- I updated the list of events that the Chamber promotes – there are now 6 instead of 3 “permanent” events
- I changed the word “lease” to “occupy” space on Main Street. (this document does not include the Welcome Center Lease)
- I included language that the Chamber provide city hall a schedule of hours, especially as they change seasonally. This is added in anticipation of us needing to know Chamber hours after the Chamber moves into the Welcome Center.

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:

Last year, after the initial budget was rolled out, Mayor Davis increased the Chamber’s budget by \$2000 to “reimburse” the chamber for the Welcome to Hailey Art Marker, which the Chamber had previously contributed to but had not been satisfied with the results. The Chamber had indicated it wanted to utilize those funds for a true Welcome to Hailey Sign. We did not stipulate that contractually – we felt that should be a Chamber option. However, in keeping the Chamber’s budget amount flat this year, the Chamber might view this ongoing contribution as additional funding for new services of some kind. Might I suggest adding back in the holiday lights into Section C?

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: _____

**CITY OF HAILEY
RESOLUTION NO. 2012-69**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE EXECUTION OF A CONTRACT FOR SERVICES WITH
HAILEY CHAMBER OF COMMERCE**

WHEREAS, the City of Hailey desires to enter into an agreement with the Hailey Chamber of Commerce (Chamber) under which Chamber will perform economic development services with the City of Hailey utilizing Local Option Tax funds.

WHEREAS, the City of Hailey and Chamber 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 Hailey Chamber of Commerce 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

CONTRACT FOR SERVICES
(City of Hailey and the Hailey Chamber of Commerce)

THIS CONTRACT FOR SERVICES ("Agreement") is made and entered into this _____ day of September, 2012, by and between the CITY OF HAILEY, an Idaho municipal corporation (hereinafter referred to as "Hailey") and the Hailey Chamber of Commerce, an Idaho non-profit corporation (hereinafter referred to as "Chamber").

RECITALS

A. Hailey is a resort city, as defined by Idaho Code § 50-1044, deriving the major portion of its economic well-being from businesses catering to recreational needs and the needs of people traveling to Hailey for an extended period of time;

B. Hailey has the authority to enter into contracts and to take such steps as are reasonably necessary to maintain the health, safety and welfare of the City which includes the promotion of its trade, commerce, and industry;

C. The voters of Hailey approved Hailey Ordinance Numbers 950 and 1035, which impose a local option tax pursuant to Idaho Code § 50-1044 through November 30, 2029;

D. Taxes collected pursuant to such ordinance shall be used, among other things, for City promotion, visitor information, special events and economic development;

E. The Chamber has public relations abilities and is experienced in providing advertising and marketing services for the advancement of the trade, commerce, and industry of the tourism-based economy of Hailey;

F. The Chamber desires to create a strong economic climate, to provide tourism marketing and to provide the best possible information and service to Hailey area visitors, all of which are consistent with the purposes and findings of Ordinances No. 950 and No. 1035;

G. It is in the best interest of the public health, safety, welfare, and prosperity of the City to provide general information to and encourage tourists to visit Hailey area by means of marketing and promotion and to participate in lawful activities which promote and enhance the trade, commerce and industry of the City. These activities are determined to be ordinary and necessary expenses for the economic well-being of Hailey and its residents and guests;

H. Hailey desires to contract with the Chamber for professional services to provide visitor information and the promotion and marketing of the City, all its businesses and its general business climate, and its special events;

I. The parties acknowledge and agree that all funds paid to the Chamber under this Agreement shall be used to provide services for Hailey for the legitimate public purposes of promoting the Hailey area to attract visitors and businesses, providing information about the community for the benefit of visitors and businesses, operating a visitor information center,

increasing employment opportunities to the residents of Hailey, enhancing special events for residents and visitors and increasing tax revenues; and

J. Subject to the terms and conditions of this Agreement, the parties wish to enter into this agreement to provide the services described herein.

AGREEMENT

NOW THEREFORE, Hailey and the Chamber, for and in consideration of the recitals, mutual promises and covenants hereinafter set forth, do hereby agree as follows:

1. Consideration. In consideration for providing the services provided herein, Hailey agrees to pay Chamber the maximum sum of SIXTY ONE THOUSAND DOLLARS (\$61,000). Subject to the terms and conditions set forth herein, quarterly installments shall be made within the fiscal year on or before January 25, 2012, and continuing on the 25th day of the first month of each quarter thereafter (April, July, and October), through the term of this Agreement.

2. Term. Unless terminated pursuant to Section 7(B) of this Agreement and notwithstanding the date of execution hereof, this Agreement shall be in effect from October 1, 2012, until September 30, 2013.

3. Scope of Services. The Chamber shall provide the following services:

A. Hailey Business Promotion and Special Events Support and Marketing. The Chamber shall provide services to operate, manage, provide and supervise the distribution of visitor information to the general public and provide professional marketing services to promote the Hailey area in accordance with this Agreement. The Chamber shall advertise Hailey businesses in multi-media. The Chamber shall continue to advertise and increase advertising for current special events in Hailey, including but not limited to Arborfest, the Fourth of July activities, Northern Rocky Folk Festival, a Professional Bull Riding event, the IMPRA Finals Rodeo, and Trailing of the Sheep. The Chamber shall actively strategize the development of new events and/or the expansion of existing events. The Chamber shall coordinate existing and/or new events between the chambers of commerce in other Blaine County municipalities to avoid scheduling conflicts with different events. (Maximum payment \$29,000)

Action Items:

- i. Press Releases to local and regional publications.
- ii. Social Media postings and event calendar listings.
- iii. Website updates pertaining to events listings and calendaring.
- iv. Continue to improve the content of website and search engine optimization.
- v. Local and regional advertising.
- vi. Hailey Special Events – coordinate with local businesses and City to produce, improve and market local events.
- vii. Develop a multi-media approach to Hailey area marketing.

