AGENDA ITEM SUMMARY

DATE: 10/11/10  DEPARTMENT:  PW - Streets  DEPT. HEAD SIGNATURE:  

SUBJECT:  Motion to extend five snow plowing agreements with Sluder Construction for the 2010/2011 snow season and authorize the Mayor to sign.

AUTHORITY:  □ ID Code  □ IAR  □ City Ordinance/Code  
(IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Based upon the excellent working relationship with Sluder Construction during the 2009/2010 snow season the Public Works Director recommends extending the agreements for the 2010/2011 snow season for supplying 4 haul trucks and operators, 2 loaders and operators, one snow dozer and operator, CDL operators as needed and to operate the city-owned Snowblower at the same hourly cost as 2009/2010.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:  Caselle #  
Budget Line Item #  YTD Line Item Balance $  
Estimated Hours Spent to Date:  Estimated Completion Date:  
Staff Contact:  Tom Hellen  Phone #  788-9830 Ext 14  
Comments:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:  (IFAPPLICABLE)

□ City Attorney  □ Clerk / Finance Director  □ Engineer  □ Building  
□ Library  □ Planning  □ Fire Dept.  
□ Safety Committee  □ P & Z Commission  □ Police  
□ Streets  □ Public Works, Parks  □ Mayor  

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date

City Clerk

FOLLOW-UP:
CONTRACT FOR SERVICES

THIS CONTRACT FOR SERVICES ("Agreement") is made this ___ day of ________
2010, by and between the City Hailey, Idaho, a body corporate and politic and a political
subdivision of the State of Idaho ("City"), and Sluder Construction, Inc. ("Contractor").

RECITALS

A The City is authorized pursuant to Idaho law to enter into contracts for services
including services for snowplowing.

B Subject to the terms and conditions of this Agreement, the Contractor is willing to
provide snowplowing services and snowplowing equipment for the City during the winter of
2010/11.

AGREEMENT

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

1. TERM. This Agreement shall be effective upon execution of the Agreement and
will continue in full force and effect through the 30th day of September, 2011. The term of this
Agreement may be extended by the parties by agreement in writing.

2. SERVICES. Contractor agrees to employ and furnish all necessary personnel
with Class A CDL to operate both City and Contractor vehicles and to furnish and maintain four
(4) ten yard end dump trucks together with necessary supplies and equipment, and such other
items as are reasonably necessary to provide snow plowing services within the corporate limits
of the City. The City will generally direct the Contractor to perform snowplowing services under
certain conditions and at certain times and locations, to be determined by the City in its sole
discretion.

3. **CONSIDERATION.** In consideration for the services performed by the Contractor according to the terms of this Agreement, the City shall pay Contractor $84.50 per hour for each end dump truck. Contractor shall provide monthly invoices to the City for any charges incurred during a month on or before the 5th day of January, 2011, and continuing on the 5th day of every month thereafter during the period of providing snowplowing services under this Agreement. The parties understand that $84.50 per hour for an end dump truck includes the costs of the operator of the end dump truck. The City shall pay all invoices by the last day of the month when the invoice was received.

4. **INDEPENDENT CONTRACTOR.** The parties acknowledge and agree that the Contractor is an independent contractor of the City, and that the personnel of the Contractor performing the services under this Agreement are employees of the Contractor only, and that the Contractor is solely responsible for the payment of wages and benefits and the coverage of insurance, including worker's compensation. It is furthermore agreed that the City shall not be liable for compensation or indemnity to any of the employees of Contractor for injuries or sickness arising out of the performance of services under this Agreement, and Contractor hereby agrees to indemnify and hold harmless City from any such liability or claim.

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

6. **INDEMNIFICATION.** The Contractor covenants and agrees to indemnify, defend and hold the City harmless from and against any and all claims, demands, causes of action, suits, losses, liabilities, damages, costs and expenses, including attorney fees, that may accrue, directly or indirectly, by reason of any act or omission on the part of the Contractor, its agents, employees, assigns or anyone subcontracting with Contractor, related to damages that arise out of the Contractor's services under this Agreement, to bodily injury, property damage, personal injury and death that arise out of the Contractor's services under this Agreement, and to the provision of any service or duty under this Agreement. Contractor shall have the duty to
appear and defend any such demand, claim, suit or action on behalf of the City, without cost or expense to the City.

7. **TERMINATION.** Any party to this Agreement may terminate its obligations under this Agreement upon providing the other parties with thirty (30) days written notice. In the event the Agreement is terminated for cause, the City shall pay Contractor for its services incurred before the date of the service of the written notice of termination, and only the pro rata amount of the minimum payment for the loaders which would be payable at the end of the month in which the notice is delivered. In the event the Agreement is terminated without cause, the City shall pay Contractor for its services incurred before the date of the service of the written notice of termination, and the entire amount of the minimum payment for the loaders which would be due under this Agreement.

8. **MISCELLANEOUS PROVISIONS.**

8.1 **Notices.** Any notice under this Agreement shall be in writing and shall be effective when actually delivered in person or three days after being deposited in the U.S. mail, registered or certified, postage prepaid and addressed to the party at the address stated in this Agreement or such other address as either party may designate by written notice to the other.

8.2 **Waiver.** The waiver by either party of the breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach.

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

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

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

8.6 **Entire Agreement.** This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement.

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

8.8 **Facsimile.** Facsimile transmission of any signed original document and retransmission of any signed facsimile transmission shall be same as delivery of the original.

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

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

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

8.12 **Amendment.** This Agreement may be revised, amended, or canceled in whole or in part, only be means of a written instrument executed by both parties hereto.

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

IN WITNESS WHEREOF, the parties hereto have executed this Contract for Services on the day and year first above written.
CITY OF HAILEY

By

Richard L. Davis, Mayor

ATTEST:

Mary Cone, City Clerk

By ___________________________
CONTRACT FOR SERVICES

THIS CONTRACT FOR SERVICES ("Agreement") is made this ___ day of ______, 2010, by and between the City Hailey, Idaho, a body corporate and politic and a political subdivision of the State of Idaho ("City"), and Sluder Construction, Inc. ("Contractor").

