

AGENDA ITEM SUMMARY

DATE: 9/26/2011

DEPARTMENT: Finance

DEPT. HEAD SIGNATURE: M. Cone

SUBJECT:

Resolution No. 2011-32 Authorizing the execution of the Consolidated Emergency Communications Services Agreement with Blaine County.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The contract was approved by council in the 9/12/11 meeting. This resolution is a matter of housekeeping to have a corresponding Resolution to match with the contract.

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution No. 2011-32 and to authorize the mayor to sign.

FOLLOW-UP REMARKS:

**CITY OF HAILEY
RESOLUTION NO. 2011-32**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE EXECUTION OF A CONSOLIDATED EMERGENCY
COMMUNICATIONS SERVICES AGREEMENT WITH BLAINE COUNTY**

WHEREAS, Blaine County owns, operates and manages a consolidated communications system for the City of Hailey and other municipalities and taxing districts located within Blaine County;

WHEREAS, the Blaine County Board of County Commissioners ("Board") serves as the governing board of the consolidated communications system under Idaho Code § 31-4802(7);

WHEREAS, Blaine County has taken the position that is authorized not to provide communications services for the City of Hailey if Hailey does not pay in accordance with an amount to be determined by the Board;

WHEREAS, the Board has requested the City of Hailey and other municipalities and taxing districts within Blaine County to enter into an agreement which allocates the costs of the consolidated communications system among the City of Hailey and other municipalities and taxing districts within Blaine County according to a certain funding model;

WHEREAS, the Board has expressed an intent to examine other funding models in the future, which may make Hailey's portion of the costs of the consolidated communications system prohibitively expensive;

WHEREAS, the level of staffing for the existing consolidated communications system has been requested by some municipalities and taxing districts within Blaine County, but other municipalities and taxing districts do not desire the same level of staffing, nor the costs associated with that level of staffing;

WHEREAS, the residents in the City of Hailey and Blaine County receive the same communication services from Blaine County, but the taxpayers in the City of Hailey pay real estate taxes to both the City of Hailey and Blaine County, while taxpayers in Blaine County only pay real estate taxes to Blaine County;

WHEREAS, the City of Hailey contends that Blaine County's position is inequitable, that Blaine County is legally required to provide a consolidated communications system for the City of Hailey and other municipalities and taxing districts within Blaine County, and that there are inherent problems which make the present management and funding of the present communications system non-sustainable;

WHEREAS, the City of Hailey is willing to ~~desire~~ enter into a services agreement for one year as requested by the Board, but the City of Hailey expressly reserves its rights to challenge Blaine County's position; and

WHEREAS, the City of Hailey and the Blaine County have agreed to the terms and conditions of the Consolidated Emergency Communication Services Agreement, a copy of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, that the City of Hailey approves the attached Consolidated Emergency Communication Services Agreement and that the Mayor is authorized to execute the attached Consolidated Emergency Communication Services Agreement.

Passed this _____ day of September, 2011.

City of Hailey

Richard L. Davis, Mayor

ATTEST:

Mary Cone, City Clerk

AGENDA ITEM SUMMARY

DATE: September 26, 2011

DEPARTMENT: Community Development

DEPT HEAD: _____



SUBJECT: Resolution establishing a per diem compensation for each meeting for the Hailey Planning and Zoning Commission.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The Planning and Zoning Commission has been paid \$225 per month regardless of the number of meetings per month or attendance. This resolution establishes compensation based on per meeting attended and provides a cap at payment for two meetings per month. In 2011 the Commissioners have consistently had only one meeting per month, some month have had no meetings.

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2011-33.

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

*Ord./Res./Agmt./Order Originals: Record
Copies (all info.): _____
Instrument # _____

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

RESOLUTION NO. 2011 - 33

A RESOLUTION OF THE HAILEY CITY COUNCIL ESTABLISHING A PER DIEM COMPENSATION FOR EACH MEETING FOR THE HAILEY PLANNING AND ZONING COMMISSION.