Reporting items:

- viii. Report press communication goals.
- ix. Number and type of press releases.
- x. Number and placement of ads.
- xi. List of events supported by the Hailey Chamber.
- xii. Number of attendees of each event held.
- xiii. Number of sponsors.
- xiv. Number of volunteer hours.

B. Visitor Services and Marketing. The Chamber shall provide literature, advertising, staff, supplies, equipment and support associated with an educational awareness program designed to promote the Hailey area as a destination for visitors. The Chamber shall develop, arrange and pay for the costs of printing, and distribute the literature necessary to promote the Hailey area to visitors. The Chamber shall also travel to and identify and conduct activities and programs encouraging potential visitors to use the Hailey area as a destination. The Chamber shall coordinate its activities in coordination with other visitor promotional entities. The Chamber shall occupy space on Main Street, Hailey, Idaho or any other suitable location within the city and provide advertising for Hailey businesses, and brochures, maps and similar promotional materials for Hailey businesses for visitors. The Chamber shall also provide professional relocation and information packets for distribution by mail and other means. The Chamber shall offer information and answer all inquires from visitors and the general public and shall produce adequate supplies of brochures, pamphlets, fact sheets, and similar materials that can be handed out or mailed, free of charge to the public. (Maximum payment \$23,000)

Action Items:

- xv. Maintain relevant Visitors Center hours of operation.
- xvi. Provide Hailey City Hall hours of operation schedules.
- xvii. Provide access to information through Visitors Center and online resources.
- xviii. Continue to improve the content of website and search engine optimization.
- xix. Provide referrals to Hailey Businesses.
- xx. Develop and market special rates and discounts offered to visitors
- xxi. Produce current visitor informational pieces and relocation packets, including downtown visitor's guide.

Reporting Items:

- xxii. Costs to maintain Visitors Center.
- xxiii. Track visitor inquiries,
- xxiv. Track number of visitors to center.
- xxv. Track location and distribution volume of brochure distribution points.
- xxvi. Track number of web visitors.
- xxvii. Track number and type of press releases.

C. Town Improvement. The Chamber shall coordinate the downtown Main Street flower basket program. (Maximum payment \$3,000)

Action Items

- i. Arrange for flower basket placement along the light posts with City of Hailey provided drip lines on Main Street within downtown (Walnut to Carbonate).

Reporting Items:

- ii. Program budget
- iii. Location of flower placement.
- iv. Report number of sponsors.
- v. Report number of volunteer hours.

4. Budget, Annual Work Plan, Reports and Availability of Records.

A. Budget. Within thirty (30) days after the execution of this Agreement, the Chamber shall submit a final operating budget for the Chamber, which is satisfactory to Hailey, for the fiscal year 2012/2013, showing income, expenses and particular fund balances. The operating budget shall contain sufficient information and detail to permit meaningful review by the public.

B. Quarterly Reports. The Chamber shall submit a written quarterly performance report to the Hailey City Council on the services provided hereunder, as well as an accounting of the actual expenditures of Hailey funds in relation to the Budget. In addition, after the submittal of the written report, the Chamber shall present the quarterly performance report to the Hailey City Council at the next regular City Council meeting.

C. Monthly Reports. The Chamber shall keep a record of all written and oral inquiries received and all information distributed during the contract period for the services to be provided under this Agreement and shall submit a monthly statistical report to Hailey of these activities beginning on October 1, 2012, and continuing on the fifteenth business day of every month thereafter during the term of this Agreement. The monthly reports shall be submitted to Hailey for the purpose of justifying and receiving quarterly payments.

D. Financial Accounting and Reporting Requirements. The Chamber shall submit to Hailey a year end financial statement which shall be prepared in a format that details the expenditure of Hailey funds paid to the Chamber under the terms of this Agreement. The City may request additional financial information it deems necessary or appropriate to assist the City in verifying the accuracy of the Chamber's financial records. Any duly authorized agents of the City shall be entitled to inspect and audit all books and records of the Chamber only for compliance with the terms of this Agreement. In the event the financial report indicates that funds were used for purposes not permitted by this Agreement, the Chamber shall remit the disallowed amount to Hailey within 30 days of notification by Hailey of such improper expenditures.

E. General Requests. Upon request, and within a reasonable time period, the

Chamber shall submit any other information or reports relating to its activities under this Agreement to Hailey in such form and at such time as Hailey may reasonably require.

F. Retention of Records. The Chamber agrees to retain all financial records, supporting documents, statistical reports, client or membership records and contracts, property records, minutes, correspondence, and all other accounting records or written materials pertaining to this Agreement for three (3) years following the expiration or termination of this Agreement. Hailey, at its own expense, may review or audit the financial transactions undertaken by the Chamber under this Agreement to ensure compliance with the terms and conditions herein with reasonable prior notice and during the normal business hours of the Chamber.

5. Quarterly Payments. To receive payments for the services described in paragraphs 3(A) through (F) of this Agreement, inclusive, the Chamber shall submit the monthly reports described in paragraph 4(C) of this Agreement. The quarterly sum to be paid to the Chamber shall not exceed the actual costs described in these reports, and aggregately shall not exceed the contract amount of \$61,000. The maximum payment amount may be exceeded by 10% with approval of the Hailey City Administrator, provided that the contract amount of \$61,000 is not exceeded.

6. Record of Funds. In order to insure proper financial accountability, the Chamber shall maintain accurate records and accounts of all funds received from Hailey, keeping such accounts and records separate and identifiable from all other accounts, and making such accounts and records available to the City during normal business hours, on request of the City. Compliance with this provision does not require a separate bank account for the funds. The funds paid to the Chamber by Hailey shall be expended solely for operations and activities in conformance with this Agreement. Further, no such funds shall be transferred, spent, loaned or encumbered for other Chamber activities or purposes other than for operations and activities in conformance with this Agreement.