RECITALS

A The City is authorized pursuant to Idaho law to enter into contracts for services including services for snowplowing.

B Subject to the terms and conditions of this Agreement, the Contractor is willing to provide snowplowing services and snowplowing equipment for the City during the winter of 2010/11.

AGREEMENT

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

1. TERM. This Agreement shall be effective upon execution of the Agreement and will continue in full force and effect through the 30th day of September, 2011. The term of this Agreement may be extended by the parties by agreement in writing.

2. SERVICES. Contractor agrees to employ and furnish all necessary personnel with Class A CDL to furnish and maintain two (2) loaders together with necessary supplies and equipment, and such other items as are reasonably necessary to provide snow plowing services within the corporate limits of the City. The parties agree that the City shall provide all necessary fuel for the operation of the end dump trucks and loaders for work necessary under this Agreement. The City will generally direct the Contractor to perform snowplowing services
under certain conditions and at certain times and locations, to be determined by the City in its sole discretion.

3. **CONSIDERATION.** In consideration for the services performed by the Contractor according to the terms of this Agreement, the City shall pay Contractor $79.00 per hour for each loader for the two loaders. Contractor shall provide monthly invoices to the City for any charges incurred during a month on or before the 5th day of January, 2011, and continuing on the 5th day of every month thereafter during the period of providing snowplowing services under this Agreement. The parties understand that $79.00 per hour for each loader includes the costs of the operator of the loader. The City shall pay all invoices by the last day of the month when the invoice was received.

4. **INDEPENDENT CONTRACTOR.** The parties acknowledge and agree that the Contractor is an independent contractor of the City, and that the personnel of the Contractor performing the services under this Agreement are employees of the Contractor only, and that the Contractor is solely responsible for the payment of wages and benefits and the coverage of insurance, including worker's compensation. It is furthermore agreed that the City shall not be liable for compensation or indemnity to any of the employees of Contractor for injuries or sickness arising out of the performance of services under this Agreement, and Contractor hereby agrees to indemnify and hold harmless City from any such liability or claim.

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

6. INDEMNIFICATION. The Contractor covenants and agrees to indemnify,
defend and hold the City harmless from and against any and all claims, demands, causes of
action, suits, losses, liabilities, damages, costs and expenses, including attorney fees, that may
accrue, directly or indirectly, by reason of any act or omission on the part of the Contractor, its
agents, employees, assigns or anyone subcontracting with Contractor, related to damages that
arise out of the Contractor's services under this Agreement, to bodily injury, property damage,
personal injury and death that arise out of the Contractor's services under this Agreement, and to
the provision of any service or duty under this Agreement. Contractor shall have the duty to
appear and defend any such demand, claim, suit or action on behalf of the City, without cost or
expense to the City.

7. **TERMINATION.** Any party to this Agreement may terminate its obligations
under this Agreement upon providing the other parties with thirty (30) days written notice. In
the event the Agreement is terminated for cause, the City shall pay Contractor for its services
incurred before the date of the service of the written notice of termination, and only the pro rata
amount of the minimum payment for the loaders which would be payable at the end of the month
in which the notice is delivered. In the event the Agreement is terminated without cause, the
City shall pay Contractor for its services incurred before the date of the service of the written
notice of termination, and the entire amount of the minimum payment for the loaders which
would be due under this Agreement.

8. **MISCELLANEOUS PROVISIONS.**

8.1 **Notices.** Any notice under this Agreement shall be in writing and shall be
effective when actually delivered in person or three days after being deposited in the U.S. mail,
registered or certified, postage prepaid and addressed to the party at the address stated in this
Agreement or such other address as either party may designate by written notice to the other.

8.2 **Waiver.** The waiver by either party of the breach of any provision of this
Agreement by the other party shall not operate or be construed as a waiver of any subsequent
breach.

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

8.4 **Law Governing.** This Agreement shall be governed by and construed in
accordance with the laws of the State of Idaho.
8.5 **Attorney’s Fees.** In the event of any dispute with regard to the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recover his/her reasonable costs and attorneys’ fees incurred therein, whether or not a lawsuit is actually filed, and on any appeals, and in any bankruptcy proceeding.

8.6 **Entire Agreement.** This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement.

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

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

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

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

8.12 **Amendment.** This Agreement may be revised, amended, or canceled in whole or in part, only be means of a written instrument executed by both parties hereto.

8.13 **Interpretation.** This Agreement shall be liberally construed in accordance with the general purposes of this Agreement and interpreted and enforced under the laws of the State of Idaho. No presumption shall exist in favor of or against any party to this Agreement as the result of drafting and preparing this Agreement. The headings in this Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of the Agreement or any provisions of the Agreement.
IN WITNESS WHEREOF, the parties hereto have executed this Contract for Services on the day and year first above written.

CITY OF HAILEY

By ____________________________
Richard L. Davis, Mayor

ATTEST:

________________________________
Mary Cone, City Clerk

By ____________________________
CONTRACT FOR SERVICES

THIS CONTRACT FOR SERVICES ("Agreement") is made this ___ day of ______, 2010, by and between the City Hailey, Idaho, a body corporate and politic and a political subdivision of the State of Idaho ("City"), and Sluder Construction, Inc. ("Contractor").

RECATIALS

A. The City is authorized pursuant to Idaho law to enter into contracts for services including services for snowplowing.

B. Subject to the terms and conditions of this Agreement, the Contractor is willing to provide snowplowing services and snowplowing equipment for the City during the winter of 2010/11.

AGREEMENT

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

1. TERM. This Agreement shall be effective upon execution of the Agreement and will continue in full force and effect through the 30th day of September, 2011. The term of this Agreement may be extended by the parties by agreement in writing.

2. SERVICES. Contractor agrees to employ and furnish all necessary personnel with Class A CDL to operate City and vehicles to provide snow plowing services within the corporate limits of the City. The City will generally direct the Contractor to perform snowplowing services under certain conditions and at certain times and locations, to be determined by the City in its sole discretion.

