

AGENDA ITEM SUMMARY

DATE: 12/12/2011 DEPARTMENT: Administration DEPT. HEAD SIGNATURE: \_\_\_\_\_ HD

SUBJECT:

Motion to approve Resolution 2011-31, authorizing the city to revise the Joint Powers Agreement for the Idaho Independent Intergovernmental Authority.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The City of Hailey entered into the Idaho Independent Intergovernmental Authority (III-A), a Joint Powers Agreement (JPA) between 36 governmental agencies, on August 8, 2011. Since then the III-A has been working with the Idaho Department of Insurance toward acceptance of the entity. The State asked for a revision to the Joint Powers Agreement.

Attached you will find the amended III-A Joint Powers Agreement. In regard to the membership, there are no material changes to the document. However, the Idaho Department of Insurance requested that we merge the JPA with the Declaration of Trust; so there were some changes to terminology and the trustees' legal duties were added to the document. Thus, you will see that the Board of Directors of the III-A has been labeled as a Board of Trustees. Functionally, everything remains the same. If there are any questions regarding the amended JPA, please don't hesitate to contact III-A attorney, Stephanie Bonney, (208) 331-1800.

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:

The city stands to hold its health insurance premium to 2011 levels if the III-A is successful in launching its self-insurance efforts (with reinsurance stop-loss) in early 2012. Future years are projected to generate premium increases through III-A far less expensive (4%-14%) compared to the Blue Cross premium increases currently faced by the city (14%-30%).

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 type="checkbox"/> Police              | _____                                       |
| <input type="checkbox"/> Engineer           | <input type="checkbox"/> Public Works, Parks | _____                                       |
| <input type="checkbox"/> Fire Dept.         | <input type="checkbox"/> P & Z Commission    | _____                                       |

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2011-\_\_\_\_, authorizing the city to revise the Joint Powers Agreement for the Idaho Independent Intergovernmental Authority.

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

ACTION OF THE CITY COUNCIL:

Date \_\_\_\_\_

FOLLOW-UP

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

**CITY OF HAILEY  
RESOLUTION NO. 2011-54**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY TO REVISE  
THE JOINT POWERS AGREEMENT FOR THE IDAHO INTERGOVERNMENTAL  
AUTHORITY**

WHEREAS, the City of Hailey desires to revise the Joint Powers Agreement for the Idaho Intergovernmental authority.

WHEREAS, the City of Hailey and the Idaho Intergovernmental authority 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 revised Declaration of Trust with the Idaho Interdepartmental Authority.

Passed this 12th day of December, 2011

City of Hailey

\_\_\_\_\_  
Richard L. Davis, Mayor

ATTEST:

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

**JOINT POWERS AGREEMENT and**

**DECLARATION OF TRUST**

**Idaho Independent Intergovernmental Authority**

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This AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2011, for the purpose of facilitating the collective participation and negotiation of its members of health benefits coverage with vendors doing business in Idaho or through health benefit pooling.

**I. RECITALS**

WHEREAS, public entities are authorized to provide their officers and employees with health care benefits; and

WHEREAS, the undersigned, hereinafter designated as a “Member”, is authorized by Idaho Code Section §67-2326 *et seq.* to enter into agreements with one or more public entities for the purpose of jointly exercising any power common to said public entities; and

WHEREAS, the Member, is authorized by Idaho Code Section §41-4101 *et seq.* To provide for joint public agency self-funded health care programs; and

WHEREAS, the Member has been duly authorized by its respective governing body to enter into this Agreement with the Idaho Independent Intergovernmental Authority; and

WHEREAS, it is the intention of the Members to create an irrevocable trust fund for the purpose of funding health benefits for the benefit of the Members’ employees pursuant to a joint public agency self-funded health care program.

NOW, THEREFORE, BE IT AGREED BY AND BETWEEN the parties hereto as follows:

**II. DEFINITIONS**

“III-A” - The Idaho Independent Intergovernmental Authority, established pursuant to

the statutes of this state by Joint Powers Agreements.

“III-A Plan” or “Plan” - The Idaho Independent Intergovernmental Authority Medical Plan, established pursuant to the statutes of this state.

“Board” - The Board of Trustees of the III-A Plan which shall serve as Trustees as required by Idaho Code, Title 41, Chapter 41.

“Members” - The political subdivisions, as defined in Idaho Code § 6-902(2), which qualify and agree to the terms of this Joint Powers Agreement or any subsequent amendment thereto.

“Joint Powers Agreement” or “Trust Agreement” - means and refers to this Agreement and Declaration of Trust wherein political subdivisions agree to participate in the offers of the III-A Plan as set forth by the Board, and any subsequent modifications or amendments thereto.

“Authority” means and refers to the Idaho Independent Intergovernmental Authority (also known as the III-A), a joint public agency self-funded health care plan operating pursuant to Idaho Code §§67-2326 *et seq.* and Chapter 41, Title 41, Idaho Code.

“Trustees” means and refers to the Trustees and their successors provided for in this Agreement.

“Self-funded Plan” or “Plan” means the joint public agency plan established by the Joint Powers Agreement and documents relating thereto, and under which payment for medical, surgical, hospital, and other services for prevention, diagnosis, or treatment of any disease, injury, or bodily condition of an employee is, or is to be, regularly provided for or promised from funds created or maintained in whole or in part by contributions or payments thereto by a public agency employer, or by a public agency employer and the employees of the public agency, and not otherwise covered by insurance or contract with a health care service corporation, health

maintenance organization, or similar other third party prepayment plan.

“Employee” means and refers to all persons who are eligible, full-time employees of Members except elected officials and individuals who provide proof of other medical, dental or vision benefit coverage under a policy on which the coverage is primary for the employee seeking to waive coverage and would remain primary whether or not the employee is covered by the Plan. The term “Employee” also includes retirees of Members, provided that such participation complies with Idaho law and provided that there has been no lapse in coverage between active status and retired status.

“Contract Administrator” or “Third Party Administrator (TPA)” refers to the entity designated by the Trustees to administer the Plan. Such Administrator is a fiduciary agent of the Trustees.

“Fund” means and refers to the Trust Fund created by this instrument, and shall mean generally the monies, property, contracts or things of value, tangible or intangible, received and held by the Trustees for the uses, purposes and Trust set forth herein, and those things of value which comprise the corpus and additions to the Fund. The Fund is an irrevocable trust fund, which means the Member does not retain any power to alter, amend, revoke or terminate the transfer of funds held in the Trust Fund. Funds in the Trust Fund are fiduciary funds.

“Member” means and refers to each public agency, as defined in Idaho Code §§67-2327 and 41-4102(9), that is a party to the Joint Powers Agreement.

“Member Contributions” means contributions made by each Member entity to the Fund for the Plan.

“Employee Contribution” means the contributions made by the Employees of the Members to said Fund.

“Plan Document” means the Joint Powers Agreement, any medical agreement, the administrative services agreement, or any other agreement entered into by the Board of Trustees, and the summary plan description, schedule(s) of benefits, and/or any other documents, brochures, pamphlets, working rules, policies, or any and all other documents produced in furtherance of the Plan.

“Executive Officer” means the individual that is the chief administrative official of the Member and has the power to hire and fire employees.