7. 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	Hailey Chamber of Commerce
115 Main Street So.	P.O. Box 100
Hailey, Idaho 83333	Hailey, Idaho 83333

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

B. Termination. The parties hereto covenant and agree that in the event Hailey, in its sole and absolute discretion, lacks sufficient funds to continue paying for Chamber's services under this Agreement, Hailey may terminate this Agreement without penalty upon thirty (30) days written notice. Upon receipt of such notice neither party shall have any further obligation to the other. In the event of early termination of this Agreement, the Chamber

shall submit a report of expenditures to Hailey. Any Hailey funds not encumbered for authorized expenditures at the date of termination shall be refunded to Hailey within twenty (20) days.

C. Independent Contractor. Hailey and Chamber hereby agree that the Chamber shall perform the Services exclusively as an independent contractor and not as employee or agent 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. Chamber, 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. Chamber shall be solely responsible for the payment of all payroll and withholding taxes for amounts paid to Chamber under this Agreement and for Chamber's payments for work performed in performance of this Agreement by Chamber, its agents and employees; and Chamber hereby releases, holds harmless and agrees to indemnify Hailey from and against any and all claims or penalties, including without limitation the 100% penalty, which in any manner relate to or arise from any failure to pay such payroll or withholding taxes.

D. Compliance With Laws/Public Records. Chamber, its agents and employees shall comply with all federal, state and local laws, rules and ordinances. This Agreement does not relieve Chamber of any obligation or responsibility imposed upon Chamber by law. Without limitation, Chamber hereby acknowledges that all writings and documents, including without limitation email, containing information relating to the conduct or administration of the public's business prepared by Chamber for Hailey, regardless of physical form or characteristics may be public records pursuant to Idaho Code §§ 9-337 *et seq.* The Chamber further acknowledges that, subject to certain limitations, the public may examine and take a copy of all such public writings and records. Accordingly, Chamber shall maintain such writings and records in such a manner that they may readily identified, retrieved and made available for such inspection and copying.

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

F. Hold Harmless Agreement. The Chamber shall indemnify, defend and save and hold harmless Hailey, its officers, agents, and employees, from and against any all claims, loss, damages, injury or liability, including but not limited to, the misapplication of Hailey funds, state or federal anti-trust violations, personal injury or death, damages to property, liability arising out of the use of materials, concepts, or processes protected by intellectual property rights and liens of workmen and material men, howsoever caused, resulting directly or indirectly from the performance of the Agreement by the Chamber.

G. 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.

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

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

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

K. 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.

L. 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.

M. 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.

N. 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.

O. Conflict of Interest. No officer or director of the Chamber who has decision making authority either by himself or by vote, and no immediate family member of such individual, shall have a direct pecuniary interest in any contract or subcontract for work to be performed in connection with this Agreement. The Chamber shall incorporate or cause to be incorporated in all such contracts, a provision prohibiting such interest pursuant to this provision.

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

CITY OF HAILEY

**HAILEY CHAMBER OF
COMMERCE**

Fritz X. Haemmerle, Mayor

Heather LaMonica Deckard, Executive Director

ATTEST:

Mary Cone, City Clerk

Patrick Buchanan, Board President

AGENDA ITEM SUMMARY

DATE: 09/17/2012 DEPARTMENT: Clerk's Office DEPT. HEAD SIGNATURE: MHC

SUBJECT:

Update on: Contract for Services with Caselle Inc. for customer support issues and maintenance.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

City of Hailey has been using Caselle's Financial and Utility software solution since 2002. Over past years there was no need to have a high level of customer support from Caselle. In 2008/9 fiscal year, we are moved to a paid per call for service which meant that we did not have a regular quarterly invoice but rather be billed for service as we utilize it.

Caselle notified all users of this "paid for call service" that this would no longer be an option after September 2012 and that we would be required to sign up for their Platinum level service agreement. With this upgrade of the Platinum Agreement, Hailey will receive a free upgrade to Caselle's Clarity software.

The cost of this agreement will be \$12,300 for the next two years.

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to authorize execution of agreement with Caselle for the Platinum level service agreement. w/
Resolution 2012-70

FOLLOW-UP REMARKS:

*

**CITY OF HAILEY
RESOLUTION NO. 2012-70**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE EXECUTION OF AGREEMENT WITH CASELLE FOR
ANNUAL SOFTWARE MAINTENANCE AND FREE UPGRADE TO CLARITY.**

WHEREAS, the City of Hailey desires to enter into an agreement with Caselle under which Caselle will provide customer support services for City of Hailey.

WHEREAS, the City of Hailey and Caselle have agreed to the terms and conditions of the Software Maintenance and Support Agreement – Platinum Agreement, 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 Software Maintenance and Support Agreement – Platinum Agreement between the City of Hailey and Caselle 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, ID

August 16, 2012

(Valid for 90 days)

QUOTE FOR PLATINUM LEVEL SUPPORT SERVICES

Includes all applications currently licensed to the City
and up to ten (10) Concurrent User Licenses.

Monthly	Annually
\$1,025	\$12,300

Benefits include the following:

- Priority Response
- Unlimited Inquiries
- Program Updates included
- Application Upgrades included* (Clarity & Future Upgrades Free)
- Free access to Webinar Training
- Free access to Knowledgebase
- 5% discount if paid annually (multiple years may be paid for in advance)

**When organization has an active Platinum Level Agreement and maintains it for five years.*

A six month waiting period is required before scheduling your Clarity Upgrade.