3. CONSIDERATION. In consideration for the services performed by the
Contractor according to the terms of this Agreement, the City shall pay Contractor $40.00 per hour straight-time, $50.00 per hour for overtime for each Class A CDL operator. Contractor shall provide monthly invoices to the City for any charges incurred during a month and for the minimum charge for the loaders on or before the 5th day of January, 2011, and continuing on the 5th day of every month thereafter during the period of providing snowplowing services under this Agreement. The City shall pay all invoices by the last day of the month when the invoice was received.

4. **INDEPENDENT CONTRACTOR.** The parties acknowledge and agree that the Contractor is an independent contractor of the City, and that the personnel of the Contractor performing the services under this Agreement are employees of the Contractor only, and that the Contractor is solely responsible for the payment of wages and benefits and the coverage of insurance, including worker's compensation. It is furthermore agreed that the City shall not be liable for compensation or indemnity to any of the employees of Contractor for injuries or sickness arising out of the performance of services under this Agreement, and Contractor hereby agrees to indemnify and hold harmless City from any such liability or claim.

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

6. **INDEMNIFICATION.** The Contractor covenants and agrees to indemnify, defend and hold the City harmless from and against any and all claims, demands, causes of action, suits, losses, liabilities, damages, costs and expenses, including attorney fees, that may accrue, directly or indirectly, by reason of any act or omission on the part of the Contractor, its agents, employees, assigns or anyone subcontracting with Contractor, related to damages that arise out of the Contractor's services under this Agreement, to bodily injury, property damage, personal injury and death that arise out of the Contractor's services under this Agreement, and to the provision of any service or duty under this Agreement. Contractor shall have the duty to appear and defend any such demand, claim, suit or action on behalf of the City, without cost or expense to the City.
7. **TERMINATION.** Any party to this Agreement may terminate its obligations under this Agreement upon providing the other parties with thirty (30) days written notice. In the event the Agreement is terminated for cause, the City shall pay Contractor for its services incurred before the date of the service of the written notice of termination, and only the pro rata amount of the minimum payment for the loaders which would be payable at the end of the month in which the notice is delivered. In the event the Agreement is terminated without cause, the City shall pay Contractor for its services incurred before the date of the service of the written notice of termination, and the entire amount of the minimum payment for the loaders which would be due under this Agreement.

8. **MISCELLANEOUS PROVISIONS.**

8.1 **Notices.** Any notice under this Agreement shall be in writing and shall be effective when actually delivered in person or three days after being deposited in the U.S. mail, registered or certified, postage prepaid and addressed to the party at the address stated in this Agreement or such other address as either party may designate by written notice to the other.

8.2 **Waiver.** The waiver by either party of the breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach.

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

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

8.5 **Attorney’s Fees.** In the event of any dispute with regard to the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recover his/her reasonable costs and attorneys’ fees incurred therein, whether or not a lawsuit is actually filed, and on any appeals, and in any bankruptcy proceeding.
8.6  **Entire Agreement.** This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement.

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

8.8  **Facsimile.** Facsimile transmission of any signed original document and retransmission of any signed facsimile transmission shall be same as delivery of the original.

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

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

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

8.12 **Amendment.** This Agreement may be revised, amended, or canceled in whole or in part, only be means of a written instrument executed by both parties hereto.

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

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

CITY OF HAILEY

- 56 -
By
Richard L. Davis, Mayor

ATTEST:

Mary Cone, City Clerk

By __________________________
CONTRACT FOR SERVICES

THIS CONTRACT FOR SERVICES ("Agreement") is made this ___ day of ___, 2010, by and between the City Hailey, Idaho, a body corporate and politic and a political subdivision of the State of Idaho ("City"), and Sluder Construction, Inc. ("Contractor").

RECEITALS

A. The City is authorized pursuant to Idaho law to enter into contracts for services including services for snowplowing.

B. Subject to the terms and conditions of this Agreement, the Contractor is willing to provide snowplowing services and snowplowing equipment for the City during the winter of 2010/11.

AGREEMENT

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

1. TERM. This Agreement shall be effective upon execution of the Agreement and will continue in full force and effect through the 30th day of September, 2011. The term of this Agreement may be extended by the parties by agreement in writing.

2. SERVICES. Contractor agrees to employ and furnish all necessary personnel with Class A CDL to operate a City owned snow blower to provide snow plowing services within the corporate limits of the City. The City will generally direct the Contractor to perform snowplowing services under certain conditions and at certain times and locations, to be determined by the City in its sole discretion.

3. CONSIDERATION. In consideration for the services performed by the
Contractor according to the terms of this Agreement, the City shall pay Contractor $50.00 per hour for the Class A CDL operator. Contractor shall provide monthly invoices to the City for any charges incurred during a month on or before the 5th day of January, 2011, and continuing on the 5th day of every month thereafter during the period of providing snowplowing services under this Agreement. The City shall pay all invoices by the last day of the month when the invoice was received.

4. **INDEPENDENT CONTRACTOR.** The parties acknowledge and agree that the Contractor is an independent contractor of the City, and that the personnel of the Contractor performing the services under this Agreement are employees of the Contractor only, and that the Contractor is solely responsible for the payment of wages and benefits and the coverage of insurance, including worker's compensation. It is furthermore agreed that the City shall not be liable for compensation or indemnity to any of the employees of Contractor for injuries or sickness arising out of the performance of services under this Agreement, and Contractor hereby agrees to indemnify and hold harmless City from any such liability or claim.

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

6. **INDEMNIFICATION.** The Contractor covenants and agrees to indemnify, defend and hold the City harmless from and against any and all claims, demands, causes of action, suits, losses, liabilities, damages, costs and expenses, including attorney fees, that may accrue, directly or indirectly, by reason of any act or omission on the part of the Contractor, its agents, employees, assigns or anyone subcontracting with Contractor, related to damages that arise out of the Contractor’s services under this Agreement, to bodily injury, property damage, personal injury and death that arise out of the Contractor’s services under this Agreement, and to the provision of any service or duty under this Agreement. Contractor shall have the duty to appear and defend any such demand, claim, suit or action on behalf of the City, without cost or expense to the City.