### **III. PARTIES**

The parties to this Agreement shall be those public agencies which qualify and agree to the terms of this Joint Powers Agreement or any subsequent amendment thereto.

### **IV. PURPOSE AND COMMON POWER**

The purpose sought to be achieved by the parties to this Agreement is the joint exercise of the powers conferred by Idaho Code Section §67-2326 *et seq.* and Idaho Code Section §41-4101 *et seq.* to provide officers and employees of Members with benefits in the most cost-effective manner possible while emphasizing quality, price stability and financial solvency. The Members will seek to accomplish this purpose through health benefit pooling, as authorized by Idaho Code Section §41-4101 *et seq.*

It is the intent of the Members of the III-A Plan to create an entity with unlimited duration which will administer a self-funded health care plan and use funds contributed by the Members to provide health care benefits to employees of the Member entities and their dependents, in accordance with this Agreement. It is also the intent of the Members to have the III-A Plan provide continuing stability and availability of needed coverages at reasonable costs. All income and assets of the III-A Plan shall be at all times held in Trust and dedicated to the

benefit of its Members.

**V. IDAHO INDEPENDENT INTERGOVERNMENTAL AUTHORITY**

By this Agreement there is created the Idaho Independent Intergovernmental Authority (hereinafter "Authority"), a separate public agency formed to carry out the purposes set forth above. The debts, liabilities and obligations of the Authority shall not be debts, liabilities or obligations of the respective parties hereto except as otherwise provided in this Agreement.

Participation in the III-A Plan shall be comprised of those political entities which have entered into this Agreement or any subsequent amendment to this Agreement by and through an individual duly authorized to execute this Agreement, and who have agreed to tender the appropriate contributions. Members agree to the admission of future Members in accordance with provisions of a Joint Powers Agreement and acknowledge that they have no right to object to the addition of such Members provided they are admitted in accordance with the terms hereof. This Agreement shall be automatically renewed, annually or periodically, consistent with Board established policy terms, unless the provision for withdrawal, expulsion or termination are applied in compliance with the terms of this Agreement or adopted Board policy.

**VI. NON-WAIVER**

The Members of the III-A, by participation in this program, do not waive any immunities or limitations of liability provided to political subdivisions or their employees by law of the state of Idaho or the United States; provided however, this paragraph or any other terms as stated in this Joint Powers Agreement does not abrogate or waive in any way whatsoever the standards of conduct as to fiduciary responsibilities of the trustees either individually or collectively as the Board of Trustees as required under titles 41 and 68, Idaho Code or other applicable law.

## **VII. IRREVOCABLE TRUST FUND**

Financial operations of the III-A are committed to the sound discretion of the Board of Trustees with the primary intent being the long term solvency of the program through the use of an irrevocable trust; said Trust Fund shall be actuarially sound, that its assets and income must be adequate under reasonable estimates for payment of all benefits promised to beneficiaries of the Plan. Contributions from Members shall be determined by the Board, considering, among other factors, risk exposure as determined by actuarial information, loss experience, net operating expenditures, costs of administering claims, and other appropriate or necessary costs.

The Fund is an irrevocable trust fund, which means the Member does not retain any power to alter, amend, revoke or terminate the transfer of funds held in the Trust Fund. Funds in the Trust Fund are fiduciary funds.

The III-A Joint Powers Agreement establishes an Irrevocable Trust Fund which shall consist of funds the Board deems reasonably sufficient to annually produce the sum of money necessary to fund the current year benefit claims and claims expenses, provide for any stop loss insurance, excess insurance requirements, provide for fidelity bonds, other operating expenses, plus funds necessary to meet the III-A Plan's obligation to satisfy the requirements of any regulatory authority. The Trust Fund shall be legally liable for payment of all applicable benefits stated in the statement or schedule of benefits in effect at the time a claim there under arises.

The name of this Trust is and shall be the "III-A Trust" and shall in all respects be governed by the laws of the State of Idaho and administered to accomplish the purposes expressly, and by necessary implication, contained herein.

The express purpose and primary objectives of the Trust are:

- a. To establish and maintain a program of providing and maintaining health

benefits for Employees of Members;

- b. To pay for costs of wellness programs designed to improve the health of employees;
- c. To pay for costs of administration and related expenses through self-funded programs;
- e. To reimburse the Trustees for any other expenses necessarily or properly incurred by them in the performance of their duties under this Trust Agreement; and
- f. To empower the Trustees to enter into contracts and provide such benefits through self-funding, and to place into effect and maintain the desirable Schedule of Benefits.

The foregoing expressions of purpose are not exhaustive and, in addition to other related objectives reasonably inferred from that list, that the Trust shall have such other objectives as may be lawful under Idaho law.

#### **VIII. MEMBERSHIP DELEGATION**

Each Member may appoint a delegate to represent it at the annual meeting of the Membership delegation. At this meeting, the Board shall report to the delegation and the delegation shall elect the Board of Trustees as provided herein. Each Member to this agreement may change its delegate at any time provided that the Member gives the chairperson of the Authority's Board of Trustees written notice of the change prior to the first meeting at which each new delegate attends for the purpose of representing the Member. Each delegate is entitled to cast one vote on each action item at any duly constituted meeting of the delegation at which he or she is present.

A quorum shall consist of the presence of delegates representing fifteen percent of the Members, provided that a minimum of ten delegates must be present for the transaction of Authority business at a meeting of the delegation. However, in the event that there are less than twenty Members of the Authority, a quorum shall consist of the presence of delegates representing twenty-five percent of the Members, provided that a minimum of two delegates must be present for the transaction of Authority business at a meeting of the delegation. A vote of a majority of the Members present at any such annual meeting shall be sufficient to approve an action of the Membership Delegation.

**IX. Board of Trustees of the Authority**

This agreement shall be administered and contracts with vendors shall be executed by the Authority's Board of Trustees, hereinafter referred to as the "Board." The Membership of the Board of Trustees shall be as follows: the Board of Trustees shall consist of no more than eleven Members. Five Trustees shall be chosen based on the number of employees eligible for enrollment in the Authority's medical program for each Member. The five Members having the highest number of such eligible employees shall have a Trustee on the Board of Trustees. The Member shall submit the name of the prospective Trustee to the Membership at the annual meeting for ratification by a majority of the Members present at such annual meeting.

For the first two years following the formation of the Authority, the City of Ketchum shall be entitled to have a Trustee on the Board of Trustees. If the City of Ketchum qualifies for a Trustee position based on the number of employees, its Trustee position for the first two years shall be one of the five dedicated seats based on the number of employees. Otherwise its Trustee position shall be a member at large.

Ninety days prior to the annual meeting of the Members, the Board shall verify the

number of eligible employees for each Member in order to determine the five Members that are entitled to a Trustee on the Board of Trustees. Such Trustees shall hold seats numbered one through five on the Board of Trustees.

Five additional Trustees shall be elected from the delegation, provided that no Member shall have more than one Trustee on the Board of Trustees. The Board of Trustees shall appoint one additional Trustee. Such elected and appointed Trustees shall hold seats numbered six through eleven on the Board of Trustees.