WHEREAS, Idaho Code § 67-6504(a) provides that Planning and Zoning Commissioners "may receive such mileage and per diem compensation as provided by the governing board. If a governing board exercises these powers, its members shall be entitled to no additional mileage or per diem compensation";

WHEREAS, pursuant to Idaho Code § 67-6504(a) the council may establish a per diem amount for each meeting;

WHEREAS, the Hailey City Council desires to pay a per diem amount based on an amount per meeting; and

WHEREAS, the Hailey City Council wishes to cap the amount paid to each Planning and Zoning Commissioner to two meetings per month.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hailey, Idaho that each Planning and Zoning Commissioner be paid one hundred and twelve dollars (\$112.00) per meeting attended of the Hailey Planning and Zoning Commission, up to two meetings per month.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THE 26th DAY OF SEPTEMBER, 2011 AND EFFECTIVE THE 26th DAY OF SEPTEMBER, 2011.

Richard L. Davis
Mayor City of Hailey

ATTEST:

Mary Cone, City Clerk

AGENDA ITEM SUMMARY

DATE: September 26, 2011

DEPARTMENT: Community Development

DEPT HEAD: 

SUBJECT:

Contract for services – Sustain Blaine

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The Council budgeted \$3,000 to services provided by Sustain Blaine. The services listed in the contract were drafted using the Hailey Downtown Strategy, adopted by Council, as a point of reference. The downtown strategy is essentially the framework for the city's economic development strategy which was drafted with consideration of the Go Blaine strategy. The downtown strategy points to business recruitment as being the thrust of the service Hailey is looking for Sustain Blaine to provide. An effort was also made to consider how the city's contract with the chamber has evolved over time and the type of economic development services the city looks to the chamber to provide. Again, the downtown strategy points to the Chamber's main role as promotion, events and retail business support, while Sustain Blaine becomes the go to organization for non-retail business recruitment.

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2011-34.

ADMINISTRATIVE COMMENTS/APPROVAL:

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

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

*Ord./Res./Agmt./Order Originals: Record
Copies (all info.): _____
Instrument # _____

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

CITY OF HAILEY
RESOLUTION NO. 2011-34

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY AUTHORIZING
THE EXECUTION OF A CONTRACT FOR SERVICES WITH SUSTAIN BLAINE, INC,
dba SUN VALLEY BUSINESS DEVELOPMENT CORPORATION**

WHEREAS, the City of Hailey desires to enter into an agreement with Sustain Blaine, Inc. dba Sun Valley Business Development Corporation (Contractor) under which Contractor will perform services to manage activities related to economic development within the City of Hailey; and

WHEREAS, the City of Hailey and Contractor have agreed to the terms and conditions of the Contract for Services, a copy of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, that the City of Hailey approves the Contract for Services between the City of Hailey and Sustain Blaine, Inc, dba Sun Valley Business Development Corporation and that the Mayor is authorized to execute the attached Agreement.

Passed this 26th day of September, 2011.

City of Hailey

Richard L. Davis, Mayor

ATTEST:

Mary Cone, City Clerk

**CONTRACT FOR SERVICES
(Sustain Blaine, Inc)**

THIS CONTRACT FOR SERVICES (the "Agreement") is made and entered into this _____ day of September, 2011 by and between the CITY OF HAILEY, an Idaho municipal corporation ("City") and SUSTAIN BLAINE, INC, LLC, dba SUN VALLEY BUSINESS DEVELOPMENT CORPORATION, an Idaho nonprofit corporation ("Contractor").

RECITALS

WHEREAS, the City is a municipal corporation duly organized and existing under the laws of the State of Idaho; and

WHEREAS, the Contractor is an Idaho nonprofit corporation duly organized and existing under the laws of the State of Idaho: and

WHEREAS, pursuant to Idaho Code 50-301, the City is empowered to enter into contracts as may be deemed necessary to promote the welfare of the City and its residents; and

WHEREAS, it is deemed in the best interest of the City to acquire, by contract, certain services to be performed by the Contractor, to provide general information on economic development issues and to advise and consult with the City to promote and enhance commerce, community development and industry of the City. These activities are determined to be ordinary and necessary expenses for the economic well being of the City and its residents.

