

**AGENDA ITEM SUMMARY**

DATE: 3/4/13 DEPARTMENT: PW

DEPT. HEAD SIGNATURE: 

**SUBJECT:** Motion to approve 2013 Arbor Day Grant application for funds to purchase a tree for the Arborfest celebration and authorize the Mayor to sign

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

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

Along with the Arbor Day Proclamation this is an annual grant program from the Idaho Nursery and Landscape Association in cooperation with Idaho Department of Lands, Idaho Power, Avista and Rocky Mountain Power to provide \$300 towards Arbor Day celebrations.

**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:**

**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)

**CITY OF HAILEY**  
**RESOLUTION NO. 2013-10**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY**  
**AUTHORIZING THE EXECUTION OF A 2013 ARBOR DAY GRANT APPLICATION**

WHEREAS, the City of Hailey desires to apply for a 2013 Arbor Day Grant for funds to purchase a tree for the Arborfest celebration.

WHEREAS, the grant will provide \$300 towards the Arbor Day celebrations.

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

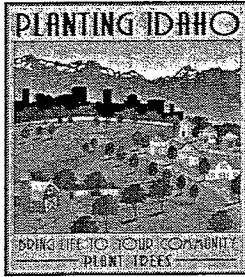
Passed this 4th day of March, 2013.

City of Hailey

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

ATTEST:

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



# 2013 Arbor Day Grant Program "PLANTING IDAHO"

## Application Form

Community Applying	City of Hailey				
Contact Person	Tom Hellen				
Position	Public Works Director				
Mailing Address	115 Main St S				
City	Hailey	State	ID	Zip	83333
Phone	208-788-9830 Ext 14		Fax	208-788-2924	
Email	tom.hellen@haileycityhall.org				



1. When is your community planning to celebrate Arbor Day?	<i>MAY 4, 2013</i>		
2. Arbor Day Event: Describe the Arbor Day Celebration your community is planning and how this grant will help your community's celebration.	<i>THE CITY OF HAILEY IS CONTINUING ITS ARBORFEST SPECIAL EVENT WHICH INCLUDES MUSIC, A MUD RUN, FREE SEEDLINGS AND A TREE PLANTING DEMONSTRATION. THIS GRANT WILL HELP PROVIDE TREES FOR PLANTING</i>		
3. Have you considered overhead utilities when selecting tree species for this site?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
Authorized Signature: I certify the celebration described in this application is approved and supported by my city government.			
Date	Authorized Signature	Title	



Return to: Idaho Nursery and Landscape Association  
 P. O. Box 2065, Idaho Falls, Idaho 83403  
 Or Fax to: 208-529-0832  
 Questions? Ann Bates - 1-800-462-4769, [abates@inlagrow.org](mailto:abates@inlagrow.org)  
 website: [inlagrow.org](http://inlagrow.org)

Note: Applications may be returned by mail, fax or email, but must be received in the INLA office no later than March 15, 2013. All applicants will be notified the week of March 25, 2013.

**IMPORTANT**  
 You **MUST** also submit a copy of your Arbor Day Proclamation signed by the Mayor with this application.

Idaho Nursery & Landscape Assoc.  
P. O. Box 2065  
Idaho Falls, Idaho 83403  
website: [www.inlagrow.org](http://www.inlagrow.org)

## 2013 Arbor Day Grant Program “PLANTING IDAHO”

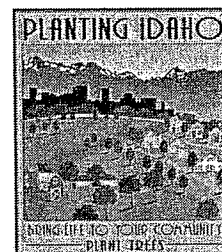
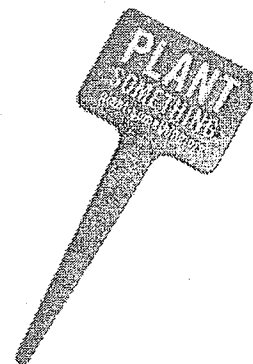
The Idaho Nursery and Landscape Association (INLA), in cooperation with the **Idaho Department of Lands (IDL)**, **Avista**, **Rocky Mountain Power**, and **Idaho Power**, is pleased to announce a program intended to help communities celebrate Arbor Day, plant appropriate trees for energy conservation and foster a stronger relationship between Idaho communities and the Green and Utility Industries. This year, 45 Arbor Day grants in the amount of \$300 will be awarded for “Planting Idaho”. Funding for this program is provided by the generous contributions of these Idaho utilities that have a large interest in healthy urban forests and having the **right tree planted in the right place**.

All Idaho communities are eligible to participate in the “Planting Idaho” program (unless they have received the grant previously in both 2011 and 2012). Grant funds can only be used for purchasing trees and shrubs and/or related planting and care materials for your community’s Arbor Day celebration. A lottery style drawing will be used to determine who receives each of the 45 available grants. **Applications, along with a signed Arbor Day proclamation, must be received by INLA no later than March 15<sup>th</sup>, 2013 to be considered.** Plant material must be purchased from an Idaho State Nursery & Floral license holder. A list of INLA members will be provided to the grantees so they may purchase quality plant material and receive reliable advice on selection, planting and care; thus ensuring a significant positive impact on Idaho’s environment.

This is a **reimbursement** grant. Therefore, after being chosen for this grant, an **accomplishment report will be required** and grantee communities must submit copies of paid invoices for plant materials, with check numbers, in the amount of at least \$300 to receive full payment of the grant. Additionally, a match of 25% (\$75) in cash or in-kind donation is required by the grantee.

Idaho joins most other states in celebrating Arbor Day on Friday, April 26, 2013. However, trees and planting conditions don’t honor calendars – your community may choose to celebrate Arbor Day on a different date.