Positions six through eleven on the Board of Trustees shall be staggered after the first term, which shall be for a period of one year. The Board of Trustees shall determine the length of the second term for positions six through eleven in order to stagger the terms. Thereafter, terms for positions numbered six through eleven shall be for a term of three years, and shall be staggered so that not more than two terms expire each year.

In the event that a trustee on the Board of Trustees resigns his position or is no longer able to serve, the Board shall appoint a delegate to fill the vacancy for the remainder of the term.

The executive officer of a Member cannot serve as a Trustee on the Board of Trustees. If a Trustee eventually holds an executive office, such Trustee shall be replaced with another representative of the Member.

**X. Meetings of the Membership delegation and Board of Trustees**

There shall be an annual meeting of the Membership delegation. The Board of Trustees shall meet at least once each quarter. Minutes shall be kept of all Board and delegation meetings by the secretary of the Board. A simple majority of the Board shall constitute a quorum for the transaction of business. Each delegate shall have one (1) vote at delegation meetings and each Trustee shall have one (1) vote at Trustee meetings. Delegates and Trustees must be present at

the meeting to vote.

All meetings of the delegation and the Board shall be subject to the Idaho open meetings act (Idaho code section §67-2340 *et seq.*). The Board shall adopt rules and regulations for conducting delegation and Board meetings in conformity with the law.

#### **XI. Officers of the Board**

The officers of the Board of Trustees shall consist of the chair, vice-chair and secretary.

The chair shall be responsible for developing meeting agendas and conducting meetings. The chair shall be authorized to make administrative decisions on behalf of the Authority subject to Board policies.

The vice-chair shall fulfill the chair's duties in his or her absence.

The secretary shall cause minutes of all meetings to be kept and shall, upon request, cause a copy of the minutes to be forwarded to any Member of the Authority. The secretary shall fulfill the duties of the chair and vice-chair in their absence.

For the first two years following the formation of the Authority, the City of Ketchum's Trustee shall be entitled to hold the position of chair.

#### **XII. POWERS AND DUTIES OF AUTHORITY BOARD OF TRUSTEES**

**A. Powers and Duties.** The Trustees shall have all powers with regard to trust property granted by Idaho law on the date hereof, and, in addition, shall have the following specific powers:

- a. To hold, manage, care for and keep the Fund and collect the income and increments thereof, and keep and maintain adequate and proper records to render an annual audit, accounting and reports as hereinafter mentioned;
- b. To employ or hire such agents, attorneys, accountants, actuaries,

employees or other persons, and may lease premises and equipment, as may be necessary or desirable in administering the Fund and carrying out its purposes. The necessary and reasonable fees, salaries, wages, emoluments or compensation of any and all such persons shall be paid from the Fund;

c. To sell, convey, transfer, pledge, lease or otherwise dispose of the same without the approval of any court and without any notice to Members or Employees and without obligation upon any person dealing with the Trustees to be responsible for the application of any money or other property delivered to them, to the extent permitted by Idaho law (or Title 41, Chapter 41, Idaho Code);

d. To pay any and all taxes of whatsoever nature the Fund is or may be obligated to pay, and incur any expenses for supplies, rental of space, or other items or anything else believed to be necessary or desirable in administering the Fund and carrying out the objects and purposes of this Trust;

e. To borrow money for the purposes of the Trust and to give security therefor;

f. To exchange property or securities for other property or securities;

g. To vote, either in person or by proxy, any shares of stock held as part of the assets of the Trust;

h. To collect the principal or income of the Trust as the same shall become due and payable, and, if necessary, to take such legal proceedings as it may deem advisable in the best interests of the Trust to collect any sum of money due to the Trust. The Trustees shall be under no obligation to commence suit unless they shall first have been indemnified by the Members with respect to expenses or losses to which the Trust

may be subjected through taking such action;

i. To have all right, power and authority to do all those things which, in the opinion of the Trustees may be necessary or desirable for the administration and operation of and accomplishments of the objects and purposes of the Fund and this Trust and Trust Agreement in compliance with title 41, chapter 41, Idaho Code.

**B. Authority of Trustees.**

a. The Trustees, in carrying out the purposes of this Trust Agreement, shall have the power and the right to provide the intended benefits under this Trust by means of self-funding by the Trust.

b. Except as limited by law, a majority of the Trustees may in writing designate one or more of the Trustees or another individual to act on behalf of all the Trustees. A third party dealing with the Trustees may conclusively presume that any exercise of power within the scope of a written designation is authorized by the Trustees and is in accordance with the terms of this Agreement. In the absence of such written designation, any action approved by a majority of the Trustees shall be conclusively binding.

c. The Trustees may, subject to their discretion and the continuing right to change, obtain for the beneficiaries of the Trust, the forms of employee benefits.

d. All member and employee contributions must be deposited by the Trustees in the name of the Trust. All corpus or portions of the Fund not expended may be deposited by the Trustees in the name of the Trust in such depository or depositories or investments as the Trustees shall from time to time select, as authorized in writing, and any such deposit or deposits should carry or bear interest. The Trustees are empowered to receive for the benefit of the Trust Fund such interest as might accrue on the above deposits. If not so deposited, any accumulated

funds not currently required for the purposes of this Trust shall be invested by the Trustees in reasonably secure, reasonably liquid investments permitted for investment of such funds pursuant to Idaho law

e. The Trustees may invest reserves required by Idaho Code §41-4110 and other funds available for the purposes of the Trust in investments authorized by Idaho Code §41-4109. All such investments shall be made and held in the name of the Trust Fund, and the interest and yield thereon shall inure to the account of the Trust Fund. No investment shall be made unless authorized in writing by the Trustees and so shown in the records of the Trust Fund. Any Trustee or other person who authorizes any investment of Trust Fund moneys in violation of Section 41-4109, Idaho Code, shall, in addition to other penalties provided under Idaho law, be liable for all loss suffered by the Trust Fund on account of the investment. No investment made in violation of Section 41-4109, Idaho Code, shall constitute an "asset" in any determination of the financial condition of the Trust Fund.

f. The Trustees shall not receive compensation for their services rendered. The Trustees shall receive reimbursement for actual reasonable expenses incurred.

g. All checks, drafts, vouchers, or other withdrawals from the Fund or depositories or investments shall first be authorized by the Trustees and then signed by appropriate signators as determined by the Trust, except that checks for claims payment and authorized expenses may be signed by an authorized representative of the Contract Administrator responsible for administering the self-funded benefits.

h. In the event there shall be any disagreement between the Trustees and the Contract Administrator over exercise of powers granted herein, the Trustees shall prevail, and the service organization shall have no liability to any person with respect to such act or omission

in the event it shall give notice in writing of its dissent from such act to each Trustee and to each Member.

i. The benefits to be provided hereunder shall be set forth in an Employee Booklet that shall be provided to each employee-beneficiary of the Plan clearly stating all benefits currently allowable under the Plan, together with all applicable restrictions, limitations, and exclusions, and the procedure for filing a claim of benefits.