NOW, THEREFORE, on the basis of the foregoing recitals, upon good and valuable consideration, and upon Resolution duly passed by the Hailey City Council, the parties agree as follows:

1. Incorporation of Recitals. The Recitals set forth herein above are hereby incorporated into and made an integral part of the Agreement.
2. The Services. The Contractor shall provide administrative and management services reasonably necessary to support the City. Collectively the Services are listed below in the order of City's priorities, and are further described in the attached Goals, Benchmarks, Indicators, and Performance Projections and Benefits to Hailey Summary. Without limitation the Contractor shall:
 - a. Assist in recruiting new businesses to relocate in Hailey; focus on non-retail
 - i. Evaluate education/institute options
 - ii. Assist the evaluation of the potential to implement components of the market strategy developed for the airport site in areas adjacent to the airport without compromising the future redevelopment of the airport site should the airport be relocated.
 - iii. Screen, assess, develop and implement business opportunities in Hailey referred to Contractor.
 - iv. Create process to field business relocation leads.
 - v. Create portal website with information to assist business recruitment.

- b. Help retain and expand businesses in Hailey.
 - i. Conduct business retention surveys.
 - ii. Support small business and entrepreneurs.
 - c. Establish economic activity benchmarks consistent with the Hailey Comprehensive Plan; recommend modifications to the indicators listed in the Comp Plan
 - d. Support implementation of applicable action items in the Hailey Downtown Strategy.
 - e. Support Hailey Chamber in efforts to increase tourism in Hailey and throughout Blaine County
3. Consideration. City shall pay Contractor the sum of \$3,000 (THREE THOUSAND) in quarterly payments of \$750 on the twenty-sixth day of the first month of each quarter (October 26th, January 26th, April 26th, and July 26th) of Fiscal Year 2012.
4. Time of Performance. Contractor shall provide the Services in a professional and timely manner.
5. Independent Contractor. City and Contractor hereby agree that Contractor shall perform the Services exclusively as an independent contractor and not as employee or agent of City. The Parties do not intend to create through this Agreement any partnership, corporation, employer/employee relationship, joint venture or other business entity or relationship other than that of independent contractor. Contractor, its agents and employees shall not receive nor be entitled to any employment-related benefits from City including without limitation, workers compensation insurance, unemployment insurance, health insurance, retirement benefits or any benefit that City offers its employees. Contractor shall be solely responsible for the payment of all payroll and withholding taxes for amounts paid to Contractor under this Agreement and for Contractor's payments for work performed in performance of this Agreement by Contractor, its agents and employees; and Contractor hereby releases, holds harmless and agrees to indemnify City from and against any and all claims or penalties, which in any manner relate to or arise from any failure to pay such payroll or withholding taxes.
6. Compliance with Laws/Public Records. Contractor, its agents and employees shall comply with all federal, state and local laws, rules and ordinances. This Agreement does not relieve Contractor of any obligation or responsibility imposed upon Contractor by law. Without limitation, Contractor hereby acknowledges that all writings and documents, including without limitation email, containing information relating to the conduct or administration of the public's business prepared by Contractor for City regardless of physical form or characteristics may be public records pursuant to Idaho Code Sections 9-337 *et seq.* Contractor further acknowledges that, subject to certain limitations, the public may examine and take a copy of all such public writings and records. Accordingly, Contractor shall maintain such writings and records in such a manner that they may be readily identified, retrieved and made available for such inspection and copying.

7. Notice. All notices, requests, demands or other communication required or provided for under this Agreement, other than instructions given by City pursuant to Paragraph 2 herein above shall be in writing. Notices to City and Contractor shall be addressed as follows:

CITY OF HAILEY:
City Clerk
115 South Main Street
Hailey, ID 83333

CONTRACTOR:

8. Non-Assignment. Contractor hereby acknowledges that City has agreed to enter into this Agreement in part on Contractor's unique skills and reputation for professional work. Accordingly, Contractor may not assign or transfer in any manner this Agreement or any of Contractor's right, title or interest in or to this Agreement without the prior written consent of City which may be withheld for any reason.
9. Amendments. This Agreement may only be changed, modified, or amended in writing executed by all parties.
10. Headings. The headings in the Agreement are inserted for convenience and identification only and are in now way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.
11. Attorney Fees and Costs. In the event that either party hereto is required to retain the services of an attorney to enforce any of its rights hereunder, the non-prevailing party shall pay to the prevailing party all reasonable costs and attorney fees incurred in such enforcement, whether or not litigation is commenced and including reasonable costs and attorney fees on appeal.
12. No Presumptions. No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of the document.
13. Governing Law. This Agreement shall be governed by the laws and decisions of the State of Idaho.
14. Entire Agreement. This Agreement contains the entire Agreement between the parties respecting the matters herein set forth and supersedes all prior Agreements between the parties hereto respecting such matter.
15. Execution and Fax Copies and Signatures. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
16. Authority. The parties executing this Agreement warrant, state, acknowledge, and affirm that they have the authority to sign the same and to bind themselves to the terms contained herein.