7. **TERMINATION.** Any party to this Agreement may terminate its obligations
under this Agreement upon providing the other parties with thirty (30) days written notice. In the event the Agreement is terminated for cause, the City shall pay Contractor for its services incurred before the date of the service of the written notice of termination, and only the pro rata amount of the minimum payment for the loaders which would be payable at the end of the month in which the notice is delivered. In the event the Agreement is terminated without cause, the City shall pay Contractor for its services incurred before the date of the service of the written notice of termination, and the entire amount of the minimum payment for the loaders which would be due under this Agreement.

8. **MISCELLANEOUS PROVISIONS.**

8.1 **Notices.** Any notice under this Agreement shall be in writing and shall be effective when actually delivered in person or three days after being deposited in the U.S. mail, registered or certified, postage prepaid and addressed to the party at the address stated in this Agreement or such other address as either party may designate by written notice to the other.

8.2 **Waiver.** The waiver by either party of the breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach.

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

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

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

8.6 **Entire Agreement.** This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement.

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

8.8 **Facsimile.** Facsimile transmission of any signed original document and retransmission of any signed facsimile transmission shall be same as delivery of the original.

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

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

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

8.12 **Amendment.** This Agreement may be revised, amended, or canceled in whole or in part, only be means of a written instrument executed by both parties hereto.

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

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

CITY OF HAILEY

By

Richard L. Davis, Mayor

ATTEST:

Mary Cone, City Clerk

By ________________________________
CONTRACT FOR SERVICES

THIS CONTRACT FOR SERVICES ("Agreement") is made this ___ day of ______, 2010, by and between the City Hailey, Idaho, a body corporate and politic and a political subdivision of the State of Idaho ("City"), and Sluder Construction, Inc. ("Contractor").

RECITALS

A The City is authorized pursuant to Idaho law to enter into contracts for services including services for snowplowing.

B Subject to the terms and conditions of this Agreement, the Contractor is willing to provide snowplowing services and snowplowing equipment for the City during the winter of 2010/11.

AGREEMENT

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

1. TERM. This Agreement shall be effective upon execution of the Agreement and will continue in full force and effect through the 30th day of September, 2011. The term of this Agreement may be extended by the parties by agreement in writing.

2. SERVICES. Contractor agrees to employ and furnish all necessary personnel with Class A CDL to furnish, operate and maintain a D65PX low ground pressure dozer, together with necessary supplies and equipment, and such other items as are reasonably necessary to provide snow plowing services within the corporate limits of the City. The parties agree that the City shall provide all necessary fuel for the operation of the dozer for work necessary under this Agreement. The City will generally direct the Contractor to perform
snowplowing services under certain conditions and at certain times and locations, to be
determined by the City in its sole discretion.

3. **CONSIDERATION.** In consideration for the services performed by the
Contractor according to the terms of this Agreement, the City shall pay Contractor $94.50 per
hour for each Class A CDL operator, and $94.50 per hour for the dozer. The parties understand
that $94.50 per hour for the dozer includes the costs of the operator of the dozer. Contractor
shall provide monthly invoices to the City for any charges incurred during a month on or before
the 5th day of January, 2011, and continuing on the 5th day of every month thereafter during the
period of providing snowplowing services under this Agreement. The City shall pay all invoices
by the last day of the month when the invoice was received.

4. **INDEPENDENT CONTRACTOR.** The parties acknowledge and agree that the
Contractor is an independent contractor of the City, and that the personnel of the Contractor
performing the services under this Agreement are employees of the Contractor only, and that the
Contractor is solely responsible for the payment of wages and benefits and the coverage of
insurance, including worker's compensation. It is furthermore agreed that the City shall not be
liable for compensation or indemnity to any of the employees of Contractor for injuries or
sickness arising out of the performance of services under this Agreement, and Contractor hereby
agrees to indemnify and hold harmless City from any such liability or claim.

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

6. INDEMNIFICATION. The Contractor covenants and agrees to indemnify, defend and hold the City harmless from and against any and all claims, demands, causes of action, suits, losses, liabilities, damages, costs and expenses, including attorney fees, that may accrue, directly or indirectly, by reason of any act or omission on the part of the Contractor, its agents, employees, assigns or anyone subcontracting with Contractor, related to damages that arise out of the Contractor's services under this Agreement, to bodily injury, property damage, personal injury and death that arise out of the Contractor's services under this Agreement, and to
the provision of any service or duty under this Agreement. Contractor shall have the duty to appear and defend any such demand, claim, suit or action on behalf of the City, without cost or expense to the City.

7. TERMINATION. Any party to this Agreement may terminate its obligations under this Agreement upon providing the other parties with thirty (30) days written notice. In the event the Agreement is terminated for cause, the City shall pay Contractor for its services incurred before the date of the service of the written notice of termination, and only the pro rata amount of the minimum payment for the loaders which would be payable at the end of the month in which the notice is delivered. In the event the Agreement is terminated without cause, the City shall pay Contractor for its services incurred before the date of the service of the written notice of termination, and the entire amount of the minimum payment for the loaders which would be due under this Agreement.

8. MISCELLANEOUS PROVISIONS.

8.1 Notices. Any notice under this Agreement shall be in writing and shall be effective when actually delivered in person or three days after being deposited in the U.S. mail, registered or certified, postage prepaid and addressed to the party at the address stated in this Agreement or such other address as either party may designate by written notice to the other.

8.2 Waiver. The waiver by either party of the breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach.

8.3 Assignment. Except as otherwise provided within this Agreement, neither party hereto may transfer or assign this Agreement without prior written consent of the other party.
8.4 Law Governing. This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho.

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

8.6 Entire Agreement. This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement.

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

8.8 Facsimile. Facsimile transmission of any signed original document and retransmission of any signed facsimile transmission shall be same as delivery of the original.

