## AGENDA ITEM SUMMARY

**DATE:** 06/13/2011 **DEPARTMENT:** Administration **DEPT. HEAD SIGNATURE:** HD

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**SUBJECT:**

Motion to approve Hold Harmless and Indemnification Agreement with Blaine County School District for 4th of July Fireworks Display by City of Hailey from Blaine County School District Property

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**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

The Blaine County School District wishes to enter into an agreement with the City of Hailey by which it's property is allowed to be used for the fireworks display, provided that the District is indemnified by the City from any claims related to the fireworks ceremony.

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**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:

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**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Move to approve Hold Harmless and Indemnification Agreement with Blaine County School District for 4th of July Fireworks Display by City of Hailey from Blaine County School District Property, and authorize the mayor to sign the agreement.

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**FOLLOW-UP REMARKS:**

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# HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

This HOLD HARMLESS AND INDEMNIFICATION AGREEMENT ("Agreement") is made as of this 10th day of June, 2011, by and between the **CITY OF HAILEY**, an Idaho municipal corporation (hereinafter "City"), and **BLAINE COUNTY SCHOOL DISTRICT NO. 61** (hereinafter "District").

A. The City is a municipal corporation and political subdivision of the State of Idaho and has authority to enter into this Agreement. Richard Davis is the Mayor for the City of Hailey. The Hailey City Council has authorized the Mayor to execute this Agreement.

B. District is a political subdivision of the State of Idaho and owns real property in the City of Hailey that is commonly known as the Wood River High School Campus.

C. On July 4, 2011, the City desires to conduct a 4th of July Fireworks Ceremony on the Wood River High School Campus near the football field.

D. The District will allow the City to use the Wood River High School Campus, provided the City holds the District harmless and indemnifies the District from any and all claims relating to the fireworks ceremony.

NOW, THEREOFRE, on the basis of the foregoing recitals and in consideration of the mutual promises and undertakings hereinafter set forth, and for valuable consideration, the parties agree as follows:

1. Use of Property. The District agrees to allow the City and its Contractor, Lantis Fireworks, and its employees and agents, to use the Wood River High School Campus for such times as are reasonably necessary to setup, conduct, and cleanup a 4th of July Fireworks program on July 4, 2011.

2. Hold Harmless And Indemnification. The City hereby holds the District harmless from and indemnifies the District for any and all costs or expenses and any and all claims, demands, obligations, liabilities, damages, costs, lawsuits and judgments, including attorney's fees (collectively "Claims"), connected in any way with the setup, staging, operation, and cleanup of the fireworks ceremony on the Wood River High School campus.

3. Miscellaneous Provisions.

   a. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, personal representatives, successors, and assigns.

b. This Agreement is the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements between them with respect thereto.

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

d. In the event that any party hereto has to retain counsel for the purpose of enforcing any of the rights, duties, or obligations arising out of or relating to this Agreement, the non-prevailing party shall pay to the prevailing party the latter's reasonable attorney's fees and costs, whether or not litigation is actually instituted, and including attorney's fees and costs on appeal and in any bankruptcy proceeding.

e. Each signatory agrees that he/she has full authority and consent to sign this Agreement.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

CITY OF HAILEY

By: _____
Richard Davis, Mayor

BLAINE COUNTY SCHOOL DISTRICT #61

By: _____
Julie Dahlgren, Chairperson

## AGENDA ITEM SUMMARY

**DATE:** 5/11/11 **DEPARTMENT:** HFD **DEPT. HEAD SIGNATURE:** Mary Cone

**SUBJECT**

7/4/11 City Fireworks Display

**AUTHORITY**: ☐ ID Code 50-1017 ☐ IAR _____ ☐ City Ordinance/Code _____

**BACKGROUND**:

Annual fireworks display

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS**:

Budget Line Item # _____ YTD Line Item Balance $_____

**ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS**:

| | | | |
|---|---|---|---|
| ___ City Attorney | ___ Clerk / Finance Director | ___ Engineer | ___ Mayor |
| ___ P & Z Commission | ___ Parks & Lands Board | ___ Public Works | ___ Other |

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD**:

Approval recommended by HFD

**FOLLOW UP NOTES:**

Please schedule for 1st meeting in June

# Application for Permit for a Public Display of Pyrotechnics

**Lantis Fireworks and Lasers**
P.O. Box 491
Draper, UT 84020
(800) 443-3040
Fax (801)768-2433

**Authority having Jurisdiction:**
Hailey Fire Department
115 Main St. South
Hailey, ID 83333

**Sponsor**
City Of Hailey
115 Main St
Hailey, ID 83333

Lantis Productions, Inc. on behalf of the Sponsor Listed Above requests a permit to conduct a public display of fireworks in accordance with Federal, State and Local Laws and Ordinances.

**Date(s):** **July 4, 2011**

**Time/Length:** **20 min.**

**Pyrotechnic Operator(s) Number:** **Ed Reed**
**(where required)**

**Site Information:**

Wood River High School

Proof of current **General Liability Insurance** is **attached.**
A **detailed diagram** of the proposed firing site is **attached.**

**Office contact:**
**801-571-2444 Fax (801) 768-2433**

**Description of Display: Areal display.**

**Fireworks fired electronically and manually in racks.**

**Aerial Pyrotechnics (>125 foot typical altitude):**

20-2.5" Shells
245-3" Shells
170-5" Shells
40- 6" Shells
25- 7" Shells

Indoor Pyrotechnics (Special Effects): None

PERMISSION TO CONDUCT A PUBLIC DISPLAY OF PYROTECHNICS AS SPECIFIED HEREIN

IS HEREBY: PERMITTED DENIED
Circle Appropriate

Signature of Permitting Authority Date

Title

Lantis Fireworks and Lasers Permit Reference No.

Printed 10/2/2001 9:35 PM

# Certificate of Insurance

306930

Issue Date: 01/31/2011

PRODUCER
Debbie Merlino
Combined Specialties International, Inc.
205 San Marin Drive, Suite 5
Novato California 94945

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AMEND, EXTEND OR LATER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURER A: Underwriters, Lloyds of London

INSURER B:

INSURER C:

INSURER D:

INSURED
Lantis Productions, Inc.
P.O. Box 491
Draper Utah 84020

COVERAGES
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE NAMED INSURED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES INCLUDING, BUT NOT LIMITED TO THOSE FOLLOWING: LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDITIONAL CONDITIONS AND EXCLUSIONS: 1) THE INSURANCE EVIDENCED BY THIS CERTIFICATE IS LIABILITY INSURANCE ONLY, IT IS NOT A BOND OR ANY FORM OF SURETY AGAINST WHICH SOMEONE OTHER AN "INSURED" MAY ASSERT A CLAIM OR BRING ANY ACTION. SUBJECT TO POLICY TERMS, CONDITIONS, DEFINITIONS AND EXCLUSIONS THE INSURANCE ONLY INDEMNIFIES AN INSURED AGAINST CERTAIN LEGAL LIABILITY. 2) THE INSURANCE DOES NOT COVER CLAIMS FOR BODILY INJURY OR PROPERTY DAMAGE OF THE NAMED INSURED'S SHOOTER(S) ASSISTANT(S) OR ANY OTHER PERSON(S) INCLUDING ANY VOLUTEER(S) PARTICIPATING IN ANY WAY IN ANY DISPLAY OR SPECIAL EFFECT PERFORMED OR EXECUTED BY THE NAMED INSURED . 3)COVERAGE DOES NOT APPLY TO CLAIMS FOR BODILY INJURY OR PROPERTY DAMAGE ARISING OUT OF THE INSURED'S FAILURE TO FOLLOW NFPA OR OTHER APPLICABLE REQUIREMENTS, LAWS OR RECOMMENDATIONS, INCLUDING THOSE RELATING TO POST DISPLAY OR SPECIAL EFFECT SEARCHES OR CLEAN UP.

| CO LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY<br>CLAIMS MADE | 1212021078/010 | July 28, 2010 | July 28, 2011 | EACH ACCIDENT | $1,000,000 |
| | | | | | MEDICAL EXP (any one person) | $5,000 |
| | | | | | FIRE LEGAL LIABILITY | $50,000 |
| | | | | | GENERAL AGGREGATE | $2,000,000 |
| | | | | | PRODUCTS-COMP/OPS AGG | $1,000,000 |
| | AUTOMOBILE LIABILITY<br><br>ANY AUTO<br>ANY OWNED AUTO<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | | | | BODILY INJURY (Per person) | $ |
| | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | PROPERTY DAMAGE (Per person) | $ |
| | EXCESS LIABILITY<br>FOLLOWING FORM | | | | EACH ACCIDENT | $ |
| | | | | | AGGREGATE | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | WC STATU- TORY LIMITS OTHER | $ |
| | | | | | E.L. EACH ACCIDENT | $ |
| | | | | | E.L. DISEASE-EA EMPLOYER | $ |
| | | | | | E.L. DISEASE-POLICY LIMIT | $ |
| | OTHER | | | | | |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
City of Hailey and Blaine County School District #61 are Additional Insured as respects the July 4, 2011 Fireworks Display in parking lot at Wood River High School

CERTIFICATE HOLDER
City of Hailey
115 Main Street South
Hailey, ID 83333

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, IT'S AGENTS OR REPRESENTATIVES

Pauline Henderson

AUTHORIZED REPRESENTATIVE

Blaine County School District #61
118 West Bullion Street - Hailey, Idaho 83333
www.bcsd.k12.id.us
Phone (208) 578-5000 - Fax (208) 578-5110

February 3, 2011

Mike Chapman, fire Chief
City of Hailey Fire Department
Fax: 788-0279

Dear Chief Chapman:

This is to confirm that Lantis Fireworks and Laser have the Blaine County School Districts permission to use the Wood River High School parking lot as the site for the July 4, 2011 fireworks display. We understand that they will start setting up July 3rd and will clean up the discharged and non-discharged pyrotechnics the morning of July 5th.