**SOFTWARE MAINTENANCE & SUPPORT AGREEMENT
PLATINUM LEVEL**

CASELLE, INC.
1656 S. East Bay Blvd.
Suite 100
Provo, UT 84606

and

CITY OF HAILEY
115 S. Main St. Ste. H
Hailey, ID 83333

("Caselle")

("You" or "Your")

agree that Caselle will provide You with unlimited telephone support on Caselle's Software, for the purpose of answering Your questions, giving usage instructions, providing updates and attempting to resolve problems on a best efforts basis, for the consideration of \$1,025.00 monthly, subject to the following terms and conditions:

Availability

Support calls, covered by this Agreement, will be answered by Caselle's Support Center, on the designated support telephone number, between 7:30 am and 5:30 pm Mountain Time, Monday through Friday, except holidays.

Coverage

This Maintenance & Support Agreement covers all Caselle application software licensed to You. It does not cover third party software or products. Support may, on a best efforts basis, be provided for third party products, such as operating systems and hardware. Extended, after hours support may be billable at Caselle's regular hourly billing rate.

Charges

Charges cover Software presently installed and will remain fixed for one year providing You license no new applications. If You license new applications or change user levels, charges will be modified. Following the first year, charges may be increased, at Caselle's discretion.

Updates

Caselle will provide program updates within the same operating system through normal software releases at no extra charge. Additional software packages, add-on modules and custom programming are not covered by this Agreement and will be billed at current rates. Caselle will determine which enhancements and/or materials will be part of a software release, add-on package or custom programming.

Upgrades

Caselle will provide software upgrades within the same operating system at no extra charge if this agreement is still in effect at the time the upgrade is made available and if this agreement is not cancelled or terminated for a period of five (5) years.

Term and Termination

This Software Maintenance & Support Agreement is effective for one year from the date of the Agreement. Thereafter, it will automatically be renewed monthly, unless either party gives written notice of termination, at least 30 days in advance. If the Agreement is terminated Caselle will honor commitments to support You until the date of termination.

Payment

Payment terms shall be monthly in advance in U.S. Dollars and shall not be considered received until

Your check clears the banking process. Any charges or costs incurred in the collection of Your check, due to insufficient funds or any other reason, shall be reimbursed by You. Late payments shall be subject to extra charges. If payment is not received when due, Caselle reserves the right to suspend Your support until payment is received. Such suspension will not relieve You of payment obligation.

Limitations of Remedies

Your Remedies. Your sole and exclusive recourse and remedy for any loss, including your right to recover damages shall be as set forth in this Section. Caselle's liability with respect to any and all actual losses incurred during the Term (or a Renewed Term) of the Agreement shall not exceed the amount paid by You to Caselle at the last billing. You shall provide Caselle with documentation sufficient to demonstrate any expenses that You actually incurred for which You seek damages from Caselle. Caselle shall not be responsible for any loss incurred by You from a claim that is settled or compromised by You without the prior written approval of Caselle.

No Liability for Consequential Damages. In no event shall Caselle be liable to You or to any third party for any indirect, special, punitive, incidental, consequential or compensatory losses, damages, claims or causes of action in excess of the amount of compensation paid hereunder, including, but not limited to, those arising from loss of business or profits or any other economic loss, even if Caselle was aware of the possibility of such damages.

General

(a) You shall not assign, sublicense or transfer any of Your rights under this Agreement without the prior written consent of Caselle.

(b) This Agreement shall be governed and construed in accordance with the laws of the State of Utah. If any part of this Agreement violates applicable law that part of the Agreement shall be deemed to be amended to the extent necessary to comply with the law.

(c) This Agreement constitutes the entire agreement between Caselle and You and supersedes any prior agreement or understanding, written or oral relating to support services. Except as provided herein, this Agreement may not be varied, amended or supplemented except in writing and properly executed by both parties.

(d) If any provision of this Agreement shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement or the validity or the enforceability of this Agreement.

(e) All rights and remedies provided herein are cumulative and are in addition to all other rights and remedies available at law or equity.

(f) In the event either party successfully takes legal action to enforce any provision of this Agreement the non-prevailing party shall pay full costs and expenses of such action, including reasonable attorney's fees.

(g) Any notice required by this Agreement shall be deemed to have been properly given if sent by registered or certified mail to the address stated above or such other address as may be designated in writing by either party.

(h) The waiver of any breach or default of this Agreement shall constitute a waiver only as to such particular breach or default and shall not constitute a waiver of any other breach or default.

(i) Caselle shall not be held liable for delays in any of its performance resulting from acts of God, war, civil disturbance, court order, labor dispute or any other cause beyond its control.

The signatures below indicate each party's acceptance of this Agreement. Each party has caused this agreement to be executed by its duly authorized representative.

CASELLE, INC.

By: _____

Name & Title: Alan S. Hutchings, President

Date: August 16, 2012

CITY of HAILEY

By: _____

Name: _____

Title: _____

Date: _____

AGENDA ITEM SUMMARY

DATE: 10-17-12 DEPARTMENT: Public Works DEPT. HEAD SIGNATURE: 

SUBJECT:

Request approval for Wood River High School Homecoming Parade on September 21, 2012 from 2:30 p.m. to 3:00 p.m. on Main Street

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

- | | | |
|--|--|---|
| <input type="checkbox"/> City Administrator | <input type="checkbox"/> Library | <input type="checkbox"/> Benefits Committee |
| <input type="checkbox"/> City Attorney | <input type="checkbox"/> Mayor | <input type="checkbox"/> Streets |
| <input type="checkbox"/> City Clerk | <input type="checkbox"/> Planning | <input type="checkbox"/> Treasurer |
| <input type="checkbox"/> Building | <input checked="" type="checkbox"/> Police | _____ |
| <input checked="" type="checkbox"/> Engineer | <input type="checkbox"/> Public Works, Parks | _____ |
| <input checked="" type="checkbox"/> Fire Dept. | <input type="checkbox"/> P & Z Commission | _____ |

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve the WRHS Homecoming Parade, September 21, 2012 and authorize the Mayor to sign.