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

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

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

8.12 Amendment. This Agreement may be revised, amended, or canceled in whole or in part, only by means of a written instrument executed by both parties hereto.

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

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

CITY OF HAILEY

By __________________________
Richard L. Davis, Mayor

ATTEST:

______________________________
Mary Cone, City Clerk

By __________________________
AGENDA ITEM SUMMARY

DATE: 10/11/10  DEPARTMENT: City Clerk  DEPT. HEAD SIGNATURE: Mary Cone

SUBJECT
Motion to authorize Release Agreement with Wood River Motors releasing claims for damage done to a vehicle in exchange for $861.76 repair.

AUTHORITY: ☐ ID Code 50-1017    ☐ IAR __________  ☐ City Ordinance/Code ______

BACKGROUND:

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:

FOLLOW UP NOTES:
GENERAL RELEASE

1. This is a General Release ("Release") given this 28th September, 2010 by and between Wood River Motors ("Releasor") and the City of Hailey ("Hailey").

2. This Release, as to the subjects to which it applies, constitutes a general release as to such subjects and the parties.

3. This Release shall inure to the benefit of and be binding upon the parties hereto and their successors, assigns and agents.

4. For the payment to Releasor of $861.76, receipt of which is hereby acknowledged, and other good and valuable consideration, Releasor agrees to hereto release and forever discharge Hailey, its legal representatives, agents, assigns and insurers, none of whom admit any liability from any and all claims, demands, damages, attorney fees, costs, actions, causes of action or lawsuits of any kind or nature whatsoever, known or unknown, which each has had or may have, or may in the future discover, relating to each and every aspect of property damage, or any matters connected thereto, no matter how remotely.

5. This Release by the parties shall not constitute any admission on their part as to any liability or responsibility, or any admission concerning the same, as to any of the subjects of this Release.

6. The parties hereby declare that the terms of this Release have been completely read and are fully understood and voluntarily accepted and that they had independent legal advice in this matter or elected to proceed herewith without the same, and that they enter into this Release without any coercion, threats or duress.
7. This document may be signed in multiple originals, and all such signed
documents shall constitute one and the same document. Facsimile signatures shall be as valid as
original signatures. This document shall be interpreted under the laws of the State of Idaho.

"Releaser"

[Signature]

"HAILEY"

By [Signature]
AGENDA ITEM SUMMARY

DATE: 09/14/09    DEPARTMENT: Public Works

SUBJECT:

Request approval for Hailey Halloween Hoopla Special Event at businesses in the Hailey Downtown Core to take place on October 29, 2010, 3:00 PM – 7:00 PM.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

- The representative believes there may be up to 500 people in attendance at 150 per hour interval.
- With possible live amplified music at a few businesses.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Special Event Department Heads approved with the following condition:
Provided that no flammable decorations or props (i.e. hay bales, candles, etc.) are used in an indoor location without approval from the Hailey Fire Department.
Signs and Banners displayed for more than 72 hrs. require a permit from the Hailey Planning & Zoning Department.
This special event is within the Business (B) zoning district and Arts & Entertainment is a permitted use.

FOLLOW-UP REMARKS:
DECISION

Based on the Application for a Special Event Permit for the Hailey Halloween Hoopla, the City of Hailey, pursuant to Chapter 12.14 of the Hailey Municipal Code, approves the Application and grants the Special Event Permit, subject to the following conditions:

Standard Conditions

a. The Applicant shall comply with the terms, plans, covenants and provisions of the Application, as approved or as modified by the City of Hailey.
b. The Applicant shall comply with all applicable local, state and federal laws, regulations and ordinances before, during and after the Special Event(s).
c. The Applicant shall execute an agreement, relating to the reimbursement of expenses, indemnification and other provisions immediately upon the approval of the application for the Special Events Permit.
d. In the event the Applicant fails to comply with all the conditions set forth herein, the City may revoke the Special Events Permit, in whole or in part.
e. The Applicant shall maintain in full force and effect general liability coverage during the Special Event(s) in the amount of $1,000,000, with the City of Hailey as an additional named insured

Other Conditions

a. Provided that no flammable decorations or props (i.e. hay bales, candles, etc.) are used in an indoor location without approval from the Hailey Fire Department.
b. Signs and Banners displayed for more than 72 hrs. require a permit from the Hailey Planning & Zoning Department.
c. This special event is within the Business (B) zoning district and Arts & Entertainment is a permitted use.

DATED this 11th day of October, 2010.

CITY OF HAILEY

By: ____________________________
    Rick Davis, its Mayor

ATTEST:

______________________________
Mary Cone, its City Clerk

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

In consideration of the granting of a special event permit by the City of Hailey ("the City") for the Hailey Halloween Hoopla that will occur on October 29, 2010 from 3:00 p.m. to 7:00 p.m., plus specified set up and teardown time, ("the Event"), and pursuant to Section 12.14 of the Hailey Municipal Code, the undersigned, as the applicant ("Applicant") of a Special Event Permit from the City for the Event, does hereby agree to reimburse the City for any costs incurred by the City in repairing damage or providing any services or materials resulting from the Event. The Applicant agrees that such costs may be deducted from a non-refundable security deposit or additional deposit as established by the City, and that if costs exceed any deposit made by the applicant, further reimbursement will be made to the City upon demand. The Applicant hereby agrees to indemnify, defend and hold harmless the City and its officers and employees, in their official and individual capacities, from any and all claims, demands, obligations, liabilities, lawsuits, judgments, attorneys' fees, costs, expenses and damages of any nature caused by or arising out of, or connected with the Event. In the event either party hereto is required to retain counsel to enforce a provision of this Agreement, or to recover damages resulting from a breach hereof, the prevailing party shall be entitled to recover from the other party all reasonable attorney's fees incurred herein or on appeal, or in bankruptcy proceedings. The Applicant agrees to comply with all the laws and ordinances of the City of Hailey, Idaho applicable to the subject matter thereof, and to conduct the Event in accordance with the terms and provisions of the application for a Special Event Permit, as approved or as modified by the City, and all conditions of the Special Event Permit. The Applicant agrees that the Special Event Permit is nontransferable and shall be conducted only for the dates and locations as approved by the City.