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

City of Hailey

Sustain Blaine, Inc

By: _____

By: _____

Its: _____

Its: _____

Richard Davis, Mayor

ATTEST:

Mary Cone, City Clerk

CONTRACT FOR SERVICES
(Sustain Blaine, Inc)

ADDENDUM

SustainBlaine, Inc, LLC
**Goals, Benchmarks, Indicators, and Performance Projections under its
Contract for Services with City of Hailey FY 2011-2012.**

The vision of *SustainBlaine* is to create a thriving, diversified, year-round economy in Blaine County, as outlined in the *GoBlaine!* Strategy. *SustainBlaine's* mission is to establish a platform for the collaboration and cooperation amongst the county, cities and private stakeholders of Blaine County with a goal to promote and improve the economic and societal future through initiation, implementation and management of strategies, programs and policies that preserve and advance the region's quality of life and economic well-being.

Priority areas of focus will be business retention, business expansion, land use planning and tourism & recreation.

SB was formed as a 501(c) 6 in January 2010 as the countywide entity with the legal authority to implement the *GoBlaine!* Strategy of 2009.

In particular, funds in the amount of \$3,000 allocated by the City of Hailey to *SustainBlaine* will primarily assist in delivery of the following action plan items:

1. Conduct Business Retention & Expansion Surveys

As part of its efforts to aid in developing, retaining and expanding local companies, SB will conduct a Business Retention & Expansion Survey (BRE) as an on-going program. Approximately 150 local businesses across a mix of sectors and geographies will be polled to assess the health of local economy, discover challenges confronting local businesses and evaluate opportunities to mitigate challenges. This information will be used to guide overall SB business retention strategies and provide discrete opportunities to develop projects, which can benefit the local business community. The program will be supported by volunteer interviewers and conducted in cooperation with the Idaho Department of Labor, Workforce Development Alliance and SIEDO.

In FY 2011-2012, *SustainBlaine* plans to interview 60 licensed Hailey businesses. Interviews will help City planners understand the local business climate, its labor capacity and needs as well demands on infrastructure and land use planning.

2. Establish Community Economic & Statistical Profiles

The County and cities lack reliable, timely, and relevant economic statistics for distribution to potential in-coming businesses, businesses seeking to expand, and other interested organizations. SB will seek to develop a standard set of economic statistics and indicators for each municipality. This will allow for annual comparisons between local and other regional cities, as well as provide benchmarks to help measure economic trends.

Goals 2011: Coordinate with municipalities to establish relevant statistics and common database approach. Gather required data and create summary reports to highlight key data. Prepare economic profiles for each city and County for publication. Provide city staff with training on data collection and production of summary reports.

Goals 2012: Continue to collect and analyze data for cities and the County. Prepare brochure for County that markets the Sun Valley Region as a good place to relocate and/or grow business.

It is *SustainBlaine's* goal to update this information on an annual basis in order to have an accurate picture of economic activity.

3. Conduct Municipal Business Process Improvement

SB will seek to assist the County and its cities in improving municipal planning and development processes that impact local business growth and retention, as well as new business recruitment. Current complex municipal processes have blocked and/or discouraged businesses from setting up or expanding in the County. Using Hailey as the pilot city, SB will work with the City's departments to document, assess and improve their existing processes. The project will focus on documenting the five to ten most critical municipal processes in a common format using VISIO software.

Goals 2011: Complete flowchart documentation of the most critical municipal business processes for the City of Hailey, and work with City representatives to improve processes by simplifying, streamlining, and establishing appropriate checks and balances for each process, and by providing clear information about the process to applicants.

Goals 2012: Continue process documentation and, where possible, process improvement. Provide city staff with training on use of the software and mapping processes. Introduce this project to other interested local municipalities and provide expert support to implement similar process improvement projects.

The following action items will also benefit Hailey over the course of FY 2011 – 2012:

Create Process to Field Business Relocation Leads

SB will have formal county-wide accountability to field leads for business relocations into the County. As required, specific working groups to assist potential businesses interested in

relocating will be established, and SB will coordinate with local municipalities as needed for location-specific support. Targeted sectors for business expansion as identified in the *GoBlaine* strategy include diversified tourism, clean tech, health & wellness and agriculture.

