

AGENDA ITEM SUMMARY

DATE: 9/12/11 DEPARTMENT: PW DEPT. HEAD SIGNATURE: 

SUBJECT: Motion to authorize the ~~mayor~~ <sup>city council president</sup> to sign the Idaho Power Easement Agreement for the River St Apartment property on River St.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The attached utility easement agreement from Idaho Power has been reviewed by both the City Engineer and City Attorney. Approval of this agreement is recommended.

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: (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:

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

**CITY OF HAILEY  
RESOLUTION NO. 2011-29**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY  
AUTHORIZING THE EXECUTION OF AN EASEMENT FOR UTILITY SERVICES TO  
IDAHO POWER COMPANY IN THE ALLEY WEST OF ARCH RIVER STREET  
APARTMENTS.**

WHEREAS, the City of Hailey has executed a Ground Lease dated January 27, 2011, with River Street Apartments Limited Partnership allowing the real property located at 731 River Street No, Hailey, Idaho to be leased for ninety nine (99) years thereby facilitating the construction and operation of a twenty three (23) unit apartment complex for qualifying senior citizens; and

WHEREAS, the project is currently under construction; and

WHEREAS, Idaho Power Company seeks an easement from the City of Hailey to install its utility service to the project'

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO,** that the City of Hailey approves the attached Easement for utility services, a copy of which is attached hereto, and that Fritz Haemmerle, City Council President, be authorized to execute the Easement and its associate documents.

Passed this \_\_\_\_\_ day of September, 2011.

City of Hailey

\_\_\_\_\_  
Fritz Haemmerle, Hailey City Council President

ATTEST:

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



1221 W. Idaho St. (83702)  
P.O. Box 70  
Boise, ID 83707

**For County Recorder's Use Only**

**Easement—Organization**

City of Hailey

a, Municipality

“Grantor(s)”, of Blaine County, State of Idaho, do hereby grant and convey to IDAHO POWER COMPANY, a Corporation, with its principal office located at 1221 W. Idaho Street, Boise, Idaho, 83702 (P.O. Box 70, Boise, ID 83707), its licensees, successors, and assigns, (collectively, “Grantee”), for One Dollar and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, a permanent and perpetual easement and right of way, at all times sufficient in width for the installation, erection, continued operation, maintenance, repair, alteration, inspection, and/or replacement of the following:

**Underground Facilities:** Underground electrical power line or lines and related facilities and equipment, generally including, but not limited to, buried power lines and wires, above-ground pad-mounted transformers, junction boxes, cables, conduits, communication lines, including fiber optics, other equipment, and all related appurtenances, any of which may extend above ground, in certain locations to be determined by Grantee at Grantee’s sole and absolute discretion (all of the above collectively being referred to as the “Facilities”) together with the right to permit the attachment and/or use or placement of the wires, fixtures, cables and conduits of other companies or parties (all of the same being included within the definition of “Facilities”), on, over, through, under, and across the following premises belonging to Grantor(s) in Blaine County, State of Idaho, in the location described below.

Grantee is hereby also granted the perpetual right of ingress and egress over Grantor’s other property necessary for the full and complete use, occupation, and enjoyment of the easement hereby granted, and together with all rights and privileges incident thereto, including, but not limited to, (i) the right, at Grantee’s expense, to excavate and refill ditches and trenches for the location of the Facilities, (ii) the right, at Grantee’s expense, to cut, trim, and remove trees, brush, bushes, sod, flowers, shrubbery, overhanging branches and other obstructions and improvements which may injure or interfere with Grantee’s use, occupation, or enjoyment of this easement, and (iii) the right, at Grantee’s expense, to install, construct, operate, inspect, alter, maintain, replace, improve and repair any and all aspects of Grantee’s Facilities over, through, under and across the lands subject to this easement.

The location of the easement and right of way granted herein is described as follows:

A parcel lying across Lot 2A, Block 1 of the Sutton Subdivision, recorded as Inst# 542685, Records of Blaine County, Idaho, located in Section 9, Township 2 North, Range 18E, Boise Meridian, Blaine County, Idaho, said parcel being more particularly described as follows:

Please see attached Exhibits “A” and “B”.