IN WITNESS WHEREOF, Applicant and the City have executed this Agreement on this 11th day of October, 2010.

APPLICANT:

By: ____________________________

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

CITY OF HAILEY:

By: ____________________________

Rick Davis, its Mayor

ATTEST:

Mary Cone, its City Clerk

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

15/03/SPECIAL EVENT PERMIT (08/02/05)

-77-
SPECIAL EVENT PERMIT APPLICATION

I. EVENT NAME: Hailey Halloween Hooley

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

☐ Public Property  ☐ Private Property  Businesses along Main St. + Downtown.

III. EVENT SCHEDULE

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

<table>
<thead>
<tr>
<th>Date(s) of Event</th>
<th>Hours</th>
<th>Estimated # of Attendees</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/29/2010</td>
<td>Start Time: 3:00 pm  End Time: 7:00 pm</td>
<td>One Hour Interval: 400-500</td>
</tr>
<tr>
<td></td>
<td>Start Time:          End Time:</td>
<td>All Day:</td>
</tr>
<tr>
<td>Date of Set-Up</td>
<td>Start Time: 3:00 pm  End Time: 7:00 pm</td>
<td>One Hour Interval: 400-500</td>
</tr>
<tr>
<td>Date of Tear Down</td>
<td>Start Time: 7:00 pm  End Time: 7:30 pm</td>
<td>All Day:</td>
</tr>
</tbody>
</table>

IV. FEES

- Special Event Permit Application Fee $125
- Per Day Park Rental Fee $200
- Security Deposit $500
- Tax (on park rental fees only) 6%

TOTAL DUE: $125.00

V. ORGANIZATION INFORMATION

Applicant’s Name: Anna Sridgal  Title: Asst. Exec. Director
Mailing Address: P.O. Box 100
Street Address: 309 S. Main
City: Hailey  State: ID
Day Telephone: 289-3484  Evening Telephone: 309-2081
FAX Number: 587-1595  E-Mail Address: anna@haileyidaho.com
VI. EVENT INFORMATION

New Event: Yes _ No [ ] Annual Event: Yes [ ] No [ ] Years Operating [ ]

Event Category: [ ] Commercial [ ] Noncommercial

Estimate of Gross Ticket Sales & Revenues (commercial event only): [ ]

Description of Event: Trick-or-treating in businesses along the main street in Hailey. Costumes and window decorating contests. A haunted house.

Additional Details: Amplified music possible at a few locations.

VII. INSURANCE REQUIREMENTS

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

Insurance Company: Philadelphia [ ] Agent Name: Bisnert [ ]

Address: [ ] Phone: [ ]

HOLD HARMLESS CLAUSE

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

(Attach any additional pages as needed)
SPECIAL EVENT ACTIVITIES & CITY SERVICES REQUESTED

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

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
<th>Check all Planned Activities</th>
<th>Yes</th>
<th>No</th>
<th>Check all Planned Activities</th>
</tr>
</thead>
<tbody>
<tr>
<td>☑</td>
<td></td>
<td>Street Closures &amp; Access / Parade</td>
<td>☑</td>
<td></td>
<td>Alcohol Served (Free of Charge) (name of provider)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Detailed map listing areas of closure, parade route is required. An ITD permit is required for Main Street.</td>
<td></td>
<td></td>
<td>Alcohol Sold Requires Alcohol Beverage Catering Permit (Hailey Code 5.13)</td>
</tr>
<tr>
<td>☑</td>
<td></td>
<td>Street Closures &amp; Access / Parade require your Event Coordinator to notify all affected businesses, churches schools and neighborhoods</td>
<td>☑</td>
<td></td>
<td>Food/Beverages will be served (List Caterers):</td>
</tr>
<tr>
<td>#</td>
<td></td>
<td>Canopies/Tents/Membranes/Temporary Structures (Number &amp; Size(s) City of Hailey Fire Department, Fire Code Enforcement)</td>
<td>#</td>
<td></td>
<td>Vendors items sold/ solicitation</td>
</tr>
<tr>
<td></td>
<td>☑</td>
<td>Medical Services (Circle) First Aid and/or EMS Services Who is providing services?</td>
<td></td>
<td>☑</td>
<td>Booths: Profit / Non-Profit</td>
</tr>
<tr>
<td></td>
<td>☑</td>
<td>Security (detail who, number of officers, times, Attach plan) HPD to help if possible.</td>
<td></td>
<td>☑</td>
<td>Lighting plan: attach plan</td>
</tr>
<tr>
<td>#</td>
<td></td>
<td>Traffic Control / Shuttle Buses (Number of buses / locations / hours of operation, attach plan.)</td>
<td>#</td>
<td></td>
<td>Activities / Entertainment (Agenda) Other equipment or entertainment</td>
</tr>
<tr>
<td></td>
<td>☑</td>
<td>Electricity / Generators (Size) Attach detailed electrical plan.</td>
<td></td>
<td></td>
<td>Signs or Banners: sign permit may be required by the City Planning and Zoning Department</td>
</tr>
<tr>
<td>#</td>
<td></td>
<td>Water Drinking / Washing (circle)</td>
<td>#</td>
<td></td>
<td>Stages (Number and Size(s))</td>
</tr>
<tr>
<td></td>
<td>☑</td>
<td>Gray Water Barrel / Grease Barrel (circle / detail # and locations)</td>
<td>#</td>
<td></td>
<td>Barricades. How many identify locations and attach logistics map</td>
</tr>
<tr>
<td>#</td>
<td></td>
<td>Sanitation -Trash bins, Dumpsters, Recycle (circle / detail # and locations)</td>
<td>#</td>
<td></td>
<td>EVENT estimated attendance</td>
</tr>
<tr>
<td></td>
<td>☑</td>
<td>Porta Toilets / Wash Stations (Quantity ADA Regular)</td>
<td>#</td>
<td>1</td>
<td>Number of staff working event</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>#</td>
<td>15</td>
<td>Number of volunteers working</td>
</tr>
</tbody>
</table>

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

Event Organizer’s Signature: ________________________________ Date: 9/10/10

7/15/2009
AGENDA ITEM SUMMARY

DATE: 10/11/10       DEPARTMENT: Public Works       DEPT. HEAD SIGNATURE:

SUBJECT:
Request approval Old Cutters Family Fall Festival Special Event on 10/16/10 at Old Cutters Park, 11am-3pm.