Goals 2011: As required, field inquiries from businesses interested in relocating to the County and facilitate their evaluation, planning and (if appropriate) move to the area. Continue to educate valley business leadership regarding the existence of SB's go-to process.

Goals 2012: Continue to respond to business leads. Evaluate shift from a reactive to a proactive approach for potential business relocations.

Shape Land-Use Planning Strategies

Given the scarcity of large plots of prime developable land in the County, SB will seek to ensure that the last remaining parcels are used for maximum strategic benefit. Identified strategic parcels include the McHanville Gateway into Ketchum, the Friedman Memorial Airport site in Hailey, the Democrat Gulch property in Hailey, and potential large undeveloped areas in and around Carey Such parcels could provide opportunities for attracting unique new businesses and/or for existing businesses to expand. SB will work with local planning authorities and other organizations to ensure economic development issues are considered and addressed.

Goals 2011: Begin discussions with and provide economic development advice to relevant parties regarding strategic parcels as appropriate. Encourage updating and refinement of county and/or city Master Plans and Ordinances, and explore financing alternatives for additional capital improvements.

Goals 2012: Explore continued refinement of such Master Plans and Ordinances. Evaluate developmental options

Grow Tourism & Recreational Economic Sectors

Based on the historical and significant contribution of tourism and recreational activities to the economy of the County, SB will seek to implement or support projects that increase the viability of these sectors. Given the creation of the Sun Valley Marketing Alliance (SVMA) with accountability for region-wide branding and marketing of County assets, SB will support these efforts by providing input and County-wide perspectives. In addition, SB will work to identify ways other voices in the County can collaborate and reinforce the Sun Valley Brand in their communication/event planning.

Goals 2011: Provide support to the SVMA as required. Utilize the SVAG to help identify Sun Valley branding opportunities relative to County amenities/activities. Conduct an analysis of the value of specific recreational sectors to help identify new marketing and branding opportunities.

Goals 2012: Continue to provide support for County branding and marketing activities. Expand the analysis of specific recreational sectors to develop comprehensive overview of local economic impacts and opportunities.

Achieve USOC Certification as Nordic Olympic Training Site

The Sun Valley Region is ideally suited to be an Olympic Nordic and Paralympic Nordic training Site (nOTS) and SB will seek to secure USOC designation as one of its ten existing sites. Working in conjunction with local partners including Blaine County Recreation District, Sun Valley Company, Sun Valley Ski Educational Foundation, and Wood River Ability Program, SB will prepare a comprehensive business plan for submittal, and support negotiations with the USOC to secure this designation.

Goals 2011: Prepare detailed business plan for USOC certification of the Sun Valley Region. Lead negotiations with USOC on behalf of local partners to secure official contract.

Develop longer-term community development plan with vision, facilities, budget and funding options.

Goals 2012: Support roll-out of certification with local implementation entities. Work with local business organizations to embed options and opportunities, which might arise from official certification into individual organizational strategic planning processes. Identify and open dialogue with potential partners and sponsors for ongoing post-certification support requirements.

Create SB Website

SB will seek to develop a County-wide economic development website to serve as the portal for the business community and potential business relocations to the Sun Valley Region. The website will highlight SB activities and capabilities, as well as provide access to business and economic information about the County and local organizations.

Evaluate Educational Expansion Options

Our area has the potential to become a recognized center for research, innovation, and education, which could attract world-class scientists, entrepreneurs, and educational tourists. Building on the current culture of innovative homegrown businesses, SB's objective will be to evaluate and, where appropriate, implement one or more education expansion options within the Sun Valley Region.

Goals 2011: Prepare a catalogue of current on-going regional educational initiatives.

Prepare a series of white papers on the highest potential educational opportunities.

Organize a community forum with relevant sponsors and other interested parties to evaluate priority opportunities for collaboration.

Goals 2012: Support or champion appropriate educational projects and/or developments as appropriate.

Evaluate Infrastructure Impediments to Businesses.

Communications and transportation infrastructure are important components that can support expansion of existing regional businesses as well as potential relocations of new businesses. SB will evaluate current telecommunications, internet, shipping and other business infrastructure services to identify opportunities for enhancing service levels to world-class standards at market prices.