ADMINISTRATIVE COMMENTS/APPROVAL:

City Administrator _____ Dept. Head Attend Meeting (circle one) Yes No

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

*Ord./Res./Agrmt./Order Originals: Record *Additional/Exceptional Originals to: _____
Copies (all info.): _____ Copies (AIS only) _____
Instrument # _____

DECISION

Based on the Application for a Special Event Permit for the Wood River High School Homecoming Parade, September 21, 2012, the City of Hailey, pursuant to Chapter 12.14 of the Hailey Municipal Code, approves the Application and grants the Special Event Permit, subject to the following conditions:

Standard Conditions

- a. The Applicant shall comply with the terms, plans, covenants and provisions of the Application, as approved or as modified by the City of Hailey.
- b. The Applicant shall comply with all applicable local, state and federal laws, regulations and ordinances before, during and after the Special Event(s).
- c. The Applicant shall execute an agreement, relating to the reimbursement of expenses, indemnification and other provisions immediately upon the approval of the application for the Special Events Permit.
- d. In the event the Applicant fails to comply with all the conditions set forth herein, the City may revoke the Special Events Permit, in whole or in part.

Other Conditions

DATED this 17th day of October, 2012.

CITY OF HAILEY

By: _____
Fritz Haemmerle, its Mayor

ATTEST:

Mary Cone, City Clerk

AGREEMENT

In consideration of the granting of a special event permit by the City of Hailey ("the City") for the WRHS Homecoming Parade that will occur on September 21, 2012 from 2:30 p.m. to 3:00 p.m., plus specified set up and teardown time, ("the Event"), and pursuant to Section 12.14 of the Hailey Municipal Code, the undersigned, as the applicant ("Applicant") of a Special Event Permit from the City for the Event, does hereby agree to reimburse the City for any costs incurred by the City in repairing damage or providing any services or materials resulting from the Event. The Applicant agrees that such costs may be deducted from a non-refundable security deposit or additional deposit as established by the City, and that if costs exceed any deposit made

CITY OF HAILEY ■ 115 MAIN ST. S., SUITE H ■ HAILEY, IDAHO 83333 ■ 788-4221

by the applicant, further reimbursement will be made to the City upon demand. The Applicant hereby agrees to indemnify, defend and hold harmless the City and its officers and employees, in their official and individual capacities, from any and all claims, demands, obligations, liabilities, lawsuits, judgments, attorneys' fees, costs, expenses and damages of any nature caused by or arising out of, or connected with the Event. In the event either party hereto is required to retain counsel to enforce a provision of this Agreement, or to recover damages resulting from a breach hereof, 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 proceedings. The Applicant agrees to comply with all the laws and ordinances of the City of Hailey, Idaho applicable to the subject matter thereof, and to conduct the Event in accordance with the terms and provisions of the application for a Special Event Permit, as approved or as modified by the City, and all conditions of the Special Event Permit. The Applicant agrees that the Special Event Permit is nontransferable and shall be conducted only for the dates and locations as approved by the City.

IN WITNESS WHEREOF, Applicant and the City have executed this Agreement on this 17th day of October, 2012.

APPLICANT:

By: _____

(please sign and print name and title, if applicable)

CITY OF HAILEY:

By: _____
Fritz Haemmerle, its Mayor

ATTEST:

Mary Cone, its City Clerk



EMAIL TO DEPT: _____
 HFD: CERT INSURANCE: YES
 HPD: _____ STR CLOSURE: YES
 HBLDG: _____ BARRICADE MAP: NO
 HENG: _____ CATERING PERMIT: NO
 HPD SEC: _____ AMPL PERMIT: NO
 SIGN PERMIT: NO

RECEIVED
 SEP 1 2012

SPECIAL EVENT PERMIT APPLICATION

EVENT NAME: Wood River High School Homecoming Parade

LOCATION FOR EVENT (Be specific e.g., Hop Porter Park, all of 1st Avenue between Walnut and Pine, 115 Main St. S.):
 Public Property Private Property

line up on Spruce, travel down Main, turn left on Elm.

III. EVENT SCHEDULE

Special Events are limited to four days, including set-up and tear-down days. No more than eight events per calendar year can be conducted by a single party or organization, unless a modification is granted by the City Council. Please submit your modification requests in writing and attach to your application.

Date(s) of Event	Hours		Estimated # of Attendees
	Start Time:	End Time:	One Hour Interval: All Day:
<u>Sept 21, 2012</u>	<u>2:30</u>	<u>3:00</u>	One Hour Interval: All Day:
	Start Time:	End Time:	One Hour Interval: All Day:
Date of Set-Up	Start Time:	End Time:	
Date of Tear Down	Start Time:	End Time:	

IV. FEES

Special Event Permit Application Fee \$125 _____
 Events that meet the following criteria may be exempted from Park Rental Fee by resolution of the City Council:
 Non-profit event that is held annually within the City of Hailey for at least ten consecutive years and consistently draw large numbers of participants and spectators. Tax Exempt #: _____
 Promoted locally and regionally within the state and the northwest.
 Per Day Park Rental Fee \$200 _____
 Tax (on park rental fees only) 6% _____
 Security Services Deposit _____

TOTAL DUE

V. ORGANIZATION INFORMATION

Sponsoring Organization: Wood River High School Student Union
 Applicant's Name: Stephanie Spindler Title: Teacher
 Address: 1250 Fox Acres Rd. City: Hailey State: ID Zip: 83333
 Telephone Day: 578 5020 Evening: _____ FAX: _____
 Applicant Driver's License #: _____ EMAIL: sspindler@blaineschools.org
 Federal Tax #: _____ State Tax #: _____