j. The accounting year of the Fund shall be on a fiscal year basis, commencing on the first day of October of each year, and ending on the last day of September of the following year, provided that the first fiscal year of the Fund shall begin on the date of registration with the State of Idaho and end on the last day of September, 2012. Any report required by law, city, county, State or federal, or the respective subdivisions thereof, shall be made by the Trustees. The Trustees shall have an annual audit and accounting of the Trust Fund by an independent Certified Public Accountant in accordance with generally accepted accounting practices, at the end of each fiscal year. The CPA shall certify to the accuracy of his audit and accounting. A statement of the results of each audit shall be available for inspection by authorized persons at the Principal Office of the Trust for a period of not less than five (5) years. Copies of the audit and generalized statements of the accounting and reports shall be delivered to each Trustee and each Member after each audit or at other times when necessary. In addition to the audit required by this Section, the Trustees shall promptly make the books, records and accounts of the Plan and Trust Fund available to the Director of the Idaho Department of Insurance, and do all other things necessary to comply with the examination requirements of Idaho Code §41-4113.

k. On an annual basis the Trustees shall contract for an actuarial study of all self-

funded programs to establish reserve levels, set appropriate funding and contribution rates and ensure compliance with state and federal laws and regulations. The Trustees shall also contract with an actuary to ensure accurate quarterly reports, which shall be submitted to the Department of Insurance.

l. The Trustees shall have the power to adopt rules and regulations for the administration of the Fund and/or Trust, which shall be consistent with the covenants, terms, conditions, obligations and duties as set forth in this Trust Agreement, and such rules and regulations shall be binding upon all persons dealing with the Fund and upon any and all persons claiming any benefits hereunder. Provided such rules and regulations shall not conflict with any provision of this Agreement.

m. The Trustees shall procure dishonesty insurance policies or surety bonds for the Trust and persons authorized to receive, handle, deal with or draw upon the monies in the Fund for any purpose whatsoever, said bonds to be in such reasonable amount to reasonably aid in reimbursing bondable loss of money, and in the event shall meet the requirements as may be required, from time to time, by applicable United States or Idaho law, including Idaho Code §41-4114(3). Such bonds are to be obtained from a reputable fidelity or surety company or companies as the Trustees shall determine. Any such bonds or policies shall only be cancelled upon giving no less than thirty (30) days' written notice to the Trustees and to the Director of the Idaho Department of Insurance. The cost of the premiums on such bonds shall be paid out of the corpus or income of the Fund.

n. The Trustees shall be required to execute annual conflict of interest disclosure statements, consistent with the requirements of Idaho Code §§41-223(1), 41-4115, and Title 68, Idaho Code. The Trustees shall also require its Contract Administrator, and other consultants to

execute conflict of interest disclosure statements.

## **XII. FUNDS OF THE AUTHORITY**

### **A. ESTABLISHMENT OF AUTHORITY FUNDS**

The Board shall establish an irrevocable trust fund for the purpose of receipt of contributions, making claim payments, payment of stop loss premiums to insurers contracting with the Authority and administrative expenses under the Authority's self-funded program(s). Revolving bank accounts may be established to facilitate payment of claims provided such accounts are established as irrevocable trust funds. Deposits to and withdrawals from these funds shall be made as provided herein. All money acquired by or belonging to the Authority shall be kept in said irrevocable trust funds and all funds of the Authority are fiduciary funds. Books and records of the Authority shall be open for inspection at all reasonable times. All records are public information and will be available upon request.

### **B. ANNUAL CONTRIBUTIONS**

For each fiscal year commencing October 1, and ending September 30, each member to this Agreement shall contribute to the Authority an amount equal to the total estimated annual cost of its participation in the self-funded program of the Authority as calculated by the Board, paid in advance to the Authority in monthly installments based upon the number of employees enrolled in each program. All contributions shall be payable to the name of the Trust, and shall be paid in the manner and form determined by the Trustees. Contributions shall be deposited and disbursed from a trust fund created and existing under this Agreement between the Member and Board of Trustees. The purpose of this trust is to provide for the pooling of contributions for health care costs as described in Title 41, Chapter 41 of the Idaho Code. If employees are required to pay for any portion of the contribution, such payment shall be by regular periodic

payroll deductions and shall be paid by the Member to the Trust Fund on a monthly basis, except as to contributions made by an employee during his absence from employment for such period as the Plan may reasonably provide.

Subject to the provisions providing for termination of this Agreement, all Contributions to the Trust shall be irrevocable, and under no circumstances shall any monies properly paid into the Trust, or any part of the Trust, be recoverable by or payable to the Members or any Employee, nor shall any of the same be used for or diverted to purposes other than for the exclusive program of benefits for Employees and beneficiaries provided hereunder.

The Trustees shall arrange for the disbursement of benefits under the Plan through a Contract Administrator appointed by the Trustees.

Prior to payment to an Employee or his beneficiary, all assets of the Trust shall be owned by the Trust and shall not be liable in any way for any debt or obligation of any Employee or any Member. To the extent permitted by law, all Trust benefits shall be exempt from attachment, garnishment, levy of execution, bankruptcy proceedings, or other legal process at any time subject to the Trustee's possession and control; but in any event such assets shall be subject to such process only to the extent of such Employee's benefits hereunder as they fall due.

No Employee or other beneficiary shall have any right or claim to benefits under the Plan except as specified in the self-funded benefits procured or entered into pursuant to this Agreement. Any dispute as to eligibility, type, amount, time or duration of benefits provided by the Fund as self-funded, shall be decided by the Trustees, subject to the Employee's right to external review as provided in Idaho Code, Title 41, Chapter 59.

#### C. ADJUSTMENT OF CONTRIBUTIONS

During the course of each fiscal year covered by this Agreement, the Board shall review

and determine whether contribution rates should be adjusted to reflect substantial changes in anticipated costs or other unforeseen events occurring after the commencement of the fiscal year. In the event the Board determines that an immediate change in contribution rates is required, the Board shall provide at least sixty days notice to Members before such change in contribution rate is effected.

D. CONTRIBUTIONS FOR FUTURE YEARS

For each fiscal year, the Board shall transmit to each party by no later than sixty days preceding the commencement of the new fiscal year the Member's contribution rates for such year. The contribution rates so projected shall constitute the limit of each party's annual liability for costs unless subsequently adjusted by the Board of Trustees as herein provided.

E. CONTRACT ADMINISTRATOR

1. The Board may appoint a Contract Administrator of the Authority.

(a) All checks, drafts, vouchers, or other withdrawals from the Fund or depositories or investments shall first be authorized by the Trustees and then signed by appropriate signators as determined by the Trust, except that checks for claims payment under the self-funded benefit provisions of this Trust or checks for Board authorized expenses may be signed by an authorized representative of the Contract Administrator responsible for administering the self-funded benefits.

(b) In the event there shall be any disagreement between the Trustees and the Contract Administrator over exercise of powers granted herein, the Trustees shall prevail, and the service organization shall have no liability to any person with respect to such act or omission in the event

it shall give notice in writing of its dissent from such act to each Trustee and to each Member.

(c) A separate fidelity bond shall be required for the Contract Administrator pursuant to Chapter 9, Title 41, Idaho Code.

(d) The Contract Administrator shall be a fiduciary agent of the Board of Trustees and the Trust.