If you have any questions, please don't hesitate to contact my office at 578-5401.

Sincerely,

Howard Royal
Director of Buildings and Grounds
BCSD #61

Cc: Brian, Lantis Fireworks and Lasers

Climbing Towards Excellence

CITY of HAILEY
EST. 1881

**115 MAIN STREET S. SUITE H**
**HAILEY, ID 83333**
**PHONE: (208) 788-4221**
**FAX: (208) 788-2924**

| INVOICE # | INVOICE DATE |
|---|---|
| 8332 | 05/11/2011 |
| DUE DATE | CUSTOMER ACCOUNT NUMBER |
| 05/11/2011 | 274 |
| AMOUNT DUE | TERMS: |
| 250.00 | Open Terms |

BILL TO:

**CITY OF HAILEY**

CITY SHOP
115 MAIN ST S
HAILEY ID 83333

PLEASE DETACH AND RETURN THIS TOP PORTION WITH YOUR PAYMENT BY DUE DATE TO:

CITY OF HAILEY
115 S MAIN ST STE H
HAILEY, ID 83333

# INVOICE

| DESCRIPTION | QUANTITY | CHARGE | EXT. PRICE |
|---|---|---|---|
| FIREWORKS DISPLAY PERMIT FEE | 1. | 150.00 | 150.00 |
| FIREWORKS DISPLAY CLEAN UP BOND | 1. | 100.00 | 100.00 |
| | | | 250.00 |
| | | | TOTAL AMOUNT DUE |

THANK YOU FOR YOUR PROMPT PAYMENT
For Billing Inquiries Call: (208)788-4221
Office Hours: 9:00 a.m. - 5:00 p.m.
Monday thru Friday

## AGENDA ITEM SUMMARY

**DATE:** 6/9/11 **DEPARTMENT:** HFD **DEPT. HEAD SIGNATURE:** Mike Chapman

**SUBJECT**

Motion to approve Permit for Public Display of Pyrotechnics for the City of Hailey 4th of July Fireworks event produced by Lantis Fireworks acting on behalf of the City of Hailey

**AUTHORITY**: ☐ ID Code 50-1017 ☐ IAR _____ ☐ City Ordinance/Code _____

**BACKGROUND**:

Motion to approve Permit for Public Display of Pyrotechnics for the City of Hailey 4th of July Fireworks event produced by Lantis Fireworks acting on behalf of the City of Hailey

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS**

Budget Line Item # _____ YTD Line Item Balance $_____

**ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS**:

| | | | |
|---|---|---|---|
| ___ City Attorney | ___ Clerk / Finance Director | ___ Engineer | ___ Mayor |
| ___ P & Z Commission | ___ Parks & Lands Board | ___ Public Works | ___ Other |

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD**:

See Mike Chapman's memo attached

**FOLLOW UP NOTES:**

*Hailey Fire Dept.*
*617 S. Third Street*
*P.O. Box 1192*
*Hailey, Idaho 83333*

*Capt. Michael Baledge*
*Fire Marshal*
*Office: 208-788-3147*
*Fax: 208-788-0279*
*E-mail:*
*mike.baledge@haileycityhall.org*

# MEMO

**Date:** June 7, 2011
**To:** City Council
**From:** Mike Baledge
**RE:** Fireworks Stands

The Hailey Fire Department has received two applications from Bruce Weaver of Outlet Fireworks and one from Phantom Fireworks for firework stands. The Two stands from Outlet Fireworks and the one from Phantom Fireworks will be in locations where stands have been in prior years. Also, the required applications and documentation has been received and reviewed for the 2011 4th of July fireworks display. The display is located on the Wood River High School Property.

All of the applications are complete with all the information and fees the required by section 5.24 of the Hailey Municipal Code. At this time I would like to recommend to the council that the applications be approved.

Capt. Mike Baledge
Fire Marshal
City of Hailey

# HAILEY
## FIRE DEPARTMENT

### APPLICATION FOR SAFE AND SANE FIREWORKS PERMIT

PLEASE RETURN THE COMPLETED APPLICATION FORM WITH THE FOLLOWING ITEMS BEFORE **JUNE 1ST**:

- ☑ $100.00 PERMIT FEE
- ☑ $50.00 INSPECTION FEE includes required Pre-Installation Inspection, Installation Inspection and Clean-Up Inspection. Any subsequent inspections may be subject to additional inspection fees as outlined in the Hailey Fire Dept. Permit Fee Schedule.
- ☑ COMPLETE LIST OF FIREWORKS TO BE SOLD
- ☑ LEGAL DESCRIPTION AND SITE PLAN WITH REQUIRED SETBACKS OF FIREWORKS SALE LOCATION
- ☑ WRITTEN PROOF OF OWNERSHIP OR AUTHORIZATION TO USE PROPERTY FOR FIREWORKS SALES
- ☑ CERTIFICATE OF INSURANCE (5.24.090) ONE HUNDRED THOUSAND DOLLARS PER OCCURANCE
- ☑ $100.00 CLEAN-UP BOND (5.24.080)

APPLICANT'S FULL NAME: Joee Witter
BUSINESS NAME: (If applicable) Big Bear of Utah / Phantom Fireworks
PHYSICAL ADDRESS OF APPLICANT: 124 W Burton Ave SLC UT 84115
MAILING ADDRESS OF APPLICANT: _____
(IF DIFFERENT FROM ABOVE)
APPLICANT PHONE: 801 486 1516 DATE OF BIRTH: 1 / 14 / 80
APPLICANT'S STATE SALES TAX PERMIT NUMBER: _____
PROPOSED LOCATION OF FIREWORKS STAND: 710 No Main St. Hailey ID 83333
PROPERTY OWNER NAME: 710 No Main Street LLC
PROPERTY OWNER MAILING ADDRESS: PO Box 1271 Ketchum ID 83340
PROPERTY OWNER PHONE: 208 726-1780

Please attach the names, addresses and phone numbers of Principal Officers, Trustees, and or Directors if any, of the Applicant.

**I declare under penalty of perjury that the above information contained herein is to the best of my knowledge and belief true and correct. I further declare that I have read the rules and regulations which concern the retail sale and storage of fireworks in the City of Hailey and will abide by the contents therein.**

Joee Witter
**Signature**

Regional Manager
**Title**

Joee Witter
**Printed Name**

5-24-2011
**Date**

**Hailey Fire Department, 617 3rd Avenue South, PO Box 1192, Hailey, ID 83333**
**Phone (208) 788-3147/FAX (208) 788-0279**

04/07

# HAILEY
## FIRE DEPARTMENT

### APPLICATION FOR SAFE AND SANE FIREWORKS PERMIT

PLEASE RETURN THE COMPLETED APPLICATION FORM WITH THE FOLLOWING ITEMS BEFORE **JUNE 1ST**:

- ☑ $100.00 PERMIT FEE
- ☑ $50.00 INSPECTION FEE includes required Pre-Installation Inspection, Installation Inspection and Clean-Up Inspection. Any subsequent inspections may be subject to additional inspection fees as outlined in the Hailey Fire Dept. Permit Fee Schedule.
- ☑ COMPLETE LIST OF FIREWORKS TO BE SOLD
- ☑ LEGAL DESCRIPTION AND SITE PLAN WITH REQUIRED SETBACKS OF FIREWORKS SALE LOCATION
- ☑ WRITTEN PROOF OF OWNERSHIP OR AUTHORIZATION TO USE PROPERTY FOR FIREWORKS SALES
- ☑ CERTIFICATE OF INSURANCE (5.24.090) ONE HUNDRED THOUSAND DOLLARS PER OCCURANCE
- ☑ $100.00 CLEAN-UP BOND (5.24.080)

APPLICANT'S FULL NAME: Bruce Weaver
BUSINESS NAME: (If applicable) Outlet Fireworks LLC
PHYSICAL ADDRESS OF APPLICANT: 1619 Brookfield Ct Twin Falls, Id. 83301
MAILING ADDRESS OF APPLICANT: SAME
(IF DIFFERENT FROM ABOVE)
APPLICANT PHONE: 208-734-5051 DATE OF BIRTH: 12 / 13 / 47
APPLICANT'S STATE SALES TAX PERMIT NUMBER: 002568351-S
PROPOSED LOCATION OF FIREWORKS STAND: @ Kings Store 616 Main St
PROPERTY OWNER NAME: Tom King
PROPERTY OWNER MAILING ADDRESS: 1650 W Bedke Blvd
PROPERTY OWNER PHONE: 208-678-3978