AUTHORITY: □ ID Code □ IAR □ City Ordinance/Code Chapter 12.14
(IfApplicable)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

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: (IfApplicable)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Special Event Heads approved with the following comments:

• Signs and Banners displayed for more than 72 hrs. require a permit from the Hailey Planning & Zoning Department.
• This special event is within the RGB zoning district, which allows for Art, Entertainment, and Recreation. No provisions exist within the zoning code to address special events within this zoning district; however the Special Event standards address and mitigate neighborhood impacts.
• Declaration of Insurance needs to be submitted.
• Must have volunteers to direct vehicle parking to one side of each street only.

FOLLOW-UP REMARKS:

- 81 -
DECISION

Based on the Application for a Special Event Permit for the Old Cutters Family Fall Festival, the City of Hailey, pursuant to Chapter 12.14 of the Hailey Municipal Code, approves the Application and grants the Special Event Permit, subject to the following conditions:

Standard Conditions

a. The Applicant shall comply with the terms, plans, covenants and provisions of the Application, as approved or as modified by the City of Hailey.
b. The Applicant shall comply with all applicable local, state and federal laws, regulations and ordinances before, during and after the Special Event(s).
c. The Applicant shall execute an agreement, relating to the reimbursement of expenses, indemnification and other provisions immediately upon the approval of the application for the Special Events Permit.
d. In the event the Applicant fails to comply with all the conditions set forth herein, the City may revoke the Special Events Permit, in whole or in part.
e. The Applicant shall maintain in full force and effect general liability coverage during the Special Event(s) in the amount of $1,000,000, with the City of Hailey as an additional named insured.

Other Condition

a. Signs and Banners displayed for more than 72 hrs. require a permit from the Hailey Planning & Zoning Department.
b. This special event is within the RGB zoning district, which allows for Art, Entertainment, and Recreation. No provisions exist within the zoning code to address special events within this zoning district; however the Special Event standards address and mitigate neighborhood impacts.
c. Declaration of Insurance needs to be submitted.
d. Must have volunteers to direct vehicle parking to one side of each street only.

DATED this 11th day of October, 2010

CITY OF HAILEY

By: ________________________________
    Rick Davis, its Mayor

ATTEST:

_______________________________
Mary Cone, its City Clerk

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

In consideration of the granting of a special event permit by the City of Hailey ("the City") for the Old Cutters Family Fall Festival that will occur on October 16th, 2010 from 11:00 a.m. to 3:00 p.m., plus specified set up and teardown time, ("the Event"), and pursuant to Section 12.14 of the Hailey Municipal Code, the undersigned, as the applicant ("Applicant") of a Special Event Permit from the City for the Event, does hereby agree to reimburse the City for any costs incurred by the City in repairing damage or providing any services or materials resulting from the Event. The Applicant agrees that such costs may be deducted from a non-refundable security deposit or additional deposit as established by the City, and that if costs exceed any deposit made by the applicant, further reimbursement will be made to the City upon demand. The Applicant hereby agrees to indemnify, defend and hold harmless the City and its officers and employees, in their official and individual capacities, from any and all claims, demands, obligations, liabilities, lawsuits, judgments, attorneys' fees, costs, expenses and damages of any nature caused by or arising out of, or connected with the Event. In the event either party hereto is required to retain counsel to enforce a provision of this Agreement, or to recover damages resulting from a breach hereof, the prevailing party shall be entitled to recover from the other party all reasonable attorney's fees incurred herein or on appeal, or in bankruptcy proceedings. The Applicant agrees to comply with all the laws and ordinances of the City of Hailey, Idaho applicable to the subject matter thereof, and to conduct the Event in accordance with the terms and provisions of the application for a Special Event Permit, as approved or as modified by the City, and all conditions of the Special Event Permit. The Applicant agrees that the Special Event Permit is nontransferable and shall be conducted only for the dates and locations as approved by the City.

IN WITNESS WHEREOF, Applicant and the City have executed this Agreement on this 11th day of October, 2010.

APPLICANT:

By: _____________________________

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

CITY OF HAILEY:

By: _____________________________

Rick Davis, its Mayor

ATTEST:

_______________________________

Mary Cone, its City Clerk

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

15/03/SPECIAL EVENT PERMIT (08/02/05)
SPECIAL EVENT PERMIT APPLICATION

I. EVENT NAME: Old Cutters Family Fall Festival

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

☐ Public Property  ☐ Private Property

Old Cutters Park

III. EVENT SCHEDULE

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

<table>
<thead>
<tr>
<th>Date(s) of Event</th>
<th>Hours</th>
<th>Estimated # of Attendees</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/16/10</td>
<td>Start Time: 11am  End Time: 5pm</td>
<td>One Hour Interval: All Day: 200</td>
</tr>
<tr>
<td></td>
<td>Start Time:</td>
<td>One Hour Interval: All Day:</td>
</tr>
<tr>
<td>Date of Set-Up</td>
<td>Start Time:</td>
<td></td>
</tr>
<tr>
<td>Date of Tear Down</td>
<td>Start Time:</td>
<td></td>
</tr>
</tbody>
</table>

IV. FEES

<table>
<thead>
<tr>
<th>Fee Description</th>
<th>Amount</th>
<th>Selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Special Event Permit Application Fee</td>
<td>$125</td>
<td>✓</td>
</tr>
<tr>
<td>Per Day Park Rental Fee</td>
<td>$200</td>
<td></td>
</tr>
<tr>
<td>Security Deposit</td>
<td>$500</td>
<td></td>
</tr>
<tr>
<td>Tax (on park rental fees only)</td>
<td>6%</td>
<td></td>
</tr>
<tr>
<td>TOTAL DUE</td>
<td></td>
<td>125</td>
</tr>
<tr>
<td>Additional Deposit Required</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