Grantor shall not alter the grade or elevation of the land within the right-of-way existing on the date hereof through excavations, grading, installation of berms, or other activities without the prior written approval of Grantee. Grantor shall not place nor build any structure(s) within the easement area except fences and except as otherwise approved by Grantee in writing.

This Easement shall run with the land and be binding upon the parties’ successors and assigns.

Checked by DA  
Work Order # 27344701

Executed and delivered this \_\_\_\_\_ day of \_\_\_\_\_,

Signature(s) of Grantor(s) (Include title where applicable):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Corporate Verification**

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss.

I, \_\_\_\_\_ (*Notary's Name*), a notary public, do hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_

(*Individual's Name Including Title*) and \_\_\_\_\_ (*Individual's*

*Name Including Title*), who, being by me first duly sworn, declared that he/she/they are respectively the duly authorized person(s) of

\_\_\_\_\_ (*Organization Name*), that he/she/they

signed the foregoing document, and acknowledged to me that he/she/they executed the same as the free act and deed on behalf of said organization.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public  
My Commission Expires on \_\_\_\_\_

## EXHIBIT A

### Legal Description for a Utility Easement on a Portion of Lot 2A, Block 1, Sutton Subdivision

A legal description for a parcel of land located in Section 9, Township 2N, Range 18E, B. M., in the City of Hailey, Blaine County, Idaho, and more particularly described as follows:

Beginning at the Eastern Corner of Lot 2A, Block 1, Sutton Subdivision as recorded under Instrument No. 542685, Records of Blaine County, Idaho. Thence N 25°28'01" W, 5.01 feet along the eastern boundary of said lot to the TRUE POINT OF BEGINNING.

Thence S 61°18'21" W, 97.69 feet;

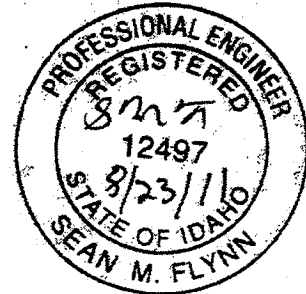
Thence S 28°41'39" E, 5.00 feet;

Thence S 61°18'21" W, 11.50 feet;

Thence N 28°41'39" W, 15.00 feet;

Thence N 61°18'21" E, 109.75 feet;

Thence S 25°28'01" E, 10.02 feet to the TRUE POINT OF BEGINNING.






# EXHIBIT B

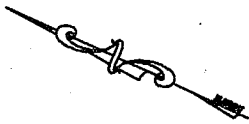
CL RIVER ST.

TPOB  
EASTERN CORNER OF  
LOT 2A, BLOCK 1,  
SUTTON SUBDIVISION

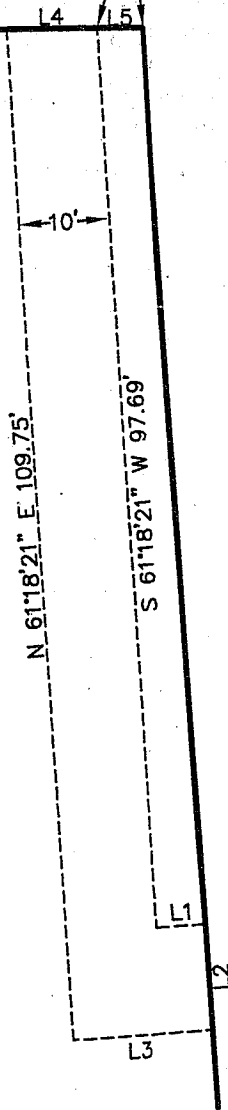
## LEGEND

-  Property Line
-  Proposed Easement
-  Right-of-Way Centerline

LINE TABLE		
LINE	LENGTH	BEARING
L1	5.00'	S 28°41'39" E
L2	11.50'	S 61°18'21" W
L3	15.00'	N 28°41'39" W
L4	10.02'	S 25°28'01" E
L5	5.01'	N 25°28'01" W



GRAPHIC SCALE  
0 20  
1 inch = 20 ft.