Please attach the names, addresses and phone numbers of Principal Officers, Trustees, and or Directors if any, of the Applicant. Bruce Weaver 208-734-5051 Phyllis Weaver SAME David Weaver 208-404-3544

**I declare under penalty of perjury that the above information contained herein is to the best of my knowledge and belief true and correct. I further declare that I have read the rules and regulations which concern the retail sale and storage of fireworks in the City of Hailey and will abide by the contents therein.**

Bruce Weaver — Partner
**Signature** — **Title**

Bruce Weaver — 5-17-11
**Printed Name** — **Date**

**Hailey Fire Department, 617 3rd Avenue South, PO Box 1192, Hailey, ID 83333**
**Phone (208) 788-3147/FAX (208) 788-0279**

04/07

# HAILEY
## FIRE DEPARTMENT

### APPLICATION FOR SAFE AND SANE FIREWORKS PERMIT

PLEASE RETURN THE COMPLETED APPLICATION FORM WITH THE FOLLOWING ITEMS BEFORE **JUNE 1ST**:

- ☑ $100.00 PERMIT FEE
- ☑ $50.00 INSPECTION FEE includes required Pre-Installation Inspection, Installation Inspection and Clean-Up Inspection. Any subsequent inspections may be subject to additional inspection fees as outlined in the Hailey Fire Dept. Permit Fee Schedule.
- ☑ COMPLETE LIST OF FIREWORKS TO BE SOLD
- ☑ LEGAL DESCRIPTION AND SITE PLAN WITH REQUIRED SETBACKS OF FIREWORKS SALE LOCATION
- ☑ WRITTEN PROOF OF OWNERSHIP OR AUTHORIZATION TO USE PROPERTY FOR FIREWORKS SALES
- ☑ CERTIFICATE OF INSURANCE (5.24.090) ONE HUNDRED THOUSAND DOLLARS PER OCCURANCE
- ☑ $100.00 CLEAN-UP BOND (5.24.080)

APPLICANT'S FULL NAME: Bruce Weaver
BUSINESS NAME: (If applicable) Outlet Fireworks LLC
PHYSICAL ADDRESS OF APPLICANT: 1619 Brookfield Ct Twin Falls, Id. 83301
MAILING ADDRESS OF APPLICANT: SAME
(IF DIFFERENT FROM ABOVE)
APPLICANT PHONE: 208-734-5051 DATE OF BIRTH: 12/13/47
APPLICANT'S STATE SALES TAX PERMIT NUMBER: 002568351-S
PROPOSED LOCATION OF FIREWORKS STAND: Hailey Albertson's
PROPERTY OWNER NAME: New Albertson's Inc.
PROPERTY OWNER MAILING ADDRESS: 250 E Parkcenter Blvd Boise Id. 83706
PROPERTY OWNER PHONE: 208-395-5416

Please attach the names, addresses and phone numbers of Principal Officers, Trustees, and or Directors if any, of the Applicant.

**I declare under penalty of perjury that the above information contained herein is to the best of my knowledge and belief true and correct. I further declare that I have read the rules and regulations which concern the retail sale and storage of fireworks in the City of Hailey and will abide by the contents therein.**

Bruce Weaver
**Signature**

Partner
**Title**

Bruce Weaver
**Printed Name**

5-17-11
**Date**

**Hailey Fire Department, 617 3rd Avenue South, PO Box 1192, Hailey, ID 83333**
**Phone (208) 788-3147/FAX (208) 788-0279**

04/07

## AGENDA ITEM SUMMARY

**DATE:** 6/1/11 **DEPARTMENT:** Administration **DEPT. HEAD SIGNATURE:**

---

**SUBJECT**

The City of Hailey's phone contract with Qwest is expiring. Mayor has requested that we get a bid from Cox in addition to what Qwest is offering. Both proposals and contracts are attached for review and to authorize Mayor Davis to sign either Cox or Qwest contracts.

---

**AUTHORITY**: ☐ ID Code 50-1017 ☐ IAR _____ ☐ City Ordinance/Code _____

---

**BACKGROUND**:

3 years ago we were being billed month to month. In an effort to reduce costs we signed a 3 year contract and saved the City approximately $8,000 per year in phone charges. That contract is now up for renewal and again we have the ability to save the City an additional $5,220 per year if we are to continue with Qwest. If we change phone companies and go with Cox, the savings this year will be $7,586.

In speaking with Qwest, they advised against going with a wireless company due to power outage issues and our need for uninterrupted service due to our Emergency Services. I asked Cox about this and they said that as long as the phones are not wireless that a power outage in not an issue

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**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS**

Budget Line Item # _____ YTD Line Item Balance $_____

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**ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS**:

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| ___ | City Attorney | ___ | Clerk / Finance Director | ___ | Engineer | ___ | Mayor |
| ___ | P & Z Commission | ___ | Parks & Lands Board | ___ | Public Works | ___ | Other |

---

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD**:

At this time I am recommending that we reorganize our phone system in City Hall to make it more efficient. I do not recommend that we add or drop any lines. The suggested outline and costs are attached for your review.

---

**FOLLOW UP NOTES:**

**Robin Crotty** Cox Proposal

**From:** Ryan.Dwyer@cox.com
**Sent:** Wednesday, June 01, 2011 10:38 AM
**To:** Robin Crotty
**Subject:** From Ryan with Cox Business 402-934-1168
**Attachments:** City of Hailey.pdf; City of Hailey Tax Exempt.pdf; City of Hailey LOA.pdf

Robin,
Here is the proposal I worked up. I actually found a way to save you an additional $39 per month. We can port over all of your Qwest lines & disconnect their service once our service is installed. You qualify for non profit & tax exempt. I also attached a tax exempt form. I filled everything out already. You would need to have it signed along with the proposal. Also I included a letter of agency. That shows all of the phone lines we will port over. Since I have your list of base lines, rollover lines I have everything I need to set up the rollover the way you want it done. If you have any questions please let me know. Thanks Robin!

**Ryan Dwyer**
**Cox Business**
**Account Executive**
**ph# 402-934-1168**
**toll free# 866-965-1168**
**fax# 402-934-0673**

Business

# Letter of Agency

| | | | |
|---|---|---|---|
| **Business Name:** | City of Hailey | **Billing Co. Name:** | Same |
| **Service Address:** | 115 S MAIN ST | **Billing Address:** | |
| **Service City, State, Zip:** | HAILEY, ID 83333 | **Billing City, State, Zip:** | , |

I understand that only one telecommunications service provider may be designated as my preferred carrier for each type of service for each telephone line. However, a single service provider may provide my local exchange, local toll (IntraLATA toll) and long distance (interLATA toll and International long distance) service.

By signing this Letter of Agency ("LOA"), whether by electronic signature or other legally valid method of signature, the undersigned hereby appoints Cox Idaho Telcom LLC ("Cox") to act as an agent on its behalf to switch its (1) local service telephone provider, (2) local toll service provider, and/or (3) long distance service provider Cox. If a box is not initialed or checked Cox is not to switch service providers for the category identified in that check.

Porting Telephone number(s): 208-788-0196, 208-788-3531, 208-788-3532, 208-788-6566, 208-788-1405, 208-788-8607, 208-788-2036, 208-788-4646, 208-788-4221, 208-788-8109, 208-788-2924, 208-788-2934, 208-788-2737, 208-788-9815, 208-788-9740, 208-788-4646, 208-788-8150, 208-788-9814, 208-788-9850, 208-788-5965, 208-788-2127, 208-788-3696, 208-788-3147, 208-788-0279, 208-788-2461, 208-578-2211, 208-578-0248, 208-578-2212, 208-788-2224, 208-578-2223

[X] If this box is checked, by signing below, I appoint Cox to become my new telephone service provider for local telephone service for the phone number(s) listed above and any other future telephone numbers added to this account unless I indicate otherwise. I appoint Cox to act as my agent to make this change happen. Unless numbers are listed below, all numbers above apply.

Telephone Number(s):

[X] If this box is checked, by signing below, I appoint Cox to become my new telephone service provider for local toll telephone service for the phone number(s) listed above and any other future telephone numbers added to this account unless I indicate otherwise. I appoint Cox to act as my agent to make this change happen. Unless numbers are listed below, all numbers above apply.

Telephone Number(s):

If Cox will not be the local toll provider, list the local toll provider and the corresponding ported number(s):

[X] If this box is checked, by signing below, I appoint Cox to become my new telephone service provider for long distance (includes International long distance) telephone service for the phone number(s) listed above and any other future telephone numbers added to this account unless I indicate otherwise. I appoint Cox to act as my agent to make this change happen. Unless numbers are listed below, all numbers above apply.

Telephone Number(s):

If Cox will not be the long distance provider, list the long distance provider and the corresponding ported number(s):

I understand that I may be required to pay a change of service or activation fee to switch local exchange, local toll, and/or long distance (which includes International long distance) providers to Cox Idaho Telcom LLC. I understand that after the change of my local telephone service to Cox any existing DSL service may be disconnected by my former service provider. I also understand that my former service provider may assess penalties for early termination. I also understand that Cox may have different calling areas, rates, and charges than my current telephone company, and I am willing to be billed accordingly.