### **XIII. LIABILITY OF BOARD**

The Trustees of the III-A owe a duty to the beneficiaries of the Trust to comply with prudent investor rule set forth in Title 68, Chapter 5 of Idaho Code. Trustees shall invest and manage trust assets as a prudent investor would and Trustees must make reasonable efforts to verify facts relevant to the investment and management of trust assets. Provided Trustees comply with their fiduciary duties, they shall not be liable for any mistake of judgment or other action made, taken or omitted by them in good faith; nor for any action taken or omitted by any agent, employee or independent contractor selected with reasonable care, except with regard to liability as stated in Idaho Code §41-4109(5) or other violations of title 41, chapter 41, Idaho Code. No Trustee shall be liable for any action taken or omitted by any other Trustee. The assets of the III-A shall be used to defend and indemnify any Trustee, officer, or employee for actions by such person in good faith within the scope of his or her Authority for the III-A as public officials in the state of Idaho.

### **XIV. ELIGIBILITY FOR MEMBERSHIP**

Any "public agency" as defined in Idaho Code Section §41-4102(9) (hereinafter "entity/agency"), may be eligible for participation in the health care benefit programs established pursuant to this Agreement if, and only if, such public entity/agency satisfies all of the following

requirements:

A. The public entity/agency must be located within the State of Idaho.

B. The public entity/agency cannot be an agency of the state government.

C. Written application for admission to the program must be filed with the Board by no less than sixty (60) days prior to the effective date of membership.

D. The application must be accompanied by a formal resolution of the governing body of such public entity/agency authorizing the inclusion of the entity/agency into this program. As the Board deems appropriate, additional information may be required.

E. The application must thereafter be ratified by a majority of the entire membership of the Trustees of the Board. The decision of the Board shall be final.

F. Following the determination specified in paragraph E hereof, the Board shall notify the applying entity/agency of the anticipated total contributions computed for the first year's participation by the entity/agency, which total shall include an additional assessment, in an amount recommended by the Board, constituting the applying entity/agency's share of accumulated reserves. The notice shall also inform the applying entity/agency of the amount of its first monthly payment. The applying entity/agency shall be deemed to be admitted to the Authority upon deposit of its first monthly payment and this assessment.

F. All eligible, full-time employees of Members must participate in programs offered by the Authority except elected officials and individuals who provide proof of other medical, dental or vision benefit coverage under a policy on which the coverage is primary for the employee seeking to waive coverage and would remain primary whether or not the employee is covered by the Authority. Retirees of the Members may also participate in Authority programs provided such participation complies with Idaho law and provided that there has been

no lapse in coverage between active status and retired status.

**XV. WITHDRAWAL BY MEMBER**

**A. NOTIFICATION**

Any Member may elect to withdraw from Membership in the Authority and from participation in its programs effective September 30 of any year by giving written notice to the Authority by no later than July 1 of the same year. It shall be a condition precedent to the making of such an election that the Member has completed not less than three full fiscal years as a Member of the Authority immediately prior to the proposed effective date of its withdrawal. The notice of withdrawal shall consist of a resolution adopted by the governing body of the Member, expressly stating the party's intention to exercise its right hereunder to withdraw effective the next succeeding September 30.

A Member which withdraws without complying with the above paragraph will be subject to a penalty equal to the contributions paid or charged against the Member for the twelve (12) month period prior to the effective date of the Member's unauthorized withdrawal. The penalty shall be paid in full within ninety (90) days following the date of unauthorized withdrawal. In the event that such penalty is determined to be a violation of Article VIII, Section 3, of the Idaho Constitution, such penalty shall not be assessed.

**B. UNFUNDED LIABILITY**

The Member must pay in full the amount of its proportionate share of any cumulative unfunded liability as determined by the Board. The penalty shall be paid in full within ninety (90) days following the date of unauthorized withdrawal.

**C. RE-ADMISSION**

A Member which has withdrawn must be a non-Member for a period of two (2) complete

program years and must apply for membership pursuant to Section XIII.

#### **XVI. INVOLUNTARY TERMINATION OF MEMBER**

The Authority may, if it deems such action necessary to achieve the purposes stated hereinabove, elect to terminate any Member's participation under this Agreement without that Member's consent. The terminated Member shall have the financial responsibilities expressed in Article XVIII.B. Such action may only be taken upon an affirmative vote of two-thirds of all the Members of the Board of Trustees followed by ninety (90) days' written notice to the party of its involuntary termination.

#### **XVII. DISSOLUTION OF AUTHORITY**

The term of this agreement is intended to be perpetual. The Authority may elect at any time to terminate its joint activities carried on pursuant to this Agreement. Such election to terminate shall not be effective unless authorized by duly adopted action of each of the governing bodies of at least three-fourths of the current Members and by written request of the Board of Trustees to the Director of the Idaho Department of Insurance and entry of his order terminating said Plan and Trust Fund in accordance with Section 41-4118, Idaho Code, or its subsequent equivalent

In the event of termination of this Joint Powers Agreement such that the III-A is dissolved, all assets of said Plan and Trust Fund shall be liquidated, and such liquidation shall be conducted by the Board of Trustees under a plan of liquidation in writing filed with the Director of the Idaho Department of Insurance and approved by the Director in accordance with section 41-4119, Idaho Code, or its subsequent equivalent.

#### **XVIII. ACCESS TO EMPLOYEES**

Members agree to cooperate with the Authority and with consultants of the Authority in

coordinating access to Employees for the purpose of training, obtaining relevant information, completing required forms, etc. All necessary steps shall be taken to ensure that the Authority, its Trustees, and its consultants comply with HIPAA.

**XIX. STOP LOSS PROVISION**

An integral part of the Trust will be an aggregate stop loss and specific stop loss insurance. Stop loss coverage will be provided by an authorized carrier licensed to execute contracts in the State of Idaho, pursuant to the requirements of Idaho Code §41-4104.

**XX. SEVERABILITY**

In the event that any portion of this Agreement is hereafter found or declared to be void or otherwise rendered inoperative in any way, the remainder of this Agreement shall continue in full force and effect separate and apart from the portions so invalidated.

**XXI. AUTHORITY TO AMEND AGREEMENT**

The Board of Trustees shall have the authority to amend this Agreement by a three-fourths vote at a properly noticed meeting. In the event this Agreement is amended, the Authority shall first obtain authorization from the Department of Insurance.

**XXII. VENDOR-CARRIER SELECTION**

The selection of vendors and consultants for the Authority shall be at the sole discretion of the Board. Program offerings shall be at the sole discretion of the Board.

DATED: \_\_\_\_\_, 2011 ENT ITY NAME

BY \_\_\_\_\_

Title: \_\_\_\_\_

ACCEPTED FOR THE III-A PLAN

BY \_\_\_\_\_

Title \_\_\_\_\_

ACCEPTANCE

IN WITNESS WHEREOF, the undersigned Trustees hereby accept the foregoing Trust Agreement and Declaration of Trust, agree to be bound by the same, and have affixed their signatures as of the date indicated below.

TRUSTEES

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



**AGENDA ITEM SUMMARY**

**DATE:** 12/12/2011 **DEPARTMENT:** Finance **DEPT. HEAD SIGNATURE:** Mary Cone

---

**SUBJECT:**

Contract for Services for Independent Contractor to record and summarize meeting minutes for City Council and Planning and Zoning Commission Meetings.