**Galena  
Engineering  
Inc.**

Civil Engineers & Land Surveyors  
880 Second Avenue North  
P.O. Box 425  
Ketchikan, Idaho 83340  
(208) 728-4729  
(208) 728-4783 fax  
email galena@galena-engineering.com

AN EXHIBIT MAP FOR A UTILITY EASEMENT LEGAL DESCRIPTION  
**RIVER STREET APARTMENTS**  
WITHIN SECTION 9, T.2N., R.18E., B.M., CITY OF HAILEY, BLAINE COUNTY, IDAHO  
PREPARED FOR THE IDAHO POWER COMPANY

PROJECT INFORMATION  
P: \sdsproj\6749\dwg\Boundary-Plot\6749 IPCO easement.dwg 8/23/2011 7:37:37 AM MDT

SHT 1 OF 1





AGENDA ITEM SUMMARY

DATE: 09/12/11 DEPARTMENT: Legislative DEPT. HEAD SIGNATURE: HD

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SUBJECT:

Contract with The Animal Shelter of the Wood River Valley for expense of \$16,000 for impound services during fiscal year 2012

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BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The attached contract is substantially the same as last year's contract, except the contract term has been changed to coincide with Hailey's fiscal year. Payments have been moved to a quarterly basis to be paid on the 26<sup>th</sup> day of the first month of each quarter during the fiscal year.

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**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:** Caselle # \_\_\_\_\_  
Budget Line Item # \_\_\_\_\_ YTD Line Item Balance \$ 6 \_\_\_\_\_  
Estimated Hours Spent to Date: \_\_\_\_\_ Estimated Completion Date: \_\_\_\_\_  
Staff Contact: \_\_\_\_\_ Phone # \_\_\_\_\_  
Comments: \_\_\_\_\_

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**ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:** (IF APPLICABLE)  
\_\_\_\_ City Attorney      \_\_\_\_ Clerk / Finance Director      \_\_\_\_ Engineer      \_\_\_\_ Building  
\_\_\_\_ Library      \_\_\_\_ Planning      \_\_\_\_ Fire Dept.      \_\_\_\_\_  
\_\_\_\_ Safety Committee      \_\_\_\_ P & Z Commission      \_\_\_\_ Police      \_\_\_\_\_  
\_\_\_\_ Streets      \_\_\_\_ Public Works, Parks      \_\_\_\_ Mayor      \_\_\_\_\_

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RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution 2011-30, authorizing the city to enter into a Contract for Services with The Animal Shelter of the Wood River Valley for FY 2012.

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FOLLOW-UP REMARKS:\*

**CITY OF HAILEY  
RESOLUTION NO. 2011-30**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY  
AUTHORIZING THE EXECUTION OF A CONTRACT FOR SERVICES WITH  
THE ANIMAL SHELTER OF THE WOOD RIVER VALLEY**

WHEREAS, the City of Hailey desires to enter into an agreement with the Animal Shelter of the Wood River Valley under which services shall be performed to impound and care for animals delivered to the Animal Shelter of the Wood River Valley from within the city limits of Hailey.

WHEREAS, the City of Hailey and The Animal Shelter of the Wood River Valley 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 The Animal Shelter of the Wood River Valley and that the Mayor is authorized to execute the attached Agreement,

Passed this 12th day of September, 2011.

City of Hailey

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

ATTEST:

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

CITY OF HAILEY IDAHO  
CONTRACT FOR SERVICES  
ANIMAL SHELTER OF THE WOOD RIVER VALLEY

THIS CONTRACT FOR SERVICES ("AGREEMENT") is in effect from October 1, 2011 to September 30, 2012, by and between the City of Hailey, Idaho, a body corporate and politic and a subdivision of the State of Idaho, hereinafter referred to as "The City" and The Animal Shelter of the Wood River Valley, a non-profit corporation, Blaine County, Idaho, hereinafter referred to as "The Animal Shelter".

RECITALS:

1. The City is authorized pursuant to Idaho law to impound animals that are running at large or pose a danger to the public health safety and welfare.
2. Blaine County Code, Title 4, Chapter 4, Animal Control, establishes requirements for dog licensing and impoundment of dangerous animals and at-large dogs; authorizes fees for violation of terms of the Code and redemption of animals; and provides definitions and other regulations related to the administration of animal control.
3. The Animal Shelter is willing to provide facilities and services for the care and safe housing of animals found in the City of Hailey that are impounded by the City animal control officer, city law enforcement, or taken to the shelter by citizens.
4. It is necessary for the proper operation of a city animal control program to have facilities and personnel available for the care and housing of impounded animals, for communication and exchange of information to the public and the sale and record keeping of the County dog licenses.
5. The parties believe that paying a flat fee for services is a more flexible and fair approach than charging on an individual impound basis. The City's payment of a flat fee reduces administrative costs and recognizes the valuable public and private function served by the Animal Shelter. The flat fee shall reasonably reflect the level of service provided by the Animal Shelter, including but not limited to, the numbers and types of animals from the City of Hailey, and may be adjusted annually during the county's budget process which starts in June and adopted in August of each year.