By signing below, I acknowledge and accept the service characteristics described above.

I have read and understood this Letter of Agency. I am at least eighteen years of age and legally consent to change telephone companies for services to the telephone number(s) listed above. I also hereby consent to signing this LOA by electronic signature or other legally valid signature method.

▶ **Signature:** _____ ▶ **Date:** _____

**Sales Rep:** Ryan Dwyer **Fax:** 402-934-0673 **Email:** Ryan.Dwyer@cox.com

# Commercial Services Agreement

6/1/2011

Business*

| | | | |
|---|---|---|---|
| **Cox Account Rep:** | Ryan Dwyer | **Cox System Address:** | |
| **Phone Number:** | 402-934-1168 | 401 N 117th Street | |
| **Fax Number:** | 402-934-0673 | Omaha, NE 68154 | |

| **Customer Information** | | **Authorized Customer Representative Information** | |
|---|---|---|---|
| **Legal Company Name:** | City of Hailey | **Full Name:** | Robin Crotty |
| **Street Address:** | 115 S MAIN ST | **Billing Telephone:** | 208-788-4221 |
| **City/State/Zip:** | HAILEY, Idaho 83333 | **Fax:** | 2087882924 |
| **Billing Address:** | | **Contact Number:** | 208-788-4221 ext 12 |
| **City/State/Zip:** | | **Email Address:** | robin.crotty@halleycityhall.org |
| **Federal Tax ID:** | | **Cox Account #:** | 132-0000000-00 |

**Taxes and Fees Not Included**

| Service Description | Prev QTY | New QTY | Unit Price | Term *(Months)* | Type | Service Charges: Monthly Recurring | Service Charges: One Time Activation & Setup Fees |
|---|---|---|---|---|---|---|---|
| Cox Digital Telephone Service Flat Line | | 30 | $23.70 | 36 | New | $711.00 | |
| - Call Forwarding Busy | | 23 | $1.00 | M-M | New | $23.00 | |
| - Caller ID (Name & Number Delivery) | | 24 | $1.00 | M-M | New | $24.00 | |
| Cox Nickel Call Plan - 1000 Free Minutes for 11+ Lines | | 1 | $0.00 | 36 | New | $0.00 | |
| | | | | | | | |
| Cox Connect Line Install Fee | | 11 | $0.00 | | | | $0.00 |
| - Regular Line Install Fee $40 Each | | 11 | $0.00 | | | | $0.00 |
| **Totals:** | | | | | | $758.00 | $0.00 |

**Equipment Charges**

| Description | Quantity | Unit Price | Total Fee |
|---|---|---|---|
| | | | |

| **If you are a Point-to-Point Private Line or Transparent LAN customer, please initial below.** | | **Merge Bill** |
|---|---|---|
| _____ | Inter-State Service. By initialing here and signing below, Customer represents that at least 10% of the traffic on the designated circuit(s) is Inter-State in nature or is Internet traffic. | No |

**Special Conditions**

Customer will get free installation wirth this package. We can port over all of your phones numbers from Qwest. Customer qualifies for non profit rates. I will also give you 1000 minutes of long distance for free. Customer qualifies for tax exempt as well so they will not have to pay city or state taxes. The normal monthly rate will be around $940 per month. The variable will be how much long distance you use per month. Once you go over 1000 minutes then the rate is 5 cents per minute starting at minute 1001.

**Promotion Details**

By signing below, you represent that you are the authorized Customer representative and the information above is true and correct. This Agreement binds Customer to the terms and conditions attached to this Agreement and any other terms and conditions applicable to the Services selected above, including without limitation, the Cox tariffs, Service Guides, state and federal regulations, and the Cox Acceptable Use Policy (the "AUP"). Customer agrees that state and federal regulations may apply to Cox Services and that, in the event of any change to such regulations, Cox Services shall be provided consistent with, and Customer's use of Cox Services must be consistent with, such regulations. Customer acknowledges receipt and acceptance of the AUP by signing below. This Agreement is subject to credit approval and Customer authorizes Cox to check credit. The prices above do not include applicable taxes, fees, assessments or surcharges which are additional and may change. This proposal is valid provided Customer signs and delivers this Agreement to Cox unchanged within thirty (30) days from the date above. Cox may withdraw this proposal at any time prior to Customer's signature. If, within thirty (30) days after Customer's signature below, Cox determines that Customer's location is not serviceable under Cox's normal installation guidelines, Cox may terminate this Agreement without liability. If Customer terminates or decreases any Service that is part of a bundle offering, the remaining Services shall be subject to price increases for the remaining Term. Both parties agree that each party may use electronic signatures to sign this Agreement. If Cox performs any work including construction or incurs any costs to provide Service to Customer and Customer cancels this Agreement prior to Service Installation, Customer shall be liable for Cox's reasonable costs in addition to any other termination charges.

| **Customer Authorized Signature** | **CoxCom, Inc.; Cox Idaho Telcom, LLC Signature** |
|---|---|
| Signature: | Signature: |
| Print: | Print: |
| Title Position: | Title Position: |
| Date: | Date: |

## A. Terms and Conditions of Regulated Services

A1. **Tariffs/Service Guide** Regulated Services are provided pursuant to the regulations of the FCC and the regulatory body of the state in which the Customer location receiving these Services is located (which regulations are subject to change), and the rates, terms, and conditions contained in tariffs on file with state and federal regulatory authorities. For States where Cox Services are de-tariffed, Regulated Services are provided pursuant to the rates, terms and conditions for the Cox Service Guide for that State (the "SG"), which may be found at http://ww2.cox.com/business/voice/regulatory.cox. Cox may amend such tariffs (and if applicable, the SG) and regulated Service shall be subject to such tariffs (or if applicable, the SG), as amended. Customer must disclose to Cox if Customer intends to use the Services with payphone service. The tariffs and the SG contain Service cancellation or termination charges due to cancellation or termination (including partial termination) of Service prior to the term selected on the first page of this Agreement. Termination charges include, but are not limited to, nonrecurring charges, charges paid to third parties on behalf of Customer, and the monthly recurring charges for the balance of the Term.

A2. **PIN Access** The FCC requires business customers to set up and use a Private Identification Number (PIN) when communicating with Cox to obtain certain information about, or to make certain changes to, their telephone account. Use of this PIN may be waived when communicating with an account representative dedicated to Customer's account. Telephone Service is subject to the Cox privacy policy posted at http://www.cox.com/policy/#Online_Privacy_Policy.

A3. **Letter of Agency** Where applicable, the Letter of Agency executed in connection with this Agreement shall be valid during the Term of this Agreement for all telephone lines purchased hereunder.

## B. Terms and Conditions of Unregulated Services

B1. **IP Address/Domain Name Registration** Cox allocates IP addresses to Customer according to InterNIC guidelines. All IP addresses assigned by Cox must be relinquished by Customer upon the expiration or termination of this Agreement. IP addresses are subject to the IP policy in the AUP. Domain name registrations are subject to rules promulgated by the domain name registrar, which may be amended from time to time and are presently posted at Register.com: http://www.register.com/retail/policy/servicesagreement.rcmx or Verisign: http://www.netsol.com/en_US/legal/static-service-agreement.jhtml. Customer is responsible for payment and maintenance of domain name registration.

B2. **Web Hosting Servers** Cox reserves the right to select the server for Customer's web site for best performance. Customer understands that the Services provided by Cox may be provided on a shared server. This means that one web site cannot be permitted to overwhelm the server with heavy CPU usage, for example from the use of highly active Common Gateway Interface (CGI) scripts or chat scripts. If Customer's web site overwhelms the server and causes complaints from other users, Customer has outgrown the realm of shared Services and will be required by Cox to relocate its web site. If Customer refuses to comply with this Section, then Cox has the right to terminate Services. Cox will use reasonable efforts to maintain a full time Internet presence for Customer. Customer hereby acknowledges that the network may, at various time intervals, be down due to, but not restricted to, utility interruption, maintenance, equipment failure, natural disaster, acts of God, or human error. Cox shall not be liable to Customer for such outages or server downtime.

B3. **Interconnected VoIP (iVoIP) Services** If Customer purchases any iVoIP Services under this Agreement, the terms and conditions located at http://ww2.cox.com/business/voice/regulatory.cox (the "iVoIP Website") and the terms and conditions of this Agreement shall apply to such Service(s). For purposes of this Agreement, the iVoIP Services shall include the following Cox Services and features: Cox Business VoiceManager, Hosted IP-PBX Services, SIP Trunking, PRI Personal Mobility, and any other Cox Service or feature that (i) enables real-time, two-way voice communications; (ii) requires a broadband connection and may require IP-compatible Customer equipment; and (iii) permits Customer to receive telephone calls from and initiate calls over the Public Switched Telephone Network. The iVoIP Website contains descriptions and charges, including but not limited to, charges for the network interface fee and Services such as directory assistance, directory listing, operator services and other ancillary services that may be provided with the iVoIP Services. Customer acknowledges that long distance calling Services used with iVoIP Services are subject to the rates, terms and conditions of the applicable Cox tariff or SG as referenced above in Section A1. Prices and rates for the network interface fee and the ancillary services referenced on the iVoIP Website are subject to change from time to time during the term of this Agreement. Additional charges may apply for optional features and Services selected by Customer. The iVoIP Website is incorporated into this Agreement as if fully set forth herein. Cox reserves the right to conduct a site survey at Customer's premises prior to provisioning any of the iVoIP Services and may require Customer to obtain additional equipment, if necessary, for optimal installation and operation of the Service.