VI. EVENT INFORMATION

New Event: Yes _____ No X Annual Event: Yes X No _____ Years Operating many!
 Event Category: Commercial Noncommercial
 Estimate of Gross Ticket Sales & Revenues (commercial event only): _____
 Description of Event: parade

Additional Details: _____
 Updated: 8/23/2012 (Attach any additional pages as needed)

VII. INSURANCE REQUIREMENTS

It is the responsibility of your Special Event organizers to maintain a **COMPREHENSIVE GENERAL LIABILITY** insurance policy with coverage of not less than \$1,000,000.00 combined single limit per occurrence. Each policy shall be written as a primary policy, not contributing with or in excess of any coverage which the City may carry. *A certificate naming the City of Hailey, Blaine County, Idaho as additional insured shall be delivered to the City of Hailey with this application.* The adequacy of all insurance required by these provisions shall be subject to approval by the City Clerk. Failure to maintain any insurance coverage required by this agreement shall be cause for immediate termination of the application.

Insurance Company: _____ Agent Name: _____ Phone: _____

HOLD HARMLESS CLAUSE

Permittee (organization/applicant) shall indemnify and hold harmless the City of Hailey, its agents, its employees and authorized volunteers from and against all claims, damages, losses and expenses, including attorney's fees, arising out of the permitted activity or the conduct of Permittee's operation of the event if such claim (1) is attributable to personal injury, bodily injury, disease or death, or to injury to or destruction of property, including the loss of use there from, and (2) is not caused by any negligent act or omission of willful misconduct of the City of Hailey or its employees acting within the scope of their employment.

SPECIAL EVENT ACTIVITIES & CITY SERVICES REQUESTED

Your Event Organizer is responsible for providing a complete list of event activities including a list of suppliers providing services. An event logistics map is required, detailing the location for all road closures, event set up, canopies, stages, vendors, booths, and any other major services or activities planned.

Yes	No	Check all Planned Activities	Yes	No	Check all Planned Activities
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Street Closures & Access / Parade (if yes) • Street Closure for Special Event Application and detailed map listing areas of closure, parade route is required. <i>An ITD permit is required for Main Street.</i> • Your Event Coordinator is required to have the Notification Certification completed by all affected businesses, churches, schools and neighborhoods.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Alcohol Served (Free of Charge) (name of provider)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Canopies/Tents/Membranes/Temporary Structures (Number & Size(s)) City of Hailey Fire Department, Fire Code Enforcement may require a permit for tents, canopies, membrane, or temporary structures over 200 sq. ft.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Alcohol Sold Requires Alcohol Beverage Catering Permit (Hailey Code 5.13)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Security (detail who, number of officers, times. Attach plan) Medical Services (Circle) First Aid and/or EMS Services *Determination of EMS services is dependent on event size and type. Who is providing this service: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Food/Beverages will be served (List Caterers):
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Traffic Control / Shuttle Buses (Number of buses / locations / hours of operation, attach plan.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Vendors items sold/ solicitation
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Electricity / Generators (Size _____) Attach detailed electrical plan.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Booths: Profit / Non-Profit
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Lighting plan: attach plan	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Activities / Entertainment (Agenda) Other equipment or entertainment
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Gray Water Barrel / Grease Barrel (circle/detail # and locations)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Signs or Banners: sign permit may be required by the City Planning and Zoning Department
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sanitation -Trash bins, Dumpsters, Recycle (circle/detail # and locations)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Stages (Number and Size(s) _____)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Porta Toilets / Wash Stations (Quantity ADA Regular _____)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Barricades. How many identify locations and attach logistics map not sure
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Water Drinking / Washing (circle)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	EVENT estimated attendance: <u>200 Students</u> Number of staff working event: <u>60 teachers</u> Number of volunteers working event: _____
<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>	<input checked="" type="checkbox"/>	Amplified Sound Permit-the allowable sound decibel level - (90) dB maximum

I hereby certify that I have read and will abide by the laws, rules and regulations set forth by the City of Hailey, Blaine County, and the State of Idaho, and in signing this application, I hereby agree that I and the organization I represent, shall hold the City of Hailey and all of its agents or employees free and blameless from any claim, liability or damage which may arise from use of City facilities or equipment, whether or not the City of Hailey, its agents or employees are jointly negligent. I further agree to promptly reimburse the City of Hailey and all of its agents for any clean up loss or damage to City property resulting from this use, as well as permitting, staffing, equipment use/rental, property use/rental, clean up, inspections involving the use of public property, public employees or public equipment for the Special Event. In the event the deposit exceeds the actual charges, the City Clerk shall refund the balance to the applicant.

Event Organizer's Signature: [Signature] Date: 9-11-2012



RECEIVED
SEP 1 2012

AMPLIFIED SOUND PERMIT APPLICATION

Instructions:

Fill in the details on the application return it to the Special Events Administrator. It will then be forwarded to the appropriate authority for approval and signature. The completed and signed application will act as your permit and will be forwarded to you once approvals and signatures are completed.

It is important for the success of your event that surrounding residents and businesses are aware of the event and to have a contact for the event. It is your responsibility to notify all residents and businesses in the immediate area that may be affected by the events amplified music prior to the event. On the back of this permit is a form entitled "Notification of Amplified Sound Event" to be used for notification. Please fill out the form, copy and distribute it to your event neighbors.

By notifying surrounding residents in advance of your event, it is the expectation of the City of Hailey that you will take the opportunity to correct amplification levels if you are contacted directly.