Questions? Ann Bates – 1-208-681-4769 – [abates@inlagrow.org](mailto:abates@inlagrow.org)



AGENDA ITEM SUMMARY

DATE: March 4, 2013 DEPARTMENT: Finance DEPT. HEAD SIGNATURE: WP

SUBJECT: Amendment to Sub-award agreement with Mountain Rides. Res. #11

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The Agreement with Mountain Rides includes, but is not limited to, developing, purchasing and installing, and maintaining a bike share system in Hailey. The amendment (attached) primarily affects the subaward amount, transferring funds from the Environmental Resource Center's subaward budget for help with education and outreach, to Mountain Rides, so Mountain Rides can provide their own promotional activities. It also includes an additional budget increase of \$3,500 to purchase two more bikes, bike and bike rack signage, and spare parts. This amount is available from another EPA budget category that has remaining funds. These transfers have been pre-approved by the US EPA.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Case # \_\_\_\_\_  
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 checked="" type="checkbox"/> City Administrator | <input type="checkbox"/> Library             | <input type="checkbox"/> Safety Committee |
| <input checked="" 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 authorize the Mayor to sign the amendment.

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

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

**CITY OF HAILEY  
RESOLUTION NO. 11**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY  
AUTHORIZING THE FIRST AMENMENT TO HAILEY CLIMATE CHALLAENGE  
MOUNTAIN RIDES SUBAWARD AGREEMENT**

WHEREAS, the City of Hailey desires to enter into an agreement with Mountain Rides which will include but is not limited to developing, purchasing and installing and maintaining a bike share system in Hailey.

WHEREAS, the City of Hailey and Mountain Rides have agreed to the terms and conditions of the 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 First Amendment to Hailey Community Climate Challenge Mountain Rides Subaward Agreement between the City of Hailey and Mountain Rides and that the Mayor is authorized to execute the attached Agreement,

Passed this 4th day of March, 2013.

City of Hailey

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

ATTEST:

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

## First Amendment to Hailey Community Climate Challenge Mountain Rides Subaward Agreement

This First Amendment to Hailey Community Climate Challenge Mountain Rides Subaward Agreement (“**Amendment**”) is entered into this \_\_\_\_ day of March, 2013, by and between the City of Hailey, a municipal corporation (“**City**”) and Mountain Rides Transportation Authority, a joint powers authority (“**Mountain Rides**” or “**Subawardee**”).

### RECITALS

- A. The City is a municipal corporation duly organized and existing under the laws of the State of Idaho.
- B. Mountain Rides is a legal entity created pursuant to Idaho Code § 67-2328.
- C. On February 28, 2011, the City and Mountain Rides entered into the Hailey Community Climate Challenge Mountain Rides Subaward Agreement (“**Agreement**”).
- D. The City and Mountain Rides now desire to amend the Agreement as 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 the City and Mountain Rides agree to amend the Agreement, as follows:

- 1. Paragraph 4 of the Agreement is amended with the addition of the following underlined language and the deletion of the stricken language:

4. Payment Terms. Mountain Rides shall be reimbursed for allowable costs from the funds from the Grant in an amount not to exceed \$260,000.00. This amount shall be used for 18 Social Bicycles, to be used in Hailey and any of the following expenses that provide support to the bike share program:

- a. Spare parts.
- b. Bike racks.
- c. Development and installation of signage.
- d. Other equipment or materials that are deemed necessary to the success of the bike share program.

In addition, \$3,483 shall be used for various media ads and other marketing and outreach materials and expenses to successfully launch the program and recruit new bike share members/users. Invoices may be submitted monthly, as appropriate, along with supporting documentation of actual costs. Mountain Rides acknowledges that the City

has notified Mountain Rides that it may not receive any funds from the Grant unless Mountain Rides has provided the City its Data Universal Numbering System (DUNS) number. Mountain Rides' DUNS number is 020510860.

2. Paragraph 5 of the Agreement is amended with the addition of the following underlined language and the deletion of the stricken language:

5. In-Kind Donations. Mountain Rides shall provide the 18 bicycles, valued at a minimum of ~~\$8,000, for the bike share system,~~ and \$4,000 of in-kind labor for system implementation and management.

3. The remainder of the provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties, having been duly authorized, have hereunto caused this Amendment to be executed, on the day and year first above written, the same being done after public hearing, notice and statutory requirements having been fulfilled.

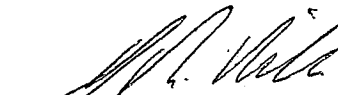
CITY OF HAILEY:

Attest:

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

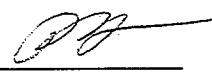
\_\_\_\_\_  
Mary Cone, City Clerk

MOUNTAIN RIDES TRANSPORTATION AUTHORITY

  
\_\_\_\_\_  
By: Jason Miller, Executive Director



**AGENDA ITEM SUMMARY**

DATE: 3/4/13 DEPARTMENT: PW - Streets DEPT. HEAD SIGNATURE: 

**SUBJECT:** Motion to approve the Memorandum of Understanding for Road Maintenance with Blaine County and authorize the mayor to sign.

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

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

Starting last year we began entering into MOUs with Blaine County to clarify the equal participation in each other's street maintenance projects. This MOU is essentially the same as last year's MOU with only the names of the streets receiving maintenance and dates changing. Blaine County Commissioners have approved this agreement.

**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:**

Approve the MOU.

**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)

**CITY OF HAILEY**  
**RESOLUTION NO. 12**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY  
AUTHORIZING THE MAYOR TO SIGN THE MEMORANDUM OF  
UNDERSTANDING FOR ROAD MAINTENANCE WITH BLAINE COUNTY.**

WHEREAS, the City of Hailey desires to enter into an agreement with Blaine County under which Blaine County will perform and be the essentially the same as last year's MOU with only the names of the streets receiving maintenance and dates changing.

WHEREAS, the City of Hailey and Blaine County have agreed to the terms and conditions of the Agreement for Professional 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 Memorandum of Understanding between the City of Hailey and Blaine County and that the Mayor is authorized to execute the attached Agreement,

Passed this 4<sup>th</sup> day of March 2013.