B4. **Video Service** If the first page of this Agreement indicates that Customer is purchasing video Service, Cox will deliver to Customer its standard channel lineup for this Service, (except as otherwise required by applicable law), which lineup is subject to change from time-to-time by Cox in its sole discretion. In the event that, during the Term, Cox begins to transition certain channels in the standard channel lineup from an analog transmission to a digital transmission, Customer will need to rent from Cox a digital box for each video outlet in order to continue receiving such channels. The rental fee Cox will charge Customer for each digital box shall be no more than the standard rental fee for a similar digital box in this Cox market.

B5. **WiFi Service** Customer is responsible for providing the necessary equipment for Customer and its end users to access the Cox Wi-Fi Service. If Customer makes the Cox Wi-Fi Service available to other persons for use, Customer shall implement an end user license agreement acceptable to Cox for acceptance by other end users of the Cox Wi-Fi Service. Because the Cox Wi-Fi Service is wireless Internet access, Cox's transmissions could be intercepted by unauthorized persons. Customer assumes all risks associated with its use of the Cox Wi-Fi Service and releases Cox in the event of any damage that Customer or its end users may suffer due to another person monitoring or intercepting Customer's or its end users' communications. Cox assumes no responsibility and shall not be liable to Customer or to any other party for any damages to Customer or Customer's computer caused by use of the Cox Wi-Fi Service, including without limitation, viruses that may infect Customer's computer or other device through use of the Wi-Fi Service. When Customer uses the Wi-Fi Service, Cox may track and store Customer's IP address and the MAC address of the device accessing the Wi-Fi Service. Cox will provide this information to law enforcement personnel if requested pursuant to lawful subpoena or court order. Although Cox has taken commercially reasonable steps to provide a secure system within limitations existing in network and computer infrastructure, Cox does not warrant or guarantee that communications over the Wi-Fi Service shall be secure from monitoring or tampering, nor that information stored on any computer connected to the Cox Wi-Fi Service shall be secure from monitoring or tampering. CUSTOMER ACKNOWLEDGES THE RISKS ASSOCIATED WITH PUBLIC ACCESS TO THE INTERNET AND HEREBY RELEASES COX FROM ANY LIABILITY FOR UNAUTHORIZED THIRD PARTY SECURITY BREACHES OR THE RESULTS THEREOF.

B6. **Viruses, Content, Customer Information** Software or content obtained from the use of Service may contain viruses or other harmful features and Customer is solely responsible for protecting its network, equipment, and software through the use of firewalls, anti-virus, and other security devices. Through the use of the Service, Customer may obtain or discover content that is offensive or illegal and Customer assumes the risk and is solely responsible for its access to such content. Cox may disclose Customer information to law enforcement or to any Cox affiliate. Cox may delete any Internet traffic or e-mail that contains a virus. If Customer operates a wireless local access network in connection with the Services, Customer is solely responsible for the security of its network. Use of the Service is subject to Cox's privacy policy posted at http://www.cox.com/policy/#Online_Privacy_Policy.

B7. **Termination** Customer may terminate video, data, VoiceManager, Internet, web hosting, unregulated telephone Services, iVoIP and/or web conferencing Services before the end of the term selected by Customer on the first page of this Agreement; provided, however, if Customer terminates any such Service before the end of the Term (except for breach by Cox), or Cox terminates any Service for Customer's breach of this Agreement or the AUP, Customer will be subject to termination liability equal to the nonrecurring charges (if unpaid) and 100% of the monthly recurring charges for the terminated Services multiplied by the number of full months remaining in the Term. This provision survives termination of the Agreement. If Cox is delivering Services via wireless network facilities and there is signal interference with such Service, Cox may terminate this Agreement if Cox cannot resolve the interference by using commercially reasonable efforts.

B8. **LIMITATION OF LIABILITY** COX AND/OR ITS AGENTS SHALL NOT BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, NOR SHALL COX OR ITS AGENTS BE RESPONSIBLE FOR FAILURE OR ERRORS IN SIGNAL TRANSMISSION, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. COX SHALL NOT BE LIABLE FOR DAMAGE TO PROPERTY OR FOR INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF COX. UNDER NO CIRCUMSTANCES WILL COX BE LIABLE FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING LOST PROFITS ARISING FROM THIS AGREEMENT.

B9. **WARRANTIES** EXCEPT AS PROVIDED HEREIN, THERE ARE NO OTHER AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND COX DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

B10. **Indemnity** Customer shall indemnify and hold Cox and its respective affiliates, subcontractors, employees or agents harmless (including payment of reasonable attorneys fees) from and against any claim, actions or demands relating to or arising out of Customer's use of the Service including without limitation: (i) any content or software displayed, distributed or otherwise disseminated by Customer, its employees, or users of the Services, (ii) any claim that Customer's content or registration and maintenance of Customer's selected domain name(s), infringes on the patent, copyright, trademark or other intellectual property right of any third party; (iii) any act in violation of any laws committed by Customer, its employees or users using the Services; and/or (iv) violation by Customer, its employees or authorized users of the Cox AUP.

**C. Terms and Conditions of Regulated and Unregulated Services**

C1. **Service Start Date and Term** This Agreement shall be effective upon execution by the parties. The "Initial Term" shall begin upon installation of Service and shall continue for the applicable term commitment set forth on the first page of this Agreement; provided that if Customer delays installation or is not ready to receive Services on the agreed-upon installation date, Cox may begin billing for Services on the date Services would have been installed. Cox shall use reasonable efforts to make the Services available by the requested service date. Cox shall not be liable for damages resulting from delays in meeting service dates due to construction delays or reasons beyond its control. If Customer delays installation for a period of three (3) months or longer after the parties' execution of this Agreement, Cox reserves the right to terminate this Agreement immediately at any time thereafter and Customer shall be responsible for the full amount of construction costs and any other related costs incurred by Cox as of the date of termination. AFTER THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR ONE (1) YEAR TERMS (EACH AN "EXTENDED TERM") UNLESS A PARTY GIVES THE OTHER PARTY WRITTEN TERMINATION NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE THEN EXISTING TERM. "Term" shall mean the Initial Term and Extended Term (s), if any. Cox reserves the right to increase rates for all Services by no more than ten percent (10%) during any Extended Term by providing Customer with at least sixty (60) days written notice of such rate increase. This limitation on rate increases shall not apply to video Services or Services whose rates, terms and conditions are governed by a Cox tariff or SG. Upon notice to Customer, Cox may change the rates for video Services periodically during the Initial Term and any Extended Term. Cox may change the rates for telephone Service subject to a Cox tariff or SG periodically during the Initial Term and any Extended Term. For the avoidance of doubt, promotion rates and promotional discounts provided to Customer will expire at the end of the Initial Term or earlier as set forth in the promotion language.

C2. **Payment** Customer shall pay for all monthly Service charges, plus one-time set-up, installation and/or construction charges. Unless stated otherwise herein, monthly charges for Services shall begin upon installation of Service, and installation charges, if any, shall be due upon completion of installation. Any amount not received by the due date shown on the applicable invoice will be subject to interest or a late charge no greater than the maximum rate allowed by law. If applicable to the Service, Customer shall pay sales, use, gross receipts, excise, access, universal service fund assessments, 911 fees, franchise fees, bypass or other local, state and Federal taxes or charges imposed on the use of the Services. Taxes will be separately stated on Customer's invoice. No interest will be paid on deposits unless required by law.

C3. **Service and Installation** Cox shall provide Customer with the "Services" identified on the first page of this Agreement. Customer is responsible for damage to any facilities or equipment installed or provided by Cox (the "Cox Equipment"). Customer may use the Services for any lawful purpose, provided that such purpose (a) does not interfere or impair the Cox network or Cox Equipment and (b) complies with the AUP. Customer shall use the Cox Equipment only for the purpose of receiving the Services. Unless provided otherwise herein, Cox shall use commercially reasonable efforts to maintain the Services in accordance with applicable performance standards. For cable modem Internet Services, bandwidth speeds may vary and Customer may not always receive or obtain optimal bandwidth speeds. Cox network management needs may require Cox to modify upstream and downstream speeds. Use of the data, Internet, web conferencing/web hosting Services shall be subject to the AUP at www.coxbusiness.com/acceptableusepolicy.pdf. Web hosting customers may view the AUP by clicking on the Control panel. The AUP may be amended from time to time during the Term of this Agreement. Customer's continued use of the Services following an AUP amendment shall constitute acceptance.