Goals 2011: Evaluate network capacities and historical performance of current internet and telecommunication services using existing data, supplemented by additional information to the extent practical. Organize meetings with interested community participants and local infrastructure providers to review performance analysis and discuss opportunities for improvement.

Goals 2012: Evaluate opportunities to support appropriate investments for improvement of existing infrastructure.

*Sustain*Blaine will provide the City of Hailey with an update on progress in these areas 2 times during the fiscal year, with additional presentations to be made as needed as determined by both parties.

AGENDA ITEM SUMMARY

DATE: 9/26/2011

DEPARTMENT: Police/Clerk

DEPT. HEAD SIGNATURE: 

SUBJECT:

Misdemeanor Prosecution Contract and Resolution No. 2011-35

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The Hailey misdemeanor prosecution contract with Rick Allington expires at the end of September, 2011. The Hailey Police Department is satisfied with Mr. Allington's services and would like to extend the misdemeanor prosecution contract under the same terms as the present contract. The attached contract provides for a three year term which can be terminated for cause or if the city has not appropriated sufficient funds. The approved budget has appropriated sufficient funds to pay for the services under this contract.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Case # _____

Budget Line Item # _____ YTD Line Item Balance \$ _____

Estimated Hours Spent to Date: _____ Estimated Completion Date: _____

Staff Contact: _____ Phone # _____

Comments:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Agreement for Prosecution of City Misdemeanors and to authorize the mayor to sign, and motion to approve Resolution No. 2011-35 and to authorize the mayor to sign.

FOLLOW-UP REMARKS:

**CITY OF HAILEY
RESOLUTION NO. 2011-35**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE EXECUTION OF THE AGREEMENT FOR PROSECUTION OF
CITY MISDEMEANORS WITH FREDRICK ALLINGTON**

WHEREAS, the City of Hailey desires to enter into a contract for services with Fredrick Allington, Esq. to perform services as the misdemeanor City Prosecutor for the City of Hailey; and

WHEREAS, the City of Hailey and Fredrick Allington have agreed to the terms and conditions of the Agreement for Prosecution of City Misdemeanors, a copy of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, that the City of Hailey approves the attached Agreement for Prosecution of City Misdemeanors, a copy of which is attached hereto, and that the Hailey Mayor is authorized to execute the attached Agreement for Prosecution of City Misdemeanors.

Passed this _____ day of September, 2011.

City of Hailey

Richard L. Davis, Mayor

ATTEST:

Mary Cone, City Clerk

AGREEMENT FOR PROSECUTION OF CITY MISDEMEANORS

AGREEMENT made this _____ day of _____, 2011, between FREDERICK C. ALLINGTON, ESQ., hereinafter referred to as "Attorney", and THE CITY OF HAILEY, IDAHO, (collectively hereinafter referred to as "City");

WITNESSETH

WHEREAS, Idaho Code §50-208 requires that the city attorney, his/her deputies or contract counsel of any municipality shall prosecute those violations of county or city ordinances, state traffic infractions and state misdemeanors committed within the municipal limits; and

WHEREAS, Idaho Code §§50-208 and 50-301 allows any city to contract for alternative additional counsel when deemed advisable; and

WHEREAS, THE City desires to contract with Attorney to prosecute those violations of county or city ordinances, state traffic infractions and state misdemeanors committed within the municipal limits of the City when arresting or charging officer is an employee of the City; and

WHEREAS, Attorney desires to contract with the City to accept the duty and receive the authority to prosecute those violations of county or city ordinances, state traffic infractions and state misdemeanors committed within the municipal limits of the City when the arresting or charging officer is an employee of the City; and

WHEREAS, The City deems the expenses corresponding to the services provided by Attorney as ordinary and necessary pursuant to Art. VIII, §3 of the Constitution of the State of Idaho; and

NOW, THEREFORE, in consideration of the foregoing and the City's payment to the Attorney of compensation hereinafter provided, the parties hereby agree as follows:

1. PERFORMANCE OF SERVICES.

- A. Attorney will prosecute all misdemeanor crimes, traffic offenses, and ordinance violations occurring within the city limits for which an arrest is made or a citation issued by an officer of City and appeals thereof from Magistrate to District Court.
- B. In addition, Attorney agrees to provide the City with the following specific services:
 - (1) Render legal advice, when requested, to the City's police departments and police officers on a 24 hour per day seven (7) days per week basis (insofar

as is possible) regarding all police matters relating to criminal law and criminal procedure; and