NOW, THEREFORE, in consideration of the mutual agreement 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: The term of this Agreement shall commence on October 1, 2011 and terminate on September 30, 2012 ("Fiscal Year 2012").
2. RENEWAL: Consideration for services shall be reviewed on a yearly basis by both parties, with The Animal Shelter submitting a budget proposal by June 1 of each year so that the city may consider the request in the City's annual budget process.
3. RECEIPT AND HOUSING OF ANIMALS: The Animal Shelter hereby agrees to receive, house and feed all animals found in the City and delivered to The Animal Shelter by the police, City animal control officer or citizens. The location of pickup shall be documented to establish the jurisdiction of origin for the purposes of this Contract. Any officer or citizen delivering an animal found in The City of Hailey The Animal Shelter must verify that the animal being impounded was found within The City borders and provide a written statement detailing the reasons why the animal(s) was impounded. The capacity of the Animal Shelter is 65 dogs and 65 cats. In the ordinary course of operations, inflow of animals does not exceed capacity. If a situation arises that exceeds capacity, temporary declination of Animal Shelter to accept City impounds shall not be a breach of this agreement. In such an event the Animal Shelter shall exercise its best efforts to shorten the period of over-capacity or find alternate locations for acceptance.
4. VETERINARY CARE: The City shall be responsible to pay any "necessary veterinary care" for animals, as defined herein, which are provided to any animal impounded within the seven day impoundment period, excluding weekend and holidays, pursuant to this Agreement. "Necessary veterinary care" means immediate veterinary treatment for injured, diseased, or sick animals or animals that seriously threaten The Animal Shelter's ability to maintain a healthy animal population.

If within the seven day impound period, excluding weekend and holidays, The Animal Shelter determines an animal received should be euthanized either because of health or behavior issues, The City will be responsible for the cost of such procedures and disposal.

5. RABIES VACCINATION AND LICENSING: Pursuant to Idaho law, dogs over six (6) months of age must be vaccinated for rabies and have on them a collar with a current license. Dogs impounded at the Animal Shelter that are not wearing a collar with a current license tag will be vaccinated for rabies and issued a license. An owner claiming said dog will be charged both for a rabies vaccination and license along with any impound fees. Dogs will not be released without payment for services. If an impounded dog has a microchip or a collar with identification tags, but no current license tag the Animal Shelter will check for current licensing and vaccination status within its

database. If no current license is found the Animal Shelter will vaccinate for rabies if necessary and issue a license at the owner's expense.

6. ADMINISTRATIVE DUTIES: The Animal Shelter agrees to provide facilities and personnel to perform any administrative duties necessary to The City's animal control program including, but not limited to, the sale and record keeping of The County's dog license program.

The City authorizes the Shelter to collect impound fees for animals impounded or taken up pursuant to this Agreement. The Animal Shelter agrees not to release impounded animals to their owners unless and until the impound fees set forth by The City, if any, have been paid and procedures have been followed. Furthermore, The Animal Shelter shall require any impounded dog be licensed before releasing said animal back to its owner.

7. CONSIDERATION: In consideration for the services performed by The Animal Shelter according to the terms of this contract, the City shall pay the Animal Shelter a total sum of \$16,000 for the Fiscal Year 2012 to be paid in quarterly installments of \$4,000 a quarter beginning on October 26, 2011, and continuing on the 26<sup>th</sup> day of the first month of every quarter thereafter during Fiscal Year 2012. In addition, the City shall allow all revenues generated from The Animal Shelter's sale of dog licenses for The City and the collection of impound fees from pet owner's retrieving their animals to remain with the Shelter. "Necessary veterinary services" shall be reimbursed quarterly based upon documentation receipts from a licensed veterinarian.
8. QUARTERLY REPORTS: The Animal Shelter shall provide the City with quarterly reports that include the following information:

- a) Numbers and types of animals impounded;
- b) Location of animal pickup. Any officer or citizen delivering an animal to The Animal Shelter shall verify, to the greatest extent feasible, that the animal being impounded was found within The City of Hailey borders and provide a written statement detailing the reasons why the animal(s) was impounded. Impound records shall be submitted to The City quarterly.
- c) Numbers and types of animal licenses, to whom sold and/or renewed; revenues received.
  - i) The Animal Shelter shall work with the City to develop a reporting system so that City dispatch personnel, the Animal Control officer, law enforcement and citizens can determine the ownership of the animal based upon licensing information, including residence and phone contact of the owner.
- d) Veterinary and euthanasia statistics

9. INDEMNIFICATION: The Animal Shelter agrees fully to indemnify, save and hold harmless The City and their respective officers, agents and employees from and against all claims and actions and all expenses incidental to the investigation and defense thereof, based upon or arising out of damages or injuries to third persons or their property, caused by the fault or negligence in whole or in part of The Animal Shelter, its agents, subtenants, or employees in the operation of the Shelter and the dispatch of the obligations incurred under this Agreement. The City agrees to fully indemnify, save and hold harmless The Animal Shelter, its Board of Directors, officers, agents and employees from and against all claims and actions and all expenses incidental to the investigations and defense thereof, based upon or arising out of damages or injuries to third persons or their property, caused by the fault or negligence in whole or part of The City, their agents, officers, or employees incurred in the enforcement and administration of an animal control ordinance or other law.
10. THE ANIMAL SHELTER A PRIVATE FACILITY: The parties agree that The Animal Shelter is a private facility with its own policies and procedures for the housing and care of animals. Animals impounded or accepted by The Animal Shelter pursuant to this Agreement shall become the property of The Animal Shelter after seven days excluding weekend and holidays, at which time The Animal Shelter shall assume financial responsibility for the continued care and housing of the animals.
11. TERMINATION: Any party to this Agreement may terminate its obligations under this Agreement upon providing the other parties with thirty (30) days written notice.
12. MODIFICATION: There shall be no modification of this Agreement unless executed in writing by the parties.

DATED THIS \_\_\_\_\_ day of September, 2011.

Animal Shelter of the Wood River Valley

City of Hailey, Idaho

\_\_\_\_\_  
Jo-Anne Dixon DVM, Executive Director

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

Attest:

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

AGENDA ITEM SUMMARY

DATE: 09/12/11 DEPARTMENT: Legislative DEPT. HEAD SIGNATURE: HD

SUBJECT:

Contract with BCHA for expense of \$2,500 for services during fiscal year 2012

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The attached contract is substantially the same as last year's contract. The amount is less, per budget, and in exchange the service is reduced by delivery of a semi-annual report, which takes considerable time to prepare, format, and deliver. Payments have been moved to a quarterly basis to be paid on the 26<sup>th</sup> day of the first month of each quarter during the fiscal year.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Caselle # \_\_\_\_\_  
Budget Line Item # \_\_\_\_\_ YTD Line Item Balance \$ 6 \_\_\_\_\_  
Estimated Hours Spent to Date: \_\_\_\_\_ Estimated Completion Date: \_\_\_\_\_  
Staff Contact: \_\_\_\_\_ Phone # \_\_\_\_\_  
Comments: \_\_\_\_\_

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 2011-31, authorizing the city to enter into a Contract for Services for Blaine County Housing Authority for FY 2012.

FOLLOW-UP REMARKS:\*

**CITY OF HAILEY  
RESOLUTION NO. 2011-31**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY  
AUTHORIZING THE EXECUTION OF A CONTRACT FOR SERVICES WITH  
BLAINE COUNTY HOUSING AUTHORITY**

WHEREAS, the City of Hailey desires to enter into an agreement with Blaine County Housing Authority (BCHA) under which BCHA will perform services to manage activities related to affordable housing units within the City of Hailey.

WHEREAS, the City of Hailey and BCHA 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 Blaine County Housing Authority and that the Mayor is authorized to execute the attached Agreement,

Passed this 12th day of September, 2011.

City of Hailey

---