C4. **Customer Responsibilities** Customer is responsible for all internal wiring, Customer equipment (e.g. Customer phones, handsets, keystones, etc.), installation of hardware and software on Customer equipment, and arranging all necessary rights of access for Cox including space for cables, conduits, and Cox Equipment as necessary for Cox-authorized personnel to install, repair, inspect, maintain, replace, or remove any and all Cox Equipment. Customer shall provide a secured space with electrical power, climate control and protection against fire, vandalism, and other casualty for Cox Equipment. Customer shall use the Services in compliance with all applicable laws and ordinances, as well as applicable leases and other contractual agreements between Customer and third parties. If Customer engages in a public performance of any copyrighted material contained in any of the Services, Customer, and not Cox, shall be responsible for obtaining any public performing licenses. Customer is responsible for ensuring that Customer's equipment is compatible for the Services selected and with the Cox network.

C5. **Equipment** Unless otherwise provided herein, Customer agrees that Cox shall retain all rights, title and interest to the Cox Equipment, and Customer shall not create or permit to be created any liens or encumbrances on Cox Equipment. Internal Wiring shall not be considered Cox Equipment and shall become the property of Customer upon initiation of Service. For non-bulk video, Cox shall install Cox Equipment necessary to furnish the video Services to Customer. For bulk video, Cox shall install Cox Equipment necessary to furnish the video Service up to the Demarcation Point of Customer's premises (the "Premises"). Unless otherwise agreed by the parties in a written amendment to this Agreement, Customer and not Cox shall be responsible for providing a working Internal Distribution System for bulk video Service. Customer shall not modify or relocate Cox Equipment without Cox's prior written consent. Customer shall not permit tampering, altering, or repair of the equipment by any person other than Cox's authorized personnel. Customer shall, at the expiration or termination of this Agreement, return the Cox Equipment in good condition, ordinary wear and tear excepted. In the event the Cox Equipment is not returned to Cox in good condition, Customer shall be responsible for the depreciated value of the Cox Equipment. Cox shall repair any Cox Equipment at no charge to Customer provided that damage is not due to the negligence or intentional acts of Customer. If additional equipment, including but not limited to, televisions, monitors, computers, circuits, software, or other devices, are required by Customer to use the Services, Customer shall be responsible for providing such equipment.

C6. **Resale of Service** The Services covered by this Agreement are for retail use only. Unless authorized in writing by Cox, Customer may not resell any portion of the Service to any other party; provided, however, Customer may, with Cox's prior written consent, resell web hosting for third parties through the Services. Customer shall be responsible for any software and content displayed and distributed by Customer or Customer's web hosting customers, if any.

C7. **Default** If Customer fails to comply with any material provision of this Agreement or any other agreement with Cox, including, but not limited to failure to make payment as specified either in this Agreement or any other Agreement with Cox, then Cox, may pursue one or more of the following courses of action upon notice to Customer as required by

tariff or applicable law: (i) terminate Service whereupon all sums then due and payable shall become immediately due and payable, (ii) suspend all or any part of Services, and/or (iii) pursue any other remedies, including reasonable attorneys' fees, as may be provided at law or in equity, including the applicable termination liabilities.

C8. **Assignment** Customer may not assign or transfer any part of this Agreement without the prior written consent of Cox, which shall not be unreasonably withheld. Cox may assign this Agreement without Customer's consent (i) to any corporation or other entity that controls, is controlled by or is under common control with Cox (an "Affiliate"); (ii) to any corporation or other entity resulting from a merger, acquisition, consolidation or reorganization of or with Cox; or (iii) in connection with the sale of all or substantially all of the assets of Cox. Service may be provided by one or more Affiliates.

C9. **Regulatory Authority-Force Majeure** This Agreement and the obligations of the parties shall be subject to modification to comply with all applicable laws, regulations, court rulings, and administrative orders, as amended. In no event shall either party have any claim against the other for failure of performance if such failure is caused by acts of God, natural disasters, including fire, flood, or winds, civil or military action, including riots, civil insurrections, acts of terrorists, or the taking of property by condemnation.

C10. **Digital Millennium Copyright Act** Cox is registered under the Digital Millennium Copyright Act of 1998. Pursuant to 17 U.S.C. Section 512(c)3, if you believe that a Web page hosted by Cox is violating your rights under U.S. copyright law, you may file a complaint with Cox's designated agent. Please contact DMCA@Cox.com for information necessary to file your complaint with Cox.

C11. **E-Rate Customers** This paragraph applies only to Customers who are educational institutions, libraries or other entities who qualify as applicants seeking reimbursement under the Federal Universal Service Fund Schools and Libraries Program. Customer shall apply annually to the Schools and Libraries Division, "SLD" for E-Rate funding and Customer shall designate Cox as its provider of Services. Customer shall also provide Cox with all documentation that is in response to all queries, inquires and requests as part of the Program Integrity Assurance (PIA) process within three (3) business days of receipt and/or delivery thereof. Customer also acknowledges that increases and decreases in funding for Services may occur from the SLD. If Customer is denied SLD funding for any reason, Cox may then elect to decrease the level of Services provided to Customer. If full E-Rate funding is not received within six (6) months of application date, or by the opening of the application window for the following funding year, then Cox may terminate the Agreement without further liability to either party. Additionally, if full E-Rate funding is not received and Cox elects to terminate the Services during the Term, then Customer may be subject to termination liabilities.

C12. **Demarcation** The demarcation point for 1) Cox's telephone Service, is the punch-down box installed by Cox at Customer's location; and 2) Cox's internet Service, is the Ethernet port of the internet connection provided to Customer by Cox. Unless otherwise agreed by the parties, Customer is responsible for wiring, cabling, equipment and access beyond the applicable demarcation points.

C13. **Telephone Numbers** The terms and conditions associated with telephone numbers associated with Services are set forth in the Cox tariffs or, if applicable, the SG. Cox will be the carrier of record for Customer's assigned telephone numbers, and numbers that are ported to Cox from another carrier. These numbers, while not the property of Customer, are reserved for their sole usage during the time Service is active with Cox, and can be retained for Customer's use if ported to another carrier at the termination or expiration of this Agreement. All number assignments and use shall be subject to the rules and regulations of the North American Numbering Plan Administrator. Any telephone number designated by Cox in advance of the activation of Cox telephone Service is subject to change by Cox. Additional terms and conditions regarding telephone numbers are contained in Cox tariff(s) or, if applicable, the SG. Certain 10 digit dialed IntraLata calls are billed per minute long distance charges.

C14. **State-to-State and International Services** If Customer subscribes to or uses state-to-state and/or International telephone Services from Cox, such Services shall be provided pursuant to the terms and conditions contained in Cox Customer Service Agreement which may be found at www.cox.com/telephone/customerservicesagreement.asp and the terms and conditions at www.coxbusiness.com/products/voice/basicpricing/index.html.

C15. **PBX Usage and E911 Services** Customer is responsible for ensuring that Customer Premises Equipment (CPE) such as a Private Branch Exchange (PBX), provisioned on Cox's network is protected from fraudulent or unauthorized access. Customer is responsible for payment of all charges on their monthly billing statement, including any charges resulting from fraudulent or unauthorized access to any CPE. If Customer uses a PBX in connection with the Services, Customer is responsible for programming the PBX to ensure that agencies receiving E911 emergency calls through the PBX will receive appropriate information about the location of the caller. Customer is also responsible for informing Cox that it wishes to pass location information instead of the billing number associated with the account. For Cox Business VoiceManager Service, the web interface and toolbar are add-on features (integrated computer capabilities) designed to assist communications to and from the Cox Business VoiceManager phone line, including the ability to direct calls to wireless and other phones when Customer is away from their Cox Business VoiceManager office phone. Customer acknowledges that the web interface and toolbar, however, cannot be used to access E911 Services. For certain telephone Services, an embedded multimedia terminal adapter (eMTA), an integrated access device (IAD), or an analog terminal adaptor (ATA) will be provided and installed by Cox at no charge to Customer. ONLY THE EMTA AND ATA WILL HAVE BATTERY BACKUP PROVIDED BY COX. CUSTOMER IS RESPONSIBLE FOR BATTERY BACKUP FOR THE IAD. IN THE EVENT OF A POWER OUTAGE, YOUR TELEPHONE SERVICE USING AN EMTA OR ATA WILL CONTINUE TO OPERATE AS USUAL FOR UP TO EIGHT HOURS WITH THE BACKUP BATTERY PROVIDED BY COX. THE DURATION OF SERVICE DURING A POWER OUTAGE USING AN IAD WILL DEPEND ON CUSTOMER'S BATTERY BACKUP CHOICE. IF THE EMTA, ATA, OR IAD THAT SUPPLIES YOUR TELEPHONE SERVICE IS DISCONNECTED OR REMOVED AND/OR THE BATTERY IS NOT CHARGED OR IS DAMAGED, SERVICE, INCLUDING ACCESS TO 911 OR E911, WILL NOT BE AVAILABLE. COX SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY FAILURE TO RECEIVE SERVICE OR FOR THE FAILURE OF ANY 911 OR E911 CALL IF CUSTOMER REMOVES OR DISCONNECTS THE EMTA, ATA, OR IAD OR IF CUSTOMER FAILS TO CHARGE THE BATTERY FOR SAID DEVICES AT ANY TIME DURING THE TERM OF THIS AGREEMENT. COX USES YOUR TELEPHONE SERVICE ADDRESS TO IDENTIFY YOUR LOCATION FOR E911 SERVICE. TO ENSURE THAT E911 DISPATCH RECEIVES YOUR CORRECT ADDRESS, THE EMTA, ATA AND/OR IAD INSTALLED IN YOUR BUSINESS SHOULD NOT BE MOVED. PLEASE NOTIFY COX IF YOU WOULD LIKE TO MOVE OR RELOCATE YOUR TELEPHONE SERVICE. IT CAN TAKE UP TO 2 BUSINESS DAYS FOR YOUR NEW ADDRESS TO BE UPDATED.