---

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

---

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

For the past year an independent contractor has been hired to record and summarize meeting minutes. This arrangement has been mutually beneficial and we wish to extend this contract to another year – through December 2012

---

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS**

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

---

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

___ City Attorney	<u>X</u> City Clerk	___ Engineer	___ Building
___ Library	<u>X</u> Community Development	___ Fire Dept.	_____
<u>X</u> City Administrator	___ P & Z Commission	___ Police	_____
<u>X</u> Treasurer	___ Public Works, Parks	___ Mayor	_____

---

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Move to renew the professional services contract with Deb Gelet for another year to take minutes for the City of Hailey at \$20/hr..

---

**FOLLOW-UP REMARKS:**

\*

**CITY OF HAILEY  
RESOLUTION NO. 2011-55**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY TO SIGN A  
CONTINUED CONTRACT FOR INDEPENDENT CONTRACTOR TO RECORD AND  
SUMMARIZE MEETING MINUTES FOR CITY COUNCIL AND PLANNING AND  
ZONING COMMISSION MEETINGS.**

WHEREAS, the City of Hailey desires to continue services with an independent contractor to record and summarize meeting minutes for City Council and Planning and Zoning Commission Meetings.

WHEREAS, the City of Hailey and independent contractor, Deb 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 revised Declaration of Trust with the Idaho Interdepartmental Authority.

Passed this 12th day of December, 2011

City of Hailey

\_\_\_\_\_  
Richard L. Davis, Mayor

ATTEST:

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

# INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT ("Agreement") is made and entered into this 12th day of December, 2011, by and between the City of Hailey ("City") and Debra L. Gelet.

## RECITALS

A. City is a municipal corporation and political subdivision of the State of Idaho, and has authority to enter into a contract for services with Debra L. Gelet.

B. Debra L. Gelet is an individual doing business in Blaine County, Idaho and who wishes to contract with the City in a professional services capacity.

C. Subject to the terms and conditions set forth herein, the parties hereto are desirous of entering into an independent contractor agreement with Debra L. Gelet providing administrative support services for the City.

## AGREEMENT

In consideration of the mutual covenants and promises, which the parties set forth below, City and Debra L. Gelet agree as follows:

1. Work. City hereby engages Debra L. Gelet and Debra L. Gelet hereby accepts the engagement to perform the tasks described in paragraph 3 of this Agreement for City subject to the terms and conditions of this Agreement.

2. Term. This Agreement shall have a term of Twelve (12) consecutive months and shall commence on December 12, 2011, and terminate on December 31, 2012.

3. Duties.

3.1 General Duties of the Parties. Debra L. Gelet agrees as part of her duties under this Agreement to utilize her efforts, to faithfully perform her duties to the best of her ability, and to

perform the tasks requested by Hailey City Clerk, Mary Cone or her designated staff, Hailey Planning Director, Beth Robrahn, and Hailey City Administrator, Heather Dawson.

3.2 Specific Duties. Debra L. Gelet agrees as part of her duties under this Agreement that Debra L. Gelet shall set-up digital recording sessions for City Council and Planning and Zoning Commissions regular and specially held meetings, attend, record, summarize into writing, and edit the meeting minutes on behalf of the City.

4. Consideration. City agrees to pay Debra L. Gelet for the services described in paragraph 3 of this Agreement an hourly amount of twenty dollars (\$20) during the term of this Agreement. A monthly billing shall be due and payable in full by the 25th day of the subsequent month, detailing the number of hours for each meeting, and the dates upon which the work was performed. Debra L. Gelet shall be solely responsible for the payment of insurance required by law, such as worker's compensation or unemployment insurance. City is not responsible to provide Debra L. Gelet with any health insurance, life insurance, disability insurance, or other such fringe benefits, such as sick leave, vacation time or compensatory time. City is not responsible to withhold from Debra L. Gelet's compensation amounts for federal and state income tax, FICA or Medicare.

5. Termination.

5.1 Termination by City. The parties agree that this Agreement may be terminated by City without "cause" at any time upon thirty (30) days' notice to Debra L. Gelet.

5.2 Termination by Debra L. Gelet. The parties agree that this Agreement may be terminated by Debra L. Gelet without "cause" at any time upon thirty (30) days' notice to City.

6. Relationship. The parties agree that their relationship is an independent contractor relationship. The relationship between the parties hereto shall not be that of Employer and Employee.

7 Miscellaneous Provisions.

7.1 Notices. All notices and demands of any kind which either party hereto may be required or desires to serve upon the other party under the terms of this Agreement shall be in writing and shall be served upon such other party by personal service upon such other party, or by leaving a copy of such notice or demand at the address hereinafter set forth, whereupon service shall be deemed complete, or by mailing a copy thereof by certified or registered mail, airmail if the address is outside the state in which the same is mailed, postage prepaid, with return receipt requested, addressed as follows:

If to City:                   City Clerk  
                                  Hailey City Hall  
                                  115 Main Street South  
                                  Suite H  
                                  Hailey, Idaho 83333

If to Debra L. Gelet: Debra L. Gelet  
                                  PO Box 3672  
                                  Hailey, Idaho 83333

In case of service by mail, it shall be deemed complete on the day of actual delivery as shown on the addressee's registry of certification receipt or at the expiration of the third day after the date of mailing, whichever first occurs. The addresses to which notices and demands shall be delivered or sent may be changed from time to time by notice served as hereinabove provided by either party upon the other party.

7.2 Attorney Fees. If a dispute should arise between the parties regarding the interpretation, validity or enforcement of this Agreement, the prevailing party shall be entitled to recover from the other party its attorney's fees and costs incurred in such dispute, whether or not litigation is commenced, and on any appeals.

7.3 Successors and Assigns. This Agreement shall be binding and shall inure to the benefit of the parties hereto and their respective successors in interest.

7.4 Binding Effect. The rights and obligations of the parties hereunder shall enure to the benefit of and shall be binding upon their respective successors and legal representatives. If any provision of this agreement is judicially determined to be invalid or unenforceable, the remainder of the agreement shall, nonetheless, remain valid and enforceable.

7.5 Governing Law. This agreement shall be construed in accordance with the laws of the State of Idaho.

7.6 Entire Agreement. This agreement contains the entire agreement between City and Debra L. Gelet concerning independent contractor employment. It may not be changed orally but only by an agreement in writing signed by both parties. It is specifically understood that the parties may agree in the future to add an addendum or addenda to this Agreement whereby Debra L. Gelet would perform other specified tasks otherwise subject to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Independent Contract Agreement as of the 12th day of December, 2011.

“CITY”  
CITY OF HAILEY, a political subdivision  
of the State of Idaho

By \_\_\_\_\_  
Richard L Davis, its Mayor

“Debra L. Gelet”

\_\_\_\_\_  
Debra L. Gelet

**AGENDA ITEM SUMMARY**

DATE: 12/12/2011 DEPARTMENT: PW DEPT. HEAD SIGNATURE: 

**SUBJECT:** 2011 Tree City USA Application Approval

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

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

Annual recertification that the City of Hailey meets the Tree City USA standards.