Events may require an Amplified Sound Permit to be filed along with a Special Events Permit. The Hailey Municipal Code does exempt certain events as a special event, however, an Amplified Sound Permit maybe required. Please contact the Special Events Administrator at 208-788-4221 x22 to help determine the requirements for your event.

Applicable Requirements: There is no fee for the administrative review of this application or the first Hailey Police Department visit to your event, for visits 2 and more the fee charged to the applicant will be \$25.00 per visit. The allowable sound decibel level is - (90) dB maximum and sound may only be amplified between the hours of 10 am and 10 pm.

Name of Applicant: Stephanie Spindler Phone: 578 5020
 Address of Applicant: 1250 Fox acres Rd Hailey, ID
 Type of Event: parade
 Location of Event: Main St.
 Date of Event: 9-21-2012 Number of People Expected: 200
 Time of Amplification: From 2:30 to 3:00

By signing this application, you are confirming the receipt and knowledge of the applicable requirements and agree to comply with them. In the event the Police Department has to intervene, the permit may be voided if found to not be in compliance with the applicable requirements.

Signature of Applicant: [Signature] Date: 9-11-12

When signed by the Police Chief or designee, a copy of the signed application will be your permit.

Chief of Police, or designee Signature: _____ Date: _____

<input type="checkbox"/>	Permit Approved	(For City Use Only)
<input type="checkbox"/>	Not Approved (check reason below)	
<input type="checkbox"/>	Use of the equipment would constitute a detriment to traffic safety;	
<input type="checkbox"/>	The issuance of the permit would be otherwise detrimental to the public health, safety or welfare;	
<input type="checkbox"/>	The issuance of the permit will substantially interfere with the peace and quiet of the neighborhood or the community;	
<input type="checkbox"/>	The applicant would violate the provisions of this Code or any other law.	



RECEIVED
SEP 11 2012

STREET CLOSURE FOR SPECIAL EVENT

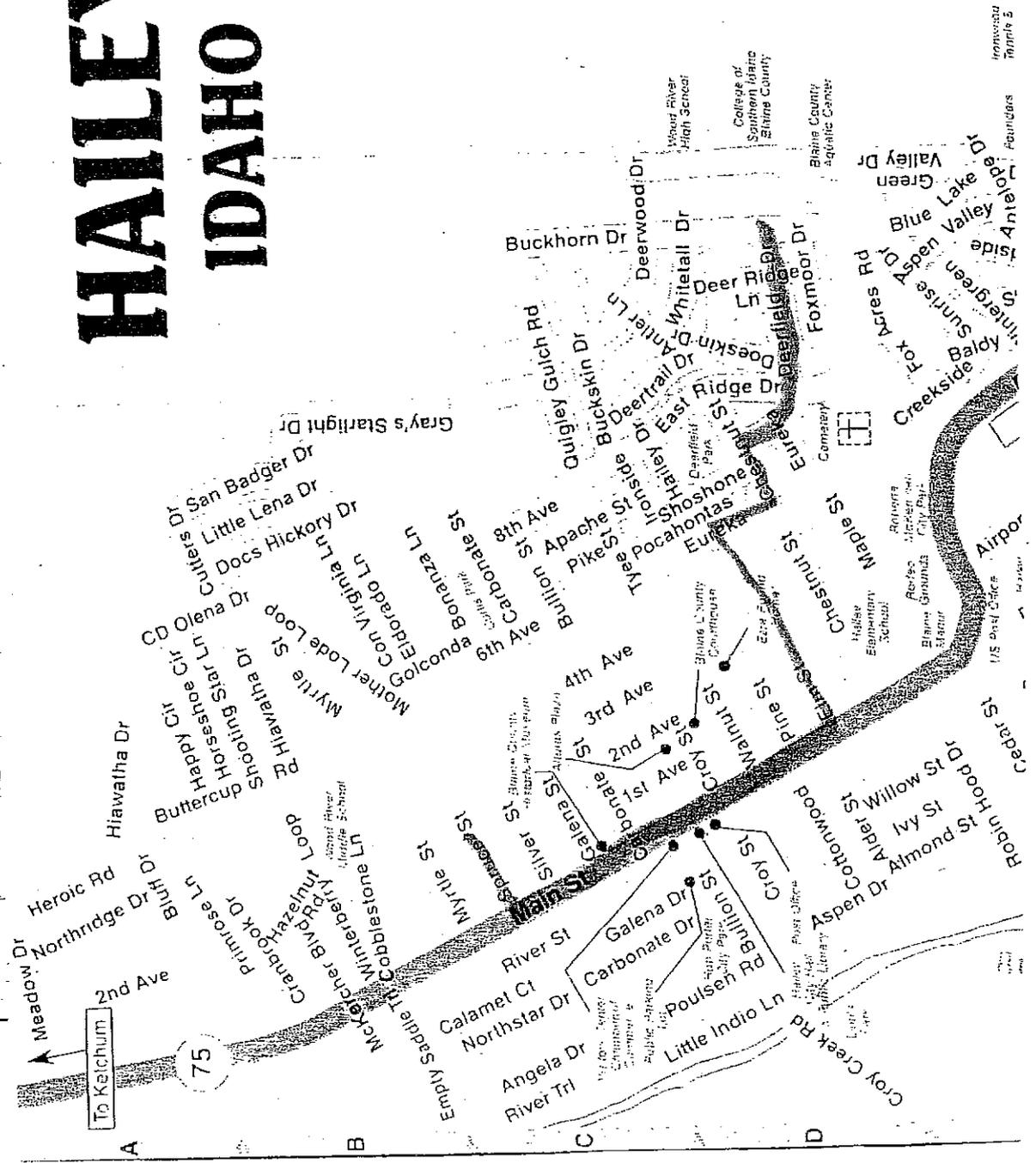
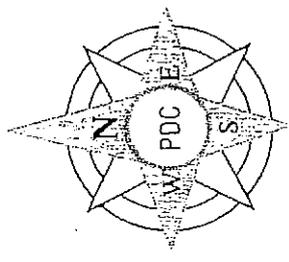
EVENT NAME: Home Coming Parade
The above listed event received a street closure permit for a community event.