- (2) Office consultation with City's police officers concerning the filing of charges; and
 - (3) Draft all complaints, arrest and search warrants, and summonses relating to criminal charges; and
 - (4) Prepare for and conduct all probable cause hearings in cases related to criminal charges; and
 - (5) Draft affidavits in support of search warrants and arrest warrants; and arrange, prepare for and conduct all hearings necessary to obtain said warrants; and
 - (6) Prepare for and conduct all hearings or motions scheduled for a hearing in any case within the scope of this Agreement, and any appeal thereof from magistrate to district court. Such hearings include but are not limited to, arraignments, bond hearings, motions to suppress and sentencing hearings; and
 - (7) Prepare and conduct all trials in any case within the scope of this Agreement, whether such trial shall be by bench or by jury, and any appeal thereof; and
 - (8) Meet with City staff on a monthly basis or as needed to discuss the progress of City Ordinance prosecutions; and
 - (9) Provide yearly statistical reports to the City as to the number of cases disposed of by Attorney; and
 - (10) Keep informed of new developments in criminal law and criminal procedure.
- C. The inclusion of any services by specific reference in this Agreement is not intended as an exclusion of other services necessary and proper to the fulfillment of this Agreement.
- D. The Attorney agrees that all services provided pursuant to Section 1 of this Agreement shall be in accordance with the Idaho State Bar Association's Rules of Professional Responsibility.

2. **TIME OF PERFORMANCE AND TERMINATION.** This Agreement shall be in full force and effect from the 1st day of October, 2011 through the 30th day of September, 2014.

3. **COMPENSATION**
 - A. Compensation per year of FORTY TWO THOUSAND EIGHT HUNDRED FORTY EIGHT DOLLARS (\$42,848) will be paid to Attorney as consideration for providing the services necessary to the fulfillment of this Agreement from October 1, 2011 through September 30, 2014.
 - B. Attorney agrees that the compensation fixed in paragraph 3A above shall constitute the total amount of compensation to be awarded under the terms of this Agreement with payment due on the **first day of each and every month** commencing on October 1, 2011.
 - C. Compensation to all other persons, entities and organizations for services and materials necessary to the fulfillment of the terms of this Agreement, including professional liability insurance, shall be the sole responsibility and obligation of Attorney; Attorney shall have the discretion to hire or retain such clerical, administrative, paralegal or legal help as may be necessary to the fulfillment of the terms of this Agreement.

4. **INDEPENDENT CONTRACTOR STATUS.** Attorney is retained only for the purposes and to the extent set forth in this Agreement. The parties to this Agreement intend that the relationship of the City to the Attorney shall be that of an independent contractor. As such, the Attorney shall not be entitled to any benefits which the City may provide to their respective employees, including, but not limited to, unemployment compensation, medical insurance or similar benefits. Nothing herein shall be construed to constitute an intent to form a partnership, employment, joint venture or other relationship except as acknowledged herein by the parties. The parties shall, at all times, take all necessary actions to maintain such relationship, including, but not limited to, the filing of necessary tax documents consistent herewith.

5. **COSTS OF PROSECUTION.** City are responsible to pay directly any and all costs of prosecution of their respective cases which include, but are not limited to, witness fees, travel costs and transcript costs. For costs of prosecution in excess of ONE HUNDRED and no/100 Dollars (\$100.00), the Attorney will review the merits of the case and reasons for the costs with the Chief of Police for the City who, in turn, has full discretion to authorize payment of the projected costs of prosecution.

6. **CONFLICT OF INTEREST.**

- A. To the extent that a conflict of interest arises due to a criminal defendant's employment position, the city where the alleged offense occurred, with the assistance of Attorney, shall arrange and pay for the prosecution. Such criminal defendants shall include, but are not limited to, elected and appointed city officials, law enforcement personnel, Blaine County Prosecuting and Deputy Prosecuting Attorneys. Attorney shall make a good faith effort to arrange for a conflict prosecutor at no charge.
- B. To the extent that a conflict of interest arises due to a criminal defendant's position as a practicing attorney whom Attorney has significant contact with as opposing counsel, the Attorney shall make a good faith effort to arrange for a conflict attorney to prosecute the case without charge. If Attorney cannot arrange for such a conflict attorney, then the city where the alleged offense was committed shall arrange and pay for the cost of prosecution.
- C. To the extent that a conflict of interest arises that is not addressed in Subsections 6A or 6B, Attorney shall arrange and pay for the cost of prosecution.