City of Hailey

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

ATTEST:

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

**MEMORANDUM OF UNDERSTANDING**  
**between**  
**BLAINE COUNTY, IDAHO**  
**And**  
**THE CITY OF HAILEY**  
**Cooperative Road Maintenance**

This Memorandum of Understanding ("MOU") for mutual road maintenance assistance is hereby entered into by and between Blaine County, Idaho, hereinafter referred to as the "County"; and the City of Hailey, hereinafter referred to as the "City". The City and County may hereinafter be collectively referred to as "Parties".

**1. PURPOSE:** The Parties have developed a mutually beneficial cooperative road maintenance plan between the period of July 8, 2013 and August 22, 2013. The City lacks the Street Department staff and equipment to chip seal City roads. The County lacks the Road and Bridge staff and equipment to remove excessive chips from the County roads after chip sealing activities. The purpose of this MOU is to provide guidelines for a collaborative work schedule between the County and the City that is equitable to all parties.

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

**County Responsibilities**

- Provide at no cost two (2) 12-ton dump trucks operated by two (2) County operators, for a period of four (4) days equaling ten (10) hours in duration totaling 80 hours of labor.
- Provide at no cost one (1) roller with one (1) operator for a period of four (4) days equaling ten (10) hours in duration, totaling 40 hours of labor.
- Provide at no cost one (1) chip spreader machine with two (2) operators for a period of four (4) days equaling ten (10) hours in duration, totaling 80 hours of labor.
- Provide at no cost one (1) foreman for a period of four (4) days equaling ten (10) hours in duration, totaling 40 hours of labor to supervise chip sealing operation on or about August 19-22, 2013.
- Equipment and labor assistance will be provided to the City for use on City road chip sealing projects on or about August 19-22, 2013. Please see attachment "A" for the project locations.
- During winter, provide snowplowing and sanding on the north part of Bradford Road.

**City Responsibilities**

- Provide at no cost one (1) traffic control team consisting of three (3) team members and three (3) pickups for a period of four (4) days equaling ten (10) hours in duration, totaling 120 hours of labor.
- Provide at no cost one (1) street sweeper with one (1) operator for a period of four (4) days equaling ten (10) hours in duration totaling 40 hours of labor.
- Provide at no cost one (1) dump truck and one (1) operator for a period of four (4) days equaling ten (10) hours in duration, totaling 40 hours of labor.
- Provide at no cost one (1) loader and one (1) operator for a period of four (4) days equaling ten (10) hours in duration, totaling 40 hours of labor.
- Equipment and labor assistance will be provided to the County from July 8-11, 2013 for use on County road chip sealing projects. Please see attachment "A" for the project locations.

- During winter, provide snowplowing and sanding on Empty Saddle and North Angela Drive.

### 3. MUTUAL HOLD HARMLESS

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

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

### 4. TERMS AND TERMINATION

This MOU is subject to termination with or without cause by either party with a 30 day written notification prior to the commencement of work by either Party. Modifications within the scope of this MOU shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all Parties, prior to any changes being implemented.

### 5. APPROVALS:

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

\_\_\_\_\_  
Fritz Haemmerle, Mayor  
City of Hailey

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Lawrence Schoen  
Blaine County Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attest: JoLynn Drage  
Blaine County Clerk

**ATTACHMENT "A"**

**Cooperative Road Maintenance  
Tentative Work Schedule**

All schedules dependent on weather condition that permit chip sealing operations.

**Blaine County Road Department Schedule**

Chip Seal

- July 08: West Glendale Road  
East Glendale Road
- July 09: Broadford Road  
Ohio Gulch Road  
Barlow Road
- July 10: Glassford Heights  
Polaris Road
- July 11: Black Bear Road  
Fox Creek Road  
Walker Drive

**City of Hailey Street Department Schedule**

Chip Seal (*Dates subject to change*)

- Aug 19: Woodside Blvd (2.5 miles)
- Aug 20: Woodside Blvd (2.5 miles)
- Aug 21: Woodside Blvd (2.5 miles)
- Aug 22: Woodside Blvd (2.5 miles)



**AGENDA ITEM SUMMARY**

DATE: 2/28/13 DEPARTMENT: Legislative DEPT. HEAD SIGNATURE: Mary Cone

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**SUBJECT:**

Contract with First Alarm. LLC for expense of \$468.00 for services during 2013 for 781 Main Street S, Hailey, ID 83333.

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**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

The attached contract outlines the services that will be rendered.

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**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:** Caselle # \_\_\_\_\_

Budget Line Item # \_\_\_\_\_ YTD Line Item Balance \$ 6 \_\_\_\_\_

Estimated Hours Spent to Date: \_\_\_\_\_ Estimated Completion Date: \_\_\_\_\_

Staff Contact: \_\_\_\_\_ Phone # \_\_\_\_\_

Comments: \_\_\_\_\_

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**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	___

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**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Motion to approve Resolution 2013-\_\_ authorizing the city to enter into a Contract for Services with First Alarm, LLC.

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**FOLLOW-UP REMARKS:\***

**CITY OF HAILEY**  
**RESOLUTION NO. 2013-13**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY**  
**AUTHORIZING THE EXECUTION OF A MONITORING AGREEMENT BETWEEN**  
**THE CITY OF HAILEY AND FIRST ALARM, LLC**

WHEREAS, the City of Hailey desires to enter into a monitoring agreement with First Alarm, LLC.

WHEREAS, First Alarm LLC will provide monitoring of 781 Main Street South, Hailey, ID 83333. (Interpretive Center)

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

Passed this 4th day of March, 2013.

City of Hailey

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

ATTEST:

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



# First Alarm, LLC

P.O. Box 656 Caldwell, ID 83606-0656  
(208) 455-5611

## MONITORING AGREEMENT

THIS AGREEMENT is entered into this 1st day of January, 2013 by and between First Alarm, LLC hereinafter referred to as "Company", and City of Hailey - Welcome Center hereinafter referred to as "Subscriber".