STREET CLOSURE DATES: 9-21-2012

Route/street closure is map is attached.

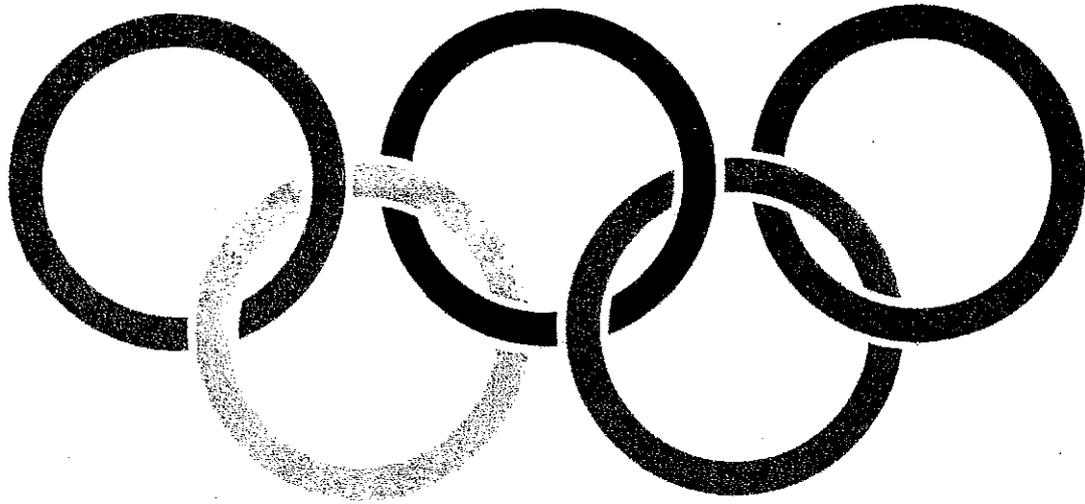
Names of streets to be closed (attach further closures on a separate sheet if needed)		
<u>See attached map</u>	Between (street)	And (street)
	Between (street)	And (street)
Time of Street Closure	Start: <u>2:30</u>	End: <u>3:00</u>
Participant type and number of entries of each type (check all that apply):		
<input checked="" type="checkbox"/> Participants/Spectators _____ <input type="checkbox"/> Animals _____ <input checked="" type="checkbox"/> Vehicles _____ <input checked="" type="checkbox"/> Floats _____ <input type="checkbox"/> Busses _____ <input checked="" type="checkbox"/> Bikes _____		

HAILEY IDAHO



Imposed
March 5

HOMECOMING PARADE 2012



When: Friday, September 21st

Where: Hailey, line up on Spruce

Who: All sports teams and clubs

The theme is the Olympics, and there is a \$10 entry fee.

Judged by local businesses.

Prizes will be awarded.

Lineup begins at 2:20 and the parade starts at 2:30.



IDAHO TRANSPORTATION DEPARTMENT

216 S. Date Street
Shoshone, ID 83352

(208) 886-7800
itd.idaho.gov

September 4, 2012

RECEIVED
SEP 05 2012

Wood River High School
Gus Kimball
1250 Fox Acres Road
Hailey, ID 83333

*x 2235
Stephanie
LPT MESSOR
BY: B. US
9-10-12*

RE: Wood River High School Homecoming Parade

Dear Gus:

This letter is to inform you that your request for use of State Highways for this special event has been approved. Enclosed is the agreement for the Wood River High School Homecoming Parade scheduled September 21, 2012, on State Highway 75, from Spruce Street (milepost 116.839) to Elm Street (milepost 116.223).

Traffic control should be in conformance with the MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES as adopted by the Idaho Transportation Department and/or manned by uniformed police officers.

We are returning a signed/approved copy of the agreement to you. If you have any questions call me at 886-7853. Good luck with your parade.

Sincerely,

ORIGINAL SIGNED BY

DAVE JENSEN, TTS
D-4, Permit Coordinator

- cc: Mayor Fritz Haemmerly, City of Hailey (115 Main Street S., Hailey, ID 83333)
- Cpt. Rob Storm, Idaho State Police (218 West Yakima Jerome, ID 83338-5904)
- Sheriff Gene D. Ramsey, Blaine County (1650 Aviation Drive, Hailey, ID 83333)
- Chief of Police Jeff Gunter, City of Hailey (115 Main Street S., Hailey, ID 83333)



CERTIFICATE OF LIABILITY INSURANCE

BLAIN-4 OP ID: SMM

DATE (MM/DD/YYYY)

09/11/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Premier Insurance - Boise P.O. Box 5815 Boise, ID 83706-5815 Timothy S. Black	208-433-1000 208-433-1151	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Blaine County School District #61 118 W. Bullion St. Hailey, ID 83333		INSURER A: Continental Western Insurance	10804
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

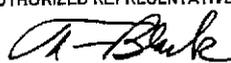
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			SCP287993923	07/01/12	07/01/13	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 1,000,000
							PRODUCTS - COMP/OP AGG	\$ 1,000,000
							Emp Ben.	\$ 1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			CU287994123	07/01/12	07/01/13	EACH OCCURRENCE	\$ 4,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$ 4,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N/A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

RE: Homecoming parade 9/21/12.

CERTIFICATE HOLDER**CANCELLATION**

HAILEYC City of Hailey Fax: 208-788-9873 115 Main St South, Ste H Hailey, ID 83333	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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