**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 type="checkbox"/> Police                         | _____                                       |
| <input type="checkbox"/> Engineer           | <input checked="" type="checkbox"/> Public Works, Parks | _____                                       |
| <input type="checkbox"/> Fire Dept.         | <input type="checkbox"/> P & Z Commission               | _____                                       |

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Motion to approve the 2011 Tree City USA Application 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  
Copies (all info.): \_\_\_\_\_  
Instrument # \_\_\_\_\_

\*Additional/Exceptional Originals to: \_\_\_\_\_  
Copies (AIS only)

# Tree City USA



TREE CITY USA

## 2011 Application for Certification

The Tree City USA award is in recognition of work completed by the community during the 2011 calendar year.

### As Mayor or Equivalent of the Community of The City of Hailey

I herewith make application for this community to be officially certified/recertified as a Tree City USA for 2011, having achieved the standards set forth by the Arbor Day Foundation as noted below.

**Standard 1: A Tree Board or Department**

Bill Josey Tree Board Chairperson 208-788-1611 billjosey@me.com

**Standard 2: A Community Tree Ordinance**

Our community ordinance is on record

**Standard 3: A Community Forestry Program with an Annual Budget of at Least \$2 Per Capita**

Total Community Forestry Expenditures	\$16182.7
Community Population	7960
Per Capita Spending	\$2.03

**Standard 4: An Arbor Day Observance and Proclamation**

Official Arbor Day proclamation is on record

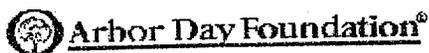
Mayor or Equivalent Signature	Title	Date
-------------------------------	-------	------

**Application Certification**  
To Be Completed By The State Forester:

**The City of Hailey**

The above named community has made formal application to this office. I am pleased to advise you that we reviewed the application and have concluded that, based on the information contained herein, said community is eligible to be certified as a Tree City USA community, for the 2011 calendar year, having in my opinion met the four standards required for recognition.

State Forester Signature	Title	Date
--------------------------	-------	------



**AGENDA ITEM SUMMARY**

DATE: 12/12/11 DEPARTMENT: PW DEPT. HEAD SIGNATURE: 

**SUBJECT:** Certification for the National Flood Insurance Program

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

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

The City of Hailey had the 5 year review of our Floodplain Insurance policies and activities on December 6, 2011. The attached form was requested at that meeting to be signed by the Mayor.

**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 type="checkbox"/> Police              | _____                                       |
| <input type="checkbox"/> Engineer           | <input type="checkbox"/> Public Works, Parks | _____                                       |
| <input type="checkbox"/> Fire Dept.         | <input type="checkbox"/> P & Z Commission    | _____                                       |

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Motion to ratify the Mayor's signature on Form 230 for the National Flood Insurance Program 5 year review.

**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  
Copies (all info.): \_\_\_\_\_  
Instrument # \_\_\_\_\_

\*Additional/Exceptional Originals to: \_\_\_\_\_  
Copies (AIS only)

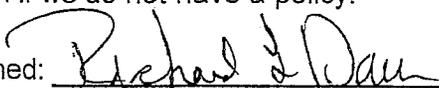
1. Community Name: Hailey State: ID BCEGS: 0/0  
NFIP Number: 160022 FIRM Effective Date: 04/17/1978  
Population: 8200 Current FIRM Date: 03/17/1997  
Modification/Cycle Date: 12/15/2006 County: Blaine

2. Chief Executive Officer: \_\_\_\_\_ CRS Coordinator: \_\_\_\_\_  
Name: The Honorable Rick Davis Jim Zarubica  
Title: Mayor Floodplain Administrator  
Address: 115 Main Street South 115 Main Street South  
Hailey, Idaho 83333 Hailey, Idaho 83333  
Coordinator's Telephone: (208) 788-9830 Ext. 17 Fax: (208) 788-2924  
Coordinator's e-mail: jim.zarubica@haileycityhall.org

3. I hereby certify that Hailey, ID is implementing the following activities (check the ones that apply). We are modifying or adding activities that have an "m" for modifying, "a" for addition, or "d" for dropping in the blank and have attached new Activity Worksheets and documentation. We will continue to implement these activities and will advise the Federal Emergency Management Agency if any of them are not being conducted in accordance with this certification. We will cooperate with the ISO/CRS Specialist verification visit and will submit the documentation and annual recertification needed to validate our program.

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> 310 Elevation Certificates       | <input checked="" type="checkbox"/> 440 Flood Data Maintenance       |
| <input checked="" type="checkbox"/> 320 Map Information Service      | <input checked="" type="checkbox"/> 450 Stormwater Management        |
| <input checked="" type="checkbox"/> 330 Outreach Projects            | <input checked="" type="checkbox"/> 500 Repetitive Loss Requirements |
| <input checked="" type="checkbox"/> 340 Hazard Disclosure            | <input type="checkbox"/> 510 Floodplain Management Planning          |
| <input checked="" type="checkbox"/> 350 Flood Protection Information | <input type="checkbox"/> 520 Acquisition and Relocation              |
| <input checked="" type="checkbox"/> 360 Flood Protection Assistance  | <input checked="" type="checkbox"/> 530 Flood Protection             |
| <input checked="" type="checkbox"/> 410 Additional Flood Data        | <input checked="" type="checkbox"/> 540 Drainage System Maintenance  |
| <input checked="" type="checkbox"/> 420 Open Space Preservation      | <input checked="" type="checkbox"/> 610 Flood Warning Program        |
| <input checked="" type="checkbox"/> 430 Higher Regulatory Standards  | <input type="checkbox"/> 620 Levee Safety                            |
| <input checked="" type="checkbox"/> 430LD Land Development Criteria  | <input checked="" type="checkbox"/> 630 Dam Safety                   |

4. I hereby certify that to the best of my knowledge and belief, we are maintaining in force all flood insurance policies that have been required of us as a condition of federal financial assistance for insurable buildings owned by us and located in the Special Flood Hazard Area shown on our Flood Insurance Rate Map. I further understand that disaster assistance for flooded public buildings in the Special Flood Hazard Area will be reduced by the amount of flood insurance available from the National Flood Insurance Program for the buildings, even if we do not have a policy.

5. Signed:  (Chief Executive Officer)

**AGENDA ITEM SUMMARY**

**DATE:** 12/07/11 **DEPARTMENT:** Finance & Records **DEPT. HEAD SIGNATURE:** \_\_\_\_\_

**SUBJECT:**

Taxi License Renewal

**AUTHORITY:**  ID Code \_\_\_\_\_  IAR \_\_\_\_\_  City Ordinance/Code 5.20  
(IF APPLICABLE)

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

Annual taxi business license renewals for Cornwell Limo and Miller's Limo.

Hailey Police Department has reviewed and approved both applications.

**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
_____ Library	_____ Planning	_____ Fire Dept.	_____
_____ Safety Committee	_____ P & Z Commission	_____ Police	_____
_____ Streets	_____ Public Works, Parks	_____ Mayor	_____

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Motion to approve Cornwell Limo and Miller's Limo to operate their Taxi Company's in the City of Hailey for calendar year 2012.