7. **DISCRETION.** Attorney shall have ultimate discretion in all charging decisions, plea agreements and dispositions of cases prosecuted on behalf of City, but will fully consider the requests and input of the chiefs of police of City with regard to particular cases or class of cases.

8. **COMPLIANCE WITH LAWS.** The Attorney agrees to comply with all federal, state, City and local laws, rules and regulations.

9. **TERMINATION OF AGREEMENT.**

- A. The parties agree that City may terminate this Agreement upon sixty (60) days prior written notice upon:
 - (1) A finding by the a majority of the City, after considering the Attorney's response, that the Attorney has not consistently performed his duties under the terms of this Agreement or has violated the provisions of this Agreement. The City' notice shall set forth the facts upon which a violation is based. Attorney shall be entitled to respond to the City within thirty (30) days of receiving said notice.
 - (2) The event that for any upcoming fiscal year during the term of this Agreement, the City does not appropriate funds for the prosecution of criminal violations under the terms of this Agreement.

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- B. The City may terminate this Agreement immediately upon Attorney's:
- (1) Conviction by a court of competent jurisdiction of a crime involving moral turpitude, which shall include but not be limited to, driving under the influence of alcohol, theft and physical or sexual abuse; or
 - (2) Disbarment or suspension of Attorney's license to practice law in the State of Idaho.
- C. In the event that the City shall terminate this Agreement pursuant to Subsections 9A and 9B above, then Attorney shall not be entitled to any further compensation from the City.

10. **AMENDMENTS/ASSIGNMENT.** This Agreement may only be changed, modified, amended or assigned upon the written consent of all the parties.
11. **HEADINGS.** 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 this Agreement or any provisions hereof.
12. **SEVERABILITY.** Every provision of this Agreement is intended to be severable. If any term or provision hereof is deemed invalid or unenforceable by a court of competent jurisdiction, such decision or decisions shall not affect the validity of the remaining portions hereof, which shall continue in full force and effect and applicable to all circumstances to which it may validly apply.
13. **ATTORNEYS' FEES AND COSTS.** Should any action be brought to interpret or enforce any provision hereof, or for damages for breach hereof, the prevailing party shall be entitled to such reasonable attorneys' fees and costs, as may be determined by any court of competent jurisdiction wherein such action is brought, including attorneys' fees and costs on appeal.
14. **BINDING AGREEMENT.** This Agreement and the terms and provisions hereof shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereof.
15. **ENTIRE AGREEMENT.** This Agreement shall constitute the entire agreement of the parties and is the sum total of the agreements and understandings of the parties hereto, and supersedes and replaces any other written or oral agreements or understandings.
16. **INTERPRETATION.** This Agreement shall be liberally construed in accordance with the general purposes of this Agreement and the laws of the State of Idaho.

17. **NO PRESUMPTION.** No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of this document.
18. **EXECUTION.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original; but all together shall constitute one and the same instrument.
19. **ACCEPTANCE.** The parties fully understand all of the provisions of this Agreement, and believe them to be fair, just, adequate and reasonable, and accordingly accept the provisions of this Agreement freely and voluntarily.
20. **AUTHORITY.** Each City hereby represents and acknowledges that the execution of this Agreement has been duly authorized and approved by each City herein.
21. **INDEMNIFICATION.** From and after the commencement of this Agreement, Attorney hereby agrees to hold the City harmless and indemnify the City from any claims arising or resulting from the Attorney's handling of the prosecution of any matter pursuant to this Agreement. This provision is intended to cover all aspects of the Attorney's involvement in a prosecution, including all decisions or conduct prior to charging a defendant as well as thereafter. The term "claims" as used herein shall mean and include any and all liabilities, damages injuries, losses, causes of action, judgments, rights or demands of every kind, asserted or which may be asserted.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

ATTORNEY:

CITY OF HAILEY, IDAHO

Frederick C. Allington

Richard L. Davis, Mayor

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