C16. **Miscellaneous** This Agreement, the tariffs, the SGs (as applicable), and the other documents referenced herein constitute the entire agreement between Cox and Customer for the Services and Cox Equipment. While all of these documents are intended to be read together in a consistent manner, in the event of any conflict between or among the provisions of this Agreement, the tariffs, the SGs, and the documents referenced herein, the documents shall prevail in the following order: (i) the applicable Cox tariff or SG, (ii) the terms and conditions contained on the iVoIP Website, and (iii) the terms and conditions set forth in this Agreement. The invalidity or unenforceability of any term or condition of this Agreement shall not affect the validity or enforceability of any other provision. Except as provided herein, this Agreement may be modified, waived, or amended only by a written instrument signed by the parties. The rights and obligations of the parties under this Agreement shall be governed by the laws of the state where Services are installed. The failure by either party to exercise one or more rights provided in this Agreement shall not be deemed a waiver of the right to exercise such right in the future. Notices required by this Agreement shall be in writing and shall be delivered by overnight courier, hand delivery or regular mail to the other party at the address on this Agreement.

**ST-101**
EFO00149
10-20-09

Idaho State Tax Commission

# SALES TAX RESALE OR EXEMPTION CERTIFICATE

| Seller's Name | | | Buyer's Name | | |
|---|---|---|---|---|---|
| Cox Business | | | City of Hailey | | |
| Address | | | Address | | |
| 401 N 117th St | | | 115 S Main St | | |
| City | State | Zip Code | City | State | Zip Code |
| Omaha | NE | 68154 | Hailey | ID | 833333 |

**1. Buying for Resale.** I will sell, rent, or lease the goods I am buying in the regular course of my business.

a. Primary nature of business _____ Describe the products you sell, lease, or rent _____

b. Check the block that applies:
- ☐ Idaho registered retailer. Seller's permit number _____ (required - see instructions)
- ☐ Wholesale only, no retail sales
- ☐ Out-of-state retailer, no Idaho business presence

**2. Producer Exemptions** (see instructions). I will put the goods purchased to an exempt use in the business indicated below. Check the block that applies and complete the required information.
- ☐ Logging Exemption
- ☐ Broadcasting Exemption
- ☐ Publishing Free Newspapers
- ☐ Production Exemption (check one): ☐ Farming ☐ Ranching ☐ Manufacturing ☐ Processing ☐ Fabricating ☐ Mining

List the products you produce: _____

**3. Exempt Buyer.** All purchases are exempt, and no permit number is required. Check the block that applies.

- ☐ Advocates for Survivors of Domestic Violence and Sexual Assault, Inc.
- ☐ American Indian Tribe
- ☐ American Red Cross
- ☐ Amtrak
- ☐ Blind Services Foundation, Inc.
- ☐ Center for Independent Living
- ☐ Emergency Medical Service Agency
- ☑ Federal/Idaho Government Entity
- ☐ Forest Protective Association
- ☐ Idaho Foodbank Warehouse, Inc.
- ☐ Nonprofit Canal Company
- ☐ Nonprofit Children's Free Dental Service Clinic
- ☐ Nonprofit Hospital
- ☐ Nonprofit Museum
- ☐ Nonprofit School
- ☐ Qualifying Health Organization (see instructions for list)
- ☐ Senior Citizen Center
- ☐ State/Federal Credit Union
- ☐ Volunteer Fire Department

**4. Contractor Exemptions** (see instructions).

a. Invoice, purchase order, or job number to which this claim applies _____

b. City and state where job is located _____

c. Project owner name _____

d. This exempt project is: (check appropriate box)
- ☐ In a nontaxing state. (To qualify, materials must become part of the real property.)
- ☐ An agricultural irrigation project.
- ☐ For production equipment owned by a producer who qualifies for the production exemption.

**5. Other Exempt Goods and Buyers** (see instructions).

- ☐ Aircraft used to transport passengers or freight for hire
- ☐ Aircraft purchased by nonresident for out-of-state use
- ☐ American Indian buyer holding Tribal I.D. No._____.
  This form doesn't apply to vehicles or boats. See instructions.
- ☐ Church buying goods for food bank or to sell meals to members
- ☐ Food bank or soup kitchen buying food or food service goods
- ☐ Glider kits for IRP-registered vehicles
- ☐ Heating fuel
- ☐ Livestock sold at a public livestock market
- ☐ Medical items that qualify
- ☐ Pollution control items
- ☐ Research and development goods
- ☐ Snowmaking/grooming equipment, or aerial tramway component
- ☐ Other goods or entity exempt by law under the following statute (required: _____)

**Buyer: Read and sign.** *I certify that all statements I have made on this form are true and correct to the best of my knowledge. I understand that falsification of this certificate for the purpose of evading payment of tax is a misdemeanor. Other penalties may also apply.*

| Buyer's Name (please print) | Buyer's Signature | Title |
|---|---|---|
| | | |
| Buyer's Federal EIN or Driver's License No. and State of Issue | Date | |
| | | |

**Seller:** Each exemption a customer may claim on this form has special rules (see instructions). It's your responsibility to learn the rules. You must charge tax to any customers and on any goods that don't qualify for a claimed exemption and are taxable by law.

- This form may be reproduced.
- This form is valid only if all information is complete.
- The seller must keep this form.

**Robin Crotty** Quest Proposal

**From:** Amber Tuttle [amber@elite-networks.com]
**Sent:** Wednesday, May 25, 2011 9:42 AM
**To:** Robin Crotty
**Subject:** RE: List of phone numbers

Robin,

Thank you for the update, I completely understand. One word of caution with going with a Cable provider, especially for phone service, is that if you don't have power, you don't have phones. And in a situation with a city like yours where your fire and police depend on the phones, it would be something to really consider.

My company sells VOIP service through providers like Cox, Comcast, etc… but we definitely don't recommend it for anyone with more than a couple lines due to the fact it's so unstable.

Let me know if any new questions arise, and have a wonderful holiday weekend if we don't talk before!

Thanks!
Amber

**Amber L. Tuttle**

Senior Account Manager | **Elite Networks, Inc.** | 10332 W. Ustick Rd | Boise, ID 83704 | Phone: 208.275.0083

Fax: 208.287.3185 | Toll-Free: 866.729.5588 | amber@elite-networks.com | www.elite-networks.com



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**From:** Robin Crotty [mailto:robin.crotty@haileycityhall.org]
**Sent:** Wednesday, May 25, 2011 9:30 AM
**To:** Amber Tuttle
**Subject:** RE: List of phone numbers

Amber,
Thanks for following up. Mayor and Council did not sign the agreement. They have asked me to get a bid from Cox before proceeding with any contracts. I will be in touch as soon as have that completed.

Thank you,
Robin Crotty

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**From:** Amber Tuttle [mailto:amber@elite-networks.com]
**Sent:** Tuesday, May 24, 2011 4:04 PM

# City of Hailey

By:
Amber Tuttle
(866) 729-5588

## Current Qwest Services

| Account Number | Qty | Service Description | Monthly Per Unit | Monthly Total |
|---|---|---|---|---|
| 208 788 9814 | 8 | QCB Lines | $45.00 | $360.00 |
| 115 S Main St | 5 | QCBPrime Lines | $40.00 | $200.00 |
| | 6 | Add-a-Lines | $35.00 | $210.00 |
| | 19 | Federal Access Line Charges | $6.35 | $120.65 |
| | | | | **$890.65** |
| 208 578 0248 | 2 | QCB Lines | $45.00 | $90.00 |
| 4297 Glenbrook | 3 | Add-a-Lines | $35.00 | $105.00 |
| | 5 | Federal Access Line Charges | $6.35 | $31.75 |
| | | | | **$226.75** |
| 208 788 3147 | 3 | QCBPrime Lines | $40.00 | $120.00 |
| 115 S Main St | 3 | Federal Access Line Charges | $6.35 | $19.05 |
| | | | | **$139.05** |
| 208 788 2127 | 1 | QCB Lines | $45.00 | $45.00 |
| 1833 Merlin Loop | 2 | Add-a-Lines | $35.00 | $70.00 |
| | 3 | Federal Access Line Charges | $6.35 | $19.05 |
| | | | | **$134.05** |
| | | **Current Total** | | **$1,390.50** |