1. **DESCRIPTION OF SERVICES PROVIDED** Company agrees to provide monitoring service as hereinafter set forth for the alarm system(s) owned by Subscriber and

located at 1781 Main Street South, Hailey Idaho 83333

- 1.1 **MONITORING SERVICE** (see paragraphs 7 and 8): Burglary and Fire Alarm System  
1.2 **TYPE OF SYSTEM:**  
1.2.1 **BURGLAR ALARM** Perimeter w/ Motion Backup  
1.2.2 **PANIC/HOLD-UP ALARM** Panic Buttons  
1.2.3 **FIRE ALARM** Smoke and Heat Detectors  
1.2.4 **OTHER** GSM Radio service - Company owned Radio

2. **PAYMENT AND TERMS:** Subscriber agrees to pay to Company, its agents or assigns: For monitoring service, the sum of Four Hundred Sixty Eight Dollars (\$468.00) per year at the rate of Thirty Nine Dollars (\$39.00) per month, payable monthly, in advance, on the 1st day of the month commencing with the month following completion of the installation for a period of 3-years from the day of completion of the system. In addition, Subscriber shall pay the prorated share of the monthly charge for the days in which the connection, installation or inspection is completed. This Agreement shall automatically be renewed for periods of one (1) year each at the same monitoring service rate, unless either party notifies the other in writing of its intention to terminate this Agreement, not less than thirty (30) days prior to the expiration of the original term or any renewal term thereof.

3. **RECEIPT OF COPY:** SUBSCRIBER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT AND FOR RESIDENTIAL SYSTEMS, TWO (2) COPIES OF THE NOTICE OF CANCELLATION FORM ATTACHED HERETO.

4. **RESIDENTIAL CANCELLATION:** YOU, THE SUBSCRIBER MAY CANCEL THIS AGREEMENT AT ANYTIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

5. **RESIDENTIAL NOTICE TO SUBSCRIBER:** (1) DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES; (2) YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS AGREEMENT; (3) UNDER THE LAWS, YOU HAVE THE RIGHT TO PAY OFF, IN ADVANCE, THE FULL AMOUNT DUE AND TO OBTAIN A PARTIAL REFUND OF THE FINANCE CHARGES, IF ANY, PROVIDED FOR HEREIN; (4) IF YOU DESIRE TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE, THE AMOUNT OF THE REFUND YOU ARE ENTITLED TO, IF ANY, WILL BE FURNISHED UPON REQUEST.

6. **COMPANY'S LIABILITY/DISCLAIMER OF WARRANTIES:** COMPANY DOES NOT REPRESENT OR WARRANT: THAT THE ALARM SYSTEM MAY NOT BE COMPROMISED OR CIRCUMVENTED; OR THAT THE SYSTEM WILL PREVENT ANY LOSS BY BURGLARY, HOLD-UP OR OTHERWISE; OR THAT THE SYSTEM WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED OR INTENDED. SUBSCRIBER ACKNOWLEDGES AND AGREES: THAT THE COMPANY HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, NOR HAS SUBSCRIBER RELIED ON ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. SUBSCRIBER FURTHER ACKNOWLEDGES AND AGREES: THAT ANY AFFIRMATION OF FACT OR PROMISE SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY, AND THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE OF THE AGREEMENT HEREOF. SUBSCRIBER FURTHER ACKNOWLEDGES AND AGREES THAT COMPANY IS NOT AN INSURER; THAT SUBSCRIBER ASSUMES ALL RISK OF LOSS OR DAMAGE TO SUBSCRIBER'S PREMISES OR TO THE CONTENTS THEREOF; AND THAT SUBSCRIBER HAS READ AND UNDERSTANDS ALL OF THIS AGREEMENT, PARTICULARLY PARAGRAPHS 18 AND 19 WHICH SET FORTH COMPANY'S MAXIMUM LIABILITY IN THE EVENT OF ANY LOSS OR DAMAGE TO SUBSCRIBER OR ANYONE ELSE.

7. **MONITORING SERVICES:** Company agrees to monitor without liability and not as an insurer during the term of this Agreement, the signals of an alarm system owned by Subscriber at the premises hereinabove set forth. Monitoring services shall be performed by a communications center chosen by the Company. Company shall provide decals and install transmitting equipment at Subscriber's premises for the purpose of transmitting alarm signals from Subscriber's alarm system. If, in the opinion of Company, use by the Subscriber adversely affects the use of the monitoring equipment, this Agreement may be terminated thirty (30) days following written notice to Subscriber. Subscriber acknowledges that Company's maintenance obligation with respect to monitoring relates solely to the maintenance and operation of the monitoring equipment owned by the Company. Company is in no way obligated to maintain, repair, service, replace, operate or assure the operation of the property, system of any devices or device of the Subscriber, unless expressly provided in Paragraph 1.1 herein above.

8. **RESPONSE TO ALARMS:**

8.1 **CENTRAL OFFICE ALARM:** If the alarm system is monitored by Company or Communications Center chosen by Company, Company or the communications center shall without warranty, make every reasonable effort to do the following:

- 8.1.1 Upon receipt of a burglar alarm signal, transmit the alarm to headquarters of the public police department and notify the Subscriber or his designated representative by calling the telephone number supplied to Company in writing by Subscriber.  
8.1.2 Upon receipt of a hold-up alarm signal, transmit the alarm to the public police department.  
8.1.3 Upon receipt of a manual, smoke or automatic fire alarm signal, transmit the alarm to the public fire department.  
8.1.4 Upon the receipt of a monitor signal, notify Subscriber or his designated representatives by calling the telephone number supplied to Company in writing by Subscriber.