V. ORGANIZATION INFORMATION

Applicant's Name: John Campbell / Ashley How
Title: Owner / Manager
Mailing Address: P.O. Box 986 Hailey, ID 83333
Zip Code: 83333
Street Address: 515 N. River St. Suite D
City: Hailey
State: ID
Day Telephone: 208-928-7100
Evening Telephone: 208-450-9627
FAX Number: 208-578-7411
E-Mail Address: Ashley@oldcutters.com

7/15/2009
VI. EVENT INFORMATION

New Event: Yes □ No ________ Annual Event: Yes ________ No □ Years Operating: ________

Event Category: □ Commercial □ Noncommercial

Estimate of Gross Ticket Sales & Revenues (commercial event only): ________

Description of Event:

Family Fall Festival, live music in park, relay games, face painting, pumpkin painting, bouncy castle.

Additional Details:

Parking will be managed to one side of the street only. Attendees will be encouraged to walk or bicycle over.

VII. INSURANCE REQUIREMENTS

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

Insurance Company: Western Community

Agent Name: Norman Funk

Address: Box 4848 Pocatello, ID 83205 Phone: 788-3529

HOLD HARMLESS CLAUSE

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

(Attach any additional pages as needed)
## Special Event Activities & City Services Requested

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

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
<th>Check all Planned Activities</th>
<th>Yes</th>
<th>No</th>
<th>Check all Planned Activities</th>
</tr>
</thead>
<tbody>
<tr>
<td>✓</td>
<td></td>
<td><strong>Street Closures &amp; Access / Parade</strong>&lt;br&gt;Detailed map listing areas of closure, parade route is required. An ITD permit is required for Main Street.</td>
<td>✓</td>
<td></td>
<td><strong>Alcohol Served</strong> (Free of Charge) (name of provider)</td>
</tr>
<tr>
<td>✓</td>
<td></td>
<td><strong>Street Closures &amp; Access / Parade</strong> require your Event Coordinator to notify all affected businesses, churches schools and neighborhoods</td>
<td>✓</td>
<td></td>
<td><strong>Alcohol Sold</strong>&lt;br&gt;Requires Alcohol Beverage Catering Permit (Hailey Code 5.13) <strong>TBD</strong></td>
</tr>
<tr>
<td></td>
<td>✓</td>
<td><strong>Canopies/Tents/Membranes/Temporary Structures</strong>&lt;br&gt;(Number &amp; Size(s))&lt;br&gt;City of Hailey Fire Department, Fire Code Enforcement</td>
<td></td>
<td>✓</td>
<td><strong>Food/Beverages will be served</strong> (List Caterers): <strong>TBD</strong></td>
</tr>
<tr>
<td>✓</td>
<td></td>
<td><strong>Medical Services</strong>&lt;br&gt;(Circle) First Aid and/or EMS Services</td>
<td>✓</td>
<td></td>
<td><strong>Vendors items sold/solicitation</strong></td>
</tr>
<tr>
<td></td>
<td>✓</td>
<td><strong>Who is providing services?</strong></td>
<td></td>
<td>✓</td>
<td><strong>Booths: Profit / Non-Profit</strong></td>
</tr>
<tr>
<td>✓</td>
<td></td>
<td><strong>Security</strong> (detail who, number of officers, times. Attach plan)</td>
<td>✓</td>
<td></td>
<td><strong>Lighting plan: attach plan</strong></td>
</tr>
<tr>
<td>✓</td>
<td></td>
<td><strong>Traffic Control / Shuttle Buses</strong>&lt;br&gt;(Number of buses / locations / hours of operation, attach plan.)</td>
<td>✓</td>
<td></td>
<td><strong>Activities / Entertainment (Agenda)</strong>&lt;br&gt;Other equipment or entertainment</td>
</tr>
<tr>
<td>✓</td>
<td></td>
<td><strong>Electricity / Generators</strong>&lt;br&gt;(Size 2000 Watt)&lt;br&gt;Attach detailed electrical plan.</td>
<td>✓</td>
<td></td>
<td><strong>Signs or Banners: sign permit may be required by the City Planning and Zoning Department</strong></td>
</tr>
<tr>
<td>✓</td>
<td></td>
<td><strong>Water</strong>&lt;br&gt;Drinking / Washing (circle)</td>
<td>✓</td>
<td></td>
<td><strong>Stages</strong> (Number and Size(s))</td>
</tr>
<tr>
<td>✓</td>
<td></td>
<td><strong>Gray Water Barrel / Grease Barrel</strong>&lt;br&gt;(Circle / detail # and locations)</td>
<td>#</td>
<td>✓</td>
<td><strong>Barricades. How many identify locations and attach logistics map</strong></td>
</tr>
<tr>
<td>✓</td>
<td></td>
<td><strong>Sanitation</strong>&lt;br&gt;(Trash bins, Dumpsters, Recycle) (Circle / detail # and locations)</td>
<td>#</td>
<td>✓</td>
<td><strong>EVENT estimated attendance</strong></td>
</tr>
<tr>
<td>✓</td>
<td></td>
<td><strong>Porta Toilets / Wash Stations</strong>&lt;br&gt;(Quantity ADA Regular)</td>
<td>#</td>
<td>✓</td>
<td><strong>Number of staff working event</strong></td>
</tr>
<tr>
<td>✓</td>
<td></td>
<td></td>
<td>#</td>
<td>✓</td>
<td><strong>Number of volunteers working</strong></td>
</tr>
<tr>
<td></td>
<td>✓</td>
<td></td>
<td></td>
<td>✓</td>
<td></td>
</tr>
</tbody>
</table>

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

Event Organizer's Signature: [Signature]<br>Date: **7/20/10**

7/15/2009