## Proposed Services from Qwest

| Account Number | Qty | Service Description | 3 Year Per Unit | 3 Year Total |
|---|---|---|---|---|
| 208 788 9814 | 1 | QCB Lines | $26.99 | $26.99 |
| 115 S Main St | 6 | QCBPrime Lines | $25.99 | $155.94 |
| | 12 | Add-a-Lines | $24.99 | $299.88 |
| | 19 | Federal Access Line Charges | $6.35 | $120.65 |
| | | | | **$603.46** |
| 208 578 0248 | 1 | QCB Lines | $26.99 | $26.99 |
| 4297 Glenbrook | 4 | Add-a-Lines | $24.99 | $99.96 |
| | 5 | Federal Access Line Charges | $6.35 | $31.75 |
| | | | | **$158.70** |
| 208 788 3147 | 3 | QCBPrime Lines | $25.99 | $77.97 |
| 115 S Main St | 3 | Federal Access Line Charges | $6.35 | $19.05 |
| | | | | **$97.02** |
| 208 788 2127 | 1 | QCB Lines | $26.99 | $26.99 |
| 1833 Merlin Loop | 2 | Add-a-Lines | $24.99 | $49.98 |
| | 3 | Federal Access Line Charges | $6.35 | $19.05 |
| | | | | **$96.02** |
| | | **Proposed Total** | | **$955.20** |

| | |
|---|---|
| **Monthly Savings** (compared to non-contracted monthly rates) | **$435.30** |
| **Annual Savings** | **$5,223.60** |
| **Savings over term** | **$15,670.80** |

**Rate plans shown above are not automatically applied, written authorization is required.**

Rates are based on term commitment. Early term y apply if services are terminated prior to end date.

Qwest. | Business Partner Program

Letter of Agency

Date: 4/27/2011

To: Qwest Communications

From: Amber L. Tuttle
Elite Networks
10332 W Ustick Rd
Boise, ID, 83704

This Letter of Agency ("LOA") hereby authorizes Amber Tuttle/Elite Networks to act as our agent for the purpose of ordering, coordinating, discussing and arranging communications services at the location indicated below and specifically authorizes release of all customer records to Amber Tuttle/Elite Networks, including but not limited to billing records, services records, and network and equipment records. We accept full responsibility for all authorized orders placed by our authorized agent with Qwest Communications on our behalf.

This LOA will become effective on 4/27/2011 and will remain in effect for (initial one of the following):

_____ a period of one year unless revoked in writing prior to that date

_____ indefinitely, until revoked in writing

This LOA does not preclude our ability to act in our own behalf when we deem it necessary. Any questions relating to this matter may be directed to Amber Tuttle at 208.275.0083 or toll free at 866.729.5588. PLEASE SIGN, FILL OUT AND FAX BACK TO 866.729.5587.

_____
Customer Signature

Customer Printed Name _____
Customer Title _____
Company Name City of Hailey
Customer Address, City, State, ZIP 115 Main St S, Ste H, Hailey, ID 83333

Partner (indicated above) and Qwest Communications agree to protect Customer Proprietary Network Information (CPNI) on behalf of our joint Customer (indicated above).

Qwest. | Business Partner Program

**Letter of Agency**

Date: 2/27/2008

To: Qwest Communications

From: ELITE NETWORKS
214 S COLE RD
BOISE, ID 83709

This Letter of Agency ("LOA") hereby authorizes Elite Networks to act as our agent for the purpose of ordering, coordinating, discussing and arranging communications services at the location indicated below and specifically authorizes release of all customer records to Elite Networks, including but not limited to billing records, services records, and network and equipment records. We accept full responsibility for all authorized orders placed by our authorized agent with Qwest Communications on our behalf.

This LOA is expired

This LOA will become effective on 2/27/2008 and will remain in effect for a period of one year unless revoked in writing prior to that date. This does not preclude our ability to act in our own behalf when we deem it necessary. Any questions relating to this matter may be directed to Sarah Shifley @ 208-275-0082 or sarah@elite-networks.com.

Heather Dawson
Customer Signature

CITY OF HAILEY
HEATHER DAWSON
HAILEY CITY ADMINISTRATOR
115 MAIN ST S SUITE H
HAILEY, ID 83333

Partner (indicated above) and Qwest Communications agree to protect Customer Proprietary Network Information (CPNI) on behalf of our joint Customer (indicated above).

## AGENDA ITEM SUMMARY

**DATE:** ~~05/24/2011~~ 6/13/2011 **DEPARTMENT:** Library **DEPT. HEAD SIGNATURE:** LeAnn Gelskey

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**SUBJECT**

Motion to declare surplus equipment—the collection is maintained by a regular weeding schedule. Unused materials are pulled from the collection based on usage reports, condition of the item and other factors included in our selection policy. Items that are removed are donated to the Friends of the Hailey Public Library to be used in their annual Book and Bake Sale held in October.

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**AUTHORITY**: ☐ ID Code ☐ IAR _____ ☐ City Ordinance/Code _____

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**BACKGROUND**:

In order to make room for our collection, regular weeding of the collection is needed. This also allows the collection to stay fresh and current. The weeding schedule and selection policy is included. The Hailey Public Library Board of Trustees has approved the weeding schedule and the selection policy.

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**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS**:
Budget Line Item # YTD Line Item Balance $_____

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**ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS**:

| | | | |
|---|---|---|---|
| ___ City Attorney | ___ Clerk / Finance Director | ___ Engineer | ___ Mayor |
| ___ P & Z Commission | ___ Parks & Lands Board | ___ Public Works | ___ Other |

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**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD**:

Motion to approve surplus materials and authorize the removal and donation of old materials.

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**FOLLOW UP NOTES:**

# WEEDING SCHEDULE

| DATE | SECTION |
|---|---|
| JANUARY | 700-800 |
| FEBRUARY | FICTION A-L |
| MARCH | PICTURE |
| APRIL | JUVENILE FICTION |
| MAY | 000-300 |
| JUNE | 400-600 |
| JULY | 700-900 |
| AUGUST | GRAPHIC NOVELS-ALL |
| SEPTEMBER | AUDIO, VIDEO |
| OCTOBER | MUSIC, PLAYAWAYS |
| NOVEMBER | JUVENILE NON-FICTION |
| DECEMBER | FICTION M-Z |

## B. SELECTION POLICY

**Objectives**
The Hailey Public Library provides current high interest materials and information for citizens of all ages. This task includes creating an environment conducive to reading, learning, entertainment and discovery.

**Guidelines**
The Trustees of the Hailey Public Library support the Library Bill of Rights observed by the American Library Association, and it serves as the basis for this policy and other lending policies of the library. Choice of materials will result from a variety of professional activities on the part of the Library Director. Reviews of new books from both professional journals and popular reviewing media form an important tool in the selection process. Recommendations from the staff and the public are also welcome and evaluated within the framework of the acquisition process.

**Responsibility**
The Library Director has the final responsibility for the selection of all material to be incorporated into the library's collection, regardless of the mode of acquisition. It is the Director's responsibility to provide materials that are of both current interest and permanent value, that are up-to-date, that are responsive to the interests and needs of every segment of the community and that do not discriminate against any political, religious, economic, or social view or group through deliberate exclusion of their view. The director shall try to provide diversity of materials without exercising either direct or implied censorship. The Director shall be responsible for expending available funds in an equitable manner so that all divisions of the collection receive appropriate proportion of said funds.

**Selection Criteria**

General Criteria
All acquisitions, whether purchased or donated, are considered in terms of the standards listed below. However, an item need not meet all of the criteria in order to be acceptable. Materials are evaluated on the significance of the entire work rather than individual parts. When judging the quality of materials, several standards and combinations of standards may be used. The following criteria will guide selection:

- Attention of critics, reviewers, media and public
- Availability of material in other area libraries
- Community interest
- Contemporary significance or permanent value
- Format and ease of use
- Price, availability, and demand
- Relation to existing collection and to other materials on the subject
- Reputation and/or authority of the author, editor or illustrator
- Scarcity of information in the subject area

Material Specific

- Periodicals are purchased to supplement the book collection, provide recreational and professional reading, and/or provide material not yet available in book form. Selection of periodicals will be based upon their consideration as authoritative, objective, of local interest and demand.
- Gifts of books and other items will be accepted on the condition that the Director has the authority to make whatever disposition he or she deems advisable. Gifts will be judged upon the same basis as purchased materials.

**Collection Maintenance**

To maintain the effectiveness of the library's total collection, the library will attempt to systematically remove materials no longer useful. The Library does not automatically replace all materials withdrawn because of loss, damage or wear. Need for replacement is weighed with regard to several factors: number of duplicated copies, existence of adequate coverage of a field, similar material in the collection, later or more authoritative materials as well as current demand for the particular subject or title.

**Reconsideration**

Patrons requesting that material in the collection be reconsidered may complete a "Material Selection Inquiry Form". The inquiry will be placed on the agenda of the next regular meeting of the Hailey Public Library Board of Trustees. Their decision will be based upon this selection policy after due consideration of the report of the Library Director and the patron's inquiry. The library recognizes that some materials may be controversial and that any given item may offend some patron. Selection or retention of materials will not be made on the basis of anticipated approval or disapproval of any group of patrons, but solely on the basis of the principles stated in this policy. Library material will not be marked or identified to show approval or disapproval of their contents, and no library material will be sequestered, except to protect it from theft. Responsibility for the reading of children rests with their parents or legal guardians.