8.2 **TELEPHONE LINES:** Subscriber shall pay all charges made by any telephone company or other utility for installation, leasing and service charges of telephone lines or equipment transmitting signals between Subscriber's protected premises and Company's Central Station, Communications Center, or any other monitoring facility. Subscriber acknowledges that if Company uses a digital communicator for the purposes of transmitting alarm signals from Subscriber's premises to Company or Company's Communications Center, that the signals from Subscriber's alarm system are transmitted over Subscriber's regular telephone service to Company or Company's Communications Center, and in the event Subscriber's telephone service is out of order, disconnected, placed on vacation, or otherwise interrupted, signals from Subscriber's alarm system will not be received during any such interruption in telephone service and the interruption will not be known to Company or the Communication Center. Subscriber acknowledges that signals which are transmitted over telephone company signal channel lines are wholly beyond the control and jurisdiction of Company and maintained and serviced by the applicable telephone company or utility.

THE TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE OF THIS AGREEMENT ARE INCORPORATED HEREIN AND BY REFERENCE ARE MADE A PART HEREOF.

BY: [Signature]  
COMPANY

BY: X  
SUBSCRIBER

APPROVED: [Signature]

DATE SIGNED: X

THIS AGREEMENT SHALL NOT BE BINDING UPON COMPANY UNLESS APPROVED IN WRITING BY AN OFFICER OF COMPANY. IN THE EVENT OF NON-APPROVAL, THE SOLE LIABILITY OF COMPANY SHALL BE TO REFUND TO SUBSCRIBER UPON THE SIGNING OF THIS AGREEMENT.

9. **FALSE ALARM:** In the event an excessive number of false alarms are caused by Subscriber's carelessness, malicious action, or accidental use of the alarm system, or in the event Subscriber in any manner misuses or abuses the system, Company may in its sole discretion deem same to be a material breach of contract on the part of the Subscriber and, at its option, in addition to all other legal remedies set forth below, be excused from further performance upon the giving of ten (10) days written notice to Subscriber. Company's excuse from performance shall not affect its right to recover damages from Subscriber. In the event a fine, penalty or fee is assessed against Company by any governmental or municipal agency as a result of any alarm originating from Subscriber's premises, Subscriber agrees to forthwith reimburse Company for the same. In the event Company dispatches an agent to respond to an alarm originating from Subscriber's premises, where Subscriber intentionally, accidentally or negligently has activated the alarm signal, and no alarm condition exists, or if Company makes any maintenance call caused by the inadvertence or negligence of Subscriber, Subscriber shall pay to Company a reasonable sum based upon Company's then prevailing labor and material rates for each such service call. Subscriber represents he fully understands that the equipment, because of its sensitivity to the Company and which may cause the alarm to activate. Any or all of such alarms shall not excuse any of the obligations of Subscribers as set forth in this Agreement.
10. **INTERRUPTION OF SERVICE:** Company assumes no liability for interruption of monitoring service due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrection, interruption of unavailability of telephone service, acts of God, or for any other cause beyond the control of Company and will not be required to supply monitoring service to Subscriber while interruption of service due to any such cause may continue.
11. **SUSPENSION OF CANCELLATION OF THIS SYSTEM:** This agreement may be suspended or canceled, without notice at the option of Company, if Company's or Subscriber's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event Company is unable to render service for any reason.
12. **INCREASE IN TAXES, UTILITY CHARGES OR MONTHLY SERVICE:**  
 12.1 Subscriber acknowledges that all charges set forth herein are based upon existing federal, state and local taxes and utility charges, including telephone company line charges, if any. Company shall have the right, at any time, to increase the monthly charges provided herein, to reflect any additional taxes, fees or charges which hereafter may be imposed on Company by any utility or governmental agency relating to the service(s) provided under the terms of this Agreement, and Subscriber agrees to pay the same.
13. **SUBSCRIBER'S DUTIES AS TO USE OF SYSTEM:** The Subscriber shall carefully and properly test and set the alarm system immediately prior to the securing of the premises and carefully test the system daily during the term of this Agreement. If any defect in operation of the system develops, or in the event of a power failure or other interruption at Subscriber's premises, Subscriber shall notify Company immediately. If space protection (i.e., Ultra-Sonic, Microwave, Infra-Red, etc.) is a part of said system, Subscriber shall walk test the system each day in the manner recommended by Company. When any device or protection is used, including but not limited to space protection, which is affected by turbulence of air, occupied airspace change, or other disturbing conditions, Subscriber shall turn off or remove all things, animate or inanimate, including but not limited to all forced air heaters, air conditioners, horns, bells, animals and any other sources of air turbulence or movement, which may interfere with the effectiveness of the system during closed periods while the alarm is on. Subscriber shall notify Company of any remodeling or other changes to the protected premises that may effect the operation of the system.
14. **AUTHORIZED PERSONAL:** Subscriber agrees to furnish forthwith a written list of the names, residence phone numbers of all persons authorized to enter or remain on the premises and/or be notified in the event of an alarm, and for Commercial Systems, a written daily and holiday opening and closing schedule. All changes, revisions and modifications to the above shall be supplied to the Company in writing.
15. **ASSIGNEES/SUBCONTRACTORS OF COMPANY:** Company shall have the right to assign the Agreement to any other person, firm or corporation without notice to Subscriber and shall have the further right to subcontract any installation, monitoring, maintenance or other services which it may perform. Subscriber acknowledges that this Agreement, and particularly those paragraphs relating to Company's maximum liability, liquidated damages, and third party indemnification, inure to the benefit of and are applicable to any assignees and/or subcontractors of Company, and that they bind Subscriber with respect to said assignees and/or subcontractors with the same force and effect as they bind Subscriber to Company.
16. **DEFAULT BY SUBSCRIBER:** If Subscriber fails to pay any amount herein provided within ten (10) days after the same if due and payable, or if Subscriber fails to perform any other provisions hereof within ten (10) days after Company shall have requested in writing performance thereof, or if any proceeding in bankruptcy, or receivership or insolvency shall be commenced by or against Subscriber or his property, or if Subscriber makes any assignment for the benefit of creditors. Company shall have the right by shall not be obligated to exercise any one or more of the following remedies:  
 16.1 Recover the existing amounts due from Subscriber and continue to monitor the system, in which case company shall be entitled to recover, in addition, the monthly amounts due under the contract for said services; or  
 16.2 Discontinue monitoring of the system and remove Company owned equipment and/or software, and decals upon five (5) days written notice to Subscriber at Subscriber's address listed above. If Company discontinues monitoring service, Company shall be entitled to recover the existing amounts due under this said contract for said services up to the day of discontinuance of service, and, in addition, for services provided pursuant to paragraphs 7 and 10 above, damages computed by subtracting from the total sum Company would have received over the then term of the agreement, the total of the cost to Company of leasing telephone lines, if any, for any remaining un-expired term of the agreement, plus the anticipated cost of replacement materials and equipment over the un-expired term of the contract. This cost of materials and equipment is to be determined by Company in its sole discretion from its prior experience. Subscriber acknowledges and agrees that said costs are only costs involved; or  
 16.3 Recover from Subscriber all sum's Company may be entitled to under the law. In the event of termination of this Agreement or upon expiration of this Agreement, Company shall have the immediate right to remove any Company owned equipment and software and decals under the terms and conditions set forth herein. Removal of the equipment and decals as hereinabove set forth shall not be considered to constitute a breach by Company of this Agreement or waiver by Company of any such damages or rights. Company shall not be responsible for damage caused to Subscriber's premises by reason of the removal or installation of Company owned equipment and decals from Subscriber's premises.
17. **DELINQUENCY: RE-CONNECT CHARGES:**  
 17.1 (RESIDENTIAL) In the event any payment due hereunder is more than (10) day's delinquent, Company may impose and collect from Subscriber a delinquency charge of FIVE (\$5.00) Dollars PLUS interest in the amount of 1.5% of the delinquent amount. If the alarm is deactivated because of Subscriber's past due balance, and if Subscriber desires to have the system reactivated, Subscriber agrees to pay in advance to Company a re-connect charge to be fixed by Company in a reasonable amount.  
 17.2. (COMMERCIAL) In the event any payment due hereunder is more than ten (10) days delinquent, Company may impose and collect from Subscriber a delinquency charge of FIVE (\$5.00) Dollars PLUS interest in the amount of 1.5% of the delinquent amount. If the alarm system is deactivated, because of Subscriber's past due balance, and if Subscriber agrees to pay balance, and if Subscriber desires to have the system reactivated, Subscriber agrees to pay in advance to Company a re-connect charge to be fixed by Company in a reasonable amount.
18. **COMPANY IS NOT AN INSURER; LIQUIDATED DAMAGES; LIMITATION OF LIABILITY:** It is understood and agreed: That Company is not an insurer, that insurance, if any, shall be obtained by Subscriber, that the payments provided for herein are based solely on the value of the service as set forth herein and are unrelated to the value of the Subscriber's property of the property of others located on Subscriber's premises; that Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness that the equipment or services supplied will avert or prevent occurrences or the consequences there from which the system or service is designed to detect or avert. Subscriber acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure to perform any of the obligations herein, including, but not limited to installation, service, maintenance or monitoring or the failure of the system to properly operate with resulting loss to Subscriber because of among other things:  
 (a) The uncertain amount or value of Subscriber's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system or service is designed to detect or avert;  
 (b) The uncertainty of the response time of any police or fire department, should the police or fire department be dispatched as a result of a signal being received or an audible device sounding;  
 (c) The inability to ascertain what portion, if any, of any loss would be proximately caused by Company's failure to perform or by its equipment to operate;  
 (d) The nature of the service to be performed by Company. Subscriber understands and agrees that if Company should be found liable for loss or damage due from failure of Company to perform any of the obligations herein, including but not limited to installation, maintenance, monitoring or service, or the failure of the service or the total of six (6) monthly payments or Two Hundred Fifty (\$250.00) Dollars, whichever is the lesser, as liquidated damages and not as a penalty and this liability shall be exclusive; and that the provisions of this Section shall apply if loss or damage, performance or non-performance of the obligations imposed by this contract, or from negligence, active or otherwise, of Company, its agents, servants, assigns or employees. If Subscriber wishes Company to assume a limited liability in lieu of the liquidated damages as herein above set forth, Subscriber may obtain from Company a limitation of liability by paying an additional monthly service charge to Company. If Subscriber elects to exercise this option, a rider shall be attached to this Agreement setting forth the terms, conditions and amount of the limited liability and the additional monthly charge. Such rider and additional obligation shall in no way be interpreted to hold Company as an insurer.
19. **THIRD PARTY INDEMNIFICATION:**  
 19.1 In the event any person, not a party to this Agreement, shall make any claim or file any lawsuit against Company for any reason relating to Company's duties and obligations pursuant to this Agreement, including but not limited to the design, installation, maintenance, monitoring, operation, or non-operation of the alarm system, Subscriber agrees to indemnify, defend and hold Company harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs, and attorney's fees, whether these claims be based upon alleged intentional conduct, active or passive, negligence, or strict or product liability on the part of the Company, its agents, servants or employees.  
 19.2 This Agreement by Subscriber to indemnify Company against third party claims as hereinabove set forth, shall not apply to losses, damages, expenses and liability resulting in injury or death to third persons or injury to property of third persons, which losses, damages expenses and liability occur while an employee of Company is on Subscriber's premises and which losses, damages, and liability are solely and directly caused by the acts of said employee.
20. **CREDIBILITY AUTHORIZATION:** Subscriber agrees for the purpose of establishing credit and credibility on billing matters Subscriber authorizes Company to check Subscribers credit record and credit references provided by Subscriber if Company deems it necessary to obtain credit status with Company. It is further agreed that Company may update Subscribers credit records from time to time.
21. **ARREST BY COMPANY:** Subscriber authorizes Company to cause the arrest of any person or persons on or around the premises, who are unauthorized by Subscriber to enter the premises of Subscriber during closed periods and to hold such person or persons until released by Subscriber, his known representatives, or police authority.
22. **PURCHASE ORDERS:** It is understood and agreed by and between the parties hereto, that if there is any conflict between this contract and Subscriber's purchase order, or any other document, this Agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement.
23. **ATTORNEY'S FEES:** In the event it shall become necessary for Company to institute legal proceedings to collect the cost of any charges as set forth herein, then and in such proceeding Buyer/Subscriber shall pay to Company reasonable attorney's fees Where permitted by law.
24. **INVALID PROVISIONS:** In the event any of the terms/provisions of this Agreement shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.
25. **ENTIRE INTEGRATED AGREEMENT; MODIFICATION; ALTERATIONS; WAIVER:** This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof. This Agreement supersedes all prior representations, understandings or agreements of the parties, and the parties rely only upon the contents of this Agreement in executing it. This Agreement can only be modified by a writing signed by the parties or their duly authorized agent. Now waiver of a breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach.

AGENDA ITEM SUMMARY

DATE: 3/4/13 DEPARTMENT: PW DEPT. HEAD SIGNATURE: [Signature]

**SUBJECT:** Motion to approve Resolution 2013-14 authorizing Interlocal Agreement with City of Ketchum, sharing costs of training and software related to Hailey City Tree Inventory

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

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

Annual update of agreement with the City of Ketchum

**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:**

**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)

**CITY OF HAILEY  
RESOLUTION NO. 14**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY  
AUTHORIZING THE MAYOR TO SIGN THE INTERLOCAL AGREEMENT WITH  
CITY OF KETCHUM.**

WHEREAS, the City of Hailey desires to enter into an agreement with the City of Ketchum sharing costs of training and software related to Hailey City Tree Inventory.

WHEREAS, the City of Hailey and the City of Ketchum have agreed to the terms and conditions of the 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 Interlocal Agreement between the City of Hailey and the City of Ketchum and that the Mayor is authorized to execute the attached Agreement,

Passed this 4<sup>th</sup> day of March 2013.

City of Hailey

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

ATTEST:

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

INTERLOCAL AGREEMENT  
(City of Ketchum/City of Hailey)

RECITALS

WHEREAS, Ketchum performed a GIS-based Tree Inventory in 2006 and identified that the inventory and the hardware, software programs and data that accompany its functionality as important and necessary tools in the professional and efficient management of its Community Forestry Division; and,

WHEREAS, the Ketchum city arborist was asked to assist the City of Hailey on a volunteer basis to create an urban forest management program by chairing its Tree Committee; and,

WHEREAS, Ketchum and Hailey employees who are tasked with tree care benefit from the data provided by a GIS-based tree inventory to aid in strategic planning and operation assessments; and,

WHEREAS, Ketchum does benefit and Hailey will benefit from a more efficient and accurate on-going data management process measuring progress and tracking issues related to (not exhaustive) public tree care; and,

WHEREAS, Ketchum and Hailey employees can share public agency data to reduce costs and guide in the provision of services to those most in need, including community safety, public health and development services; and,

WHEREAS, Ketchum and Hailey employees seek to enhance their analytical, problem-solving and decision-making capabilities through the utilization of a GIS-based tree inventory and work with professionals in the field to incorporate new tools and technologies for personal skill development and community benefit at large; and,

WHEREAS, Ketchum and Hailey employees can ultimately make more informed decisions using scenario models and performing needs assessments that are constructed in-house opposed to requesting external proposals and absorbing consulting fees; and,

WHEREAS, the interlocal agreement will be budgeted in the adopted Ketchum Parks & Recreation FY2012/13 budget and the Hailey Public Works FY2012/13 budget.

TERMS

NOW, THEREFORE, subject to the limitations of this agreement and in order to provide assistance between the parties in providing tree inventory and management, it is hereby agreed as follows:

1. DURATION OF AGREEMENT. This Agreement shall not be effective until it is approved by the Mayor and City Council of Hailey, and the Mayor and City Council of Ketchum. It shall continue in full force and effect without termination from October 1, 2012 until September 30, 2013. The parties may extend the agreement with the written consent of both parties.
2. PURPOSE. The purpose of this Agreement is to allow the City of Ketchum to contract with the City of Hailey for tree inventory and management services including staff support and software annual support fees totaling \$1,000.00 payable to the City of Ketchum.
3. MANNER OF FINANCING AND BUDGET. The City of Hailey shall reimburse the City of Ketchum for approximately twenty hours of professional arborist services for the management and training in the use of a GIS based tree inventory starting in FY2013 for the amount of \$675.00 and one half of the annual GIS software support and upgrade fees in the amount of \$325.00, for a total payment of \$1,000.00 to be paid before or on September 30, 2013.
4. MUTUAL HOLD HARMLESS: Each party to this Agreement agrees to indemnify and hold harmless the other from any and all liability for any injury, damage or claim suffered by any person or property caused by the party or its employee while performing under this Agreement.
5. DUTIES. The provision of these services shall be governed as set out below:

The City of Ketchum agrees to supply The City of Hailey with professional arborist services for the management of a GIS-based tree inventory and training in its use at a not-to-exceed rate of \$675.00 per year. This person will work at either the City of Ketchum or the City of Hailey to accomplish the tasks assigned them. Tasks assigned to the arborist will be limited only by their experience.

The City of Ketchum agrees to provide training for Hailey tree committee members as part of the agreement.

6. AMENDMENT. This Agreement may be amended at any time, and from time to time, by the mutual written consent of the City of Ketchum and the City of Hailey for any of the following purposes:
  1. To add provisions to the Agreement to benefit either or both the City of Ketchum and the City of Hailey.
  2. To extend the term of the agreement.
  3. To cure any ambiguity, to correct or supplement any provision herein which may be inconsistent with any other provisions with respect to matters or questions arising under this Agreement which are not inconsistent with the provisions of the Agreement.

7. SEVERABILITY. In the event any provision of this Agreement shall be declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not, in any way, be affected or impaired thereby.

IN WITNESS WHEREOF, each of the parties has executed this Agreement by its duly authorized officials.

DATED this \_\_\_ day of March, 2013.

CITY OF KETCHUM, an Idaho  
Municipal Corporation

\_\_\_\_\_  
Randy Hall, Mayor

ATTEST:

\_\_\_\_\_  
Sandra Cady, CMC  
City Treasurer/Clerk

City of Hailey, an Idaho  
Municipal Corporation

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

ATTEST:

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





**RESOLUTION NO 2013-07  
SURPLUS PROPERTY**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY IDENTIFYING SURPLUS  
PROPERTY WITHIN THE CITY OF HAILEY AND AUTHORIZING THE DESTRUCTION OR  
DONATION OF SAID SURPLUS PROPERTY**

WHEREAS The City Clerk of the City of Hailey, Idaho is requesting that the following fixed assets be designated as surplus as the assets are obsolete and are no longer required to conduct Water Department business, as new radios are being used.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Hailey, Idaho that the following fixed assets are deemed surplus property by the City of Hailey.

			City of Hailey Surplus	1/3/2012		
Came From	Type	Brand	Model	Serial/Service Tag	Service Code	How Disposed
City Hall	Battery Backup	APC Backup-UPS	BK350	AB0104344407		Recycle
WWTP	Battery Backup	Tripp-Lite	Internet Office UPS	AGBC500LCKJR5 7/Y00014657		Recycle
City Hall	Computer	Dell	Optiplex 740	35W4MD1	6886641205	Recycle
City Hall	Computer	Dell	Precision 370	Q669M51		Recycle
City Hall	Computer	Dell	Optiplex 740	65W4MD1	13416988213	Recycle
City Hall	Computer	Dell	Optiplex 745	6WYJYC1	15053649553	Recycle
City Hall	Computer	Dell	Precision 340	BQGRF11		Recycle
City Hall	Computer	Dell	Optiplex 740	76FNZF1	15626586637	Recycle
City Hall	Computer	Dell	Optiplex GX620	BM441C1	25281768385	Recycle
City Hall	Computer	Dell	Optiplex GX620	CM441C1	27458550721	Recycle
City Hall	Computer	Dell	Optiplex 170L	75HRR51	15569655589	Recycle
City Hall	Computer	Dell	Optiplex 170L	25HRR51	4685743909	Recycle
City Hall	Computer	Dell	Optiplex GX520	FC60K81	33387433057	Recycle
Fire Dept	Computer	Dell	Inspiron 530	78TCMF1	15770503549	Recycle
Fire Dept	Computer	Dell	Dimension 5150	DGZ1081	29324496385	Recycle
Library	Computer	Gateway	E2600D	39259157		Recycle
Library	Computer	Gateway	E4100	34008320		Recycle
Library	Computer	Gateway	E4100	34008318		Recycle
WWTP	Laptop	MicronPC.COM	SENSPR0850-PIII600	2549936-0001		Recycle
City Hall	Monitor	Dell	CN-OG6566-47804-57	E-B012-04-3374		Recycle
Library	Monitor	Gateway	NL2501	307024306		Recycle
Library	Monitor	Gateway	FPD1540/L152R5	404006926		Recycle
Library	Monitor	Acer	AL1716F	ETL48020178030 4077396L		Recycle
Library	Monitor	Acer	V173	ETLCL0B0229030 30AECC900		Recycle
Library	Monitor	Acer	V173	ETLCL0B0229030 3AE13900		Recycle
WWTP	Monitor	ViewSonic	G70FMB	VCDTS23104- 2M		Recycle
City Hall	Printer	Ithaca	Series 150-P	KG003308016		Recycle
Library	Printer	Star	TSP650	23301100106000 81C		Recycle
Library	Printer	Star	SP300	4.50141E+11		Recycle
Library	Printer	Star	SP300	4.50141E+11		Recycle
Police	Printer	HP	Color Laserjet 2600n	06455A	CNDCS8609L	Recycle
Police	Scanner	HP	Scanjet 5590/FCLSD- 0406	CN85VTH00X		Recycle

The administrative staff of the City of Hailey under the supervision of the City Clerk and or the City Treasurer is authorized to sell publicly; trade or otherwise transfer or other governmental agencies, and take all necessary steps to carry out the authorization provided by this Resolution.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO,** that the City of Hailey approves the surplus property and authorizes the Mayor to sign.

Passed this 4th day of March 2013.

City of Hailey

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Fritz X. Haemmerle, Mayor

ATTEST:

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Mary Cone, City Clerk

# Hailey Fire Department

The Hailey Fire Department is requesting that the following items be designated as surplus Obsolete/Non-reparable equipment.

Survivair Sigma/Panther Self-Contained Breathing Apparatus (SCBA) Units:

S/N 0005170150, 0108151141, HLDJ0855, 9909081028, HLDJ0740, 0108151166, 0402250177, HLDJ0786, HFEB0973, 000612213.

\*1 – VHF analog wide-band radio repeater unit (**Obsolete** - no longer allowed to be used in USA per FCC)

\*Miscellaneous (**expired**) unused medical supplies, such as Endotrachial Lumen Tubes, Bandages, etc.

*\*These items are intended to be transferred to a Not-for-profit agency that transfers these items to rural Mexican hospitals that are unable to afford these supplies.*