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



# AUTO TRANSPORTATION SERVICE BUSINESS LICENSE APPLICATION

## LICENSE FEES:

New or Renewal \$250.00  
(License application for full year Jan. 01 - Dec.31)

Fingerprint Processing \$34.00  
(If applicable)

TOTAL: \_\_\_\_\_

OFFICE USE ONLY	
NEW _____	RENEWAL _____
APPROVED <u>  <i>A</i>  </u>	DENIED <u>  <i>A</i>  </u>
POLICE CHECK _____	

EXPIRES ANNUALLY ON DECEMBER 31<sup>ST</sup>

Business Name: Miller's Limo LLC

Owner Driver's License Number Don FA 125076E Owner Date of Birth 12-27-53  
Ruth FA 124810H 12-20-53

Number of Vehicles Operated by Business 5

1. Have you within the last three (3) years: been convicted of, or received a withheld judgment, been placed on probation, forfeited a bond for failure to appear for any felony or misdemeanor charge, or have any outstanding warrants? Yes \_\_\_\_\_ No   *X*  

If yes, please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Have you had a similar license revoked, denied or suspended by this city or any other city of this state, or of the United States, within the past three (3) years? Yes \_\_\_\_\_ No   *X*  

If yes, please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## MILLER'S LIMO RATES

\*\*\*These prices are based from the Hailey airport per separate locations\*\*\*

\*Bellevue and Hailey \$15 1- 2 passengers/\$5 each additional passenger

The following rates are based on 1 passenger, \$5 each additional passenger

\*North of Hailey up to Eastfork Traffic Light \$20

\*Out Eastfork Rd., Greenhorn Gulch Rd. & Golden Eagle \$25

\*North of Eastfork to Sun Valley, Ketchum & Elkhorn \$28

\*Over Warm Springs Bridge to Gates Rd. \$28

\*North of Adams Gulch Rd to Hulen Meadows \$30

\*North of Hulen Meadows to Eagle Creek Rd. \$35

\*Eagle Creek to SNRA \$40

\*\*\*\*\*Before 6 a.m. and after 10 p.m. additional \$10\*\*\*\*\*

<p>**SUV/Driver for Weddings, Private Parties, Special Occasions \$60/hour**15 Passenger van/Driver \$90/hour (includes gratuity)</p>
---

\* Out of Town Trips: **\*\*PRICES INCLUDE DRIVER'S GRATUITY\*\***

**BOISE----**\$360 up to 6 people additional person /\$15 each

(when picking up passengers from late planes, a \$25/half hour wait time will be added)

**TWIN FALLS ----**\$240 up to 6 people/\$15 each additional person

(when picking up passengers from late planes, a \$25/half hour wait time will be added)

**Stanley----**\$210 up to 6 people/\$15 each additional person

(This is one way or round trip. If round trip, there is a \$50/hour wait time added)

**Call for any other quotes and reservations**

**(208) 720-3861, 720-9511**

**Any questions /comments call Friedman Airport @ 788-4956**

4/2011

## MILLER'S LIMO RATES

### **ATLANTIC AVIATION PRIVATE TRANSPORTATION TO THE SUN VALLEY AREA**

**\$45** 1-2 passengers/**\$10** each additional passenger

\*\*\*\*Wait time will be added when wheels down exceeds client's  
scheduled pick up time @ **\$60/hour\*\*\*\***

### **OUT OF TOWN TRIPS: *Driver's Gratuity Included***

**BOISE----**\$360 up to 6 people /**\$15** each additional passenger

**TWIN FALLS ----**\$240 up to 6 people/**\$15** each additional  
passenger \*Please note, Boise and Twin Falls Airport pick ups are subject  
to waiting time for delayed planes.

**STANLEY ----**\$210 up to 6 people/**\$15** each additional person  
(this is one way or round trip. If round trip, there is a **\$50/hour** wait time added)

**\*\*Driver/SUV available for \$60/hour for special occasions.  
Driver/15 passenger van for \$90/hour (includes gratuity)**

***Call for any other questions, quotes and reservations***

***@ 208-720-3861 or 720-9511***

**Any questions or comments about Miller's Limo, call Freidman  
Airport @ 788-4956 or Atlantic Aviation @ 788-9511**



# AUTO TRANSPORTATION SERVICE BUSINESS LICENSE APPLICATION

## LICENSE FEES:

New or Renewal \$250.00  
(License application for full year Jan. 01 - Dec.31)

Fingerprint Processing \$34.00  
(If applicable)

**TOTAL:** 250.00

OFFICE USE ONLY	
NEW <input type="checkbox"/>	RENEWAL <input checked="" type="checkbox"/>
APPROVED <input checked="" type="checkbox"/>	DENIED <input checked="" type="checkbox"/>
POLICE CHECK _____	

**EXPIRES ANNUALLY ON DECEMBER 31<sup>ST</sup>**

**Business Name:** CORNWELL Limo

**Owner Driver's License Number** FA126949K **Owner Date of Birth** 07/20/1965

**Number of Vehicles Operated by Business** 2

1. Have you within the last three (3) years: been convicted of, or received a withheld judgment, been placed on probation, forfeited a bond for failure to appear for any felony or misdemeanor charge, or have any outstanding warrants? Yes  No

If yes, please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Have you had a similar license revoked, denied or suspended by this city or any other city of this state, or of the United States, within the past three (3) years? Yes  No

If yes, please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

15/03/ Taxi Business License (10/21/03)

## CORNWELL LIMOUSINE SERVICE

### KETCHUM TO HAILEY

1. \$20.00 - 26
2. \$22.00 - 28
3. \$24.00 - 30
4. \$26.00 - 32
5. \$28.00 - 34

Each Additional \$2.00

WARMSPRINGS TO HULEN MEADOWS	\$12.00
KETCHUM TO WARMSPRINGS LIFT	\$10.00
SUN VALLEY TO WARMSPRINGS LIFT	\$10.00
KETCHUM TO ELKHORN	\$11.00
ELKHORN TO ADAMS GULCH	\$12.00
WARMSPRINGS TO ELKHORN	\$12.00
BELLEVUE, HAILEY, AND KETCHUM CORE	\$10.00
EACH ADDITIONAL	\$2.00

### FROM ALL POINTS BETWEEN KETCHUM AND DEER CREEK TO HAILEY AIRPORT

1. \$27.00
2. \$43.00
3. \$59.00
4. \$65.00
5. \$75.00

EACH ADDITIONAL \$10.00

<u>KETCHUM TO BELLEVUE</u>	\$27.00
EACH ADDITIONAL	\$5.00

### TO HAILEY AIRPORT FROM HAILEY AND BELLEVUE AREA

1. \$11.00

EACH ADDITIONAL \$5.00

<u>KETCHUM TO</u> NORTHFORK	\$17.00
EAGLE CREEK	\$16.00
GLASSFORD HEIGHTS	\$15.00
LAKE CREEK	\$14.00
MEADOWS TRAILER PARK	\$10.00
EAST FORK TO CANYON	\$17.00
NORTH CANYON - TRIUMPH	\$20.00
HIDDEN HOLLOWS	\$17.00
HEATHERLANDS/STAR W.	\$19.00
EACH ADDITIONAL	\$2.00

### HOURLY RATES

6 PASSENGER VAN \$65.00

15 PASSENGER VAN \$90.00

<u>BOISE</u>	\$250.00
<u>TWIN FALLS</u>	\$150.00
<u>GALENA</u>	\$60.00
<u>STANLEY</u>	\$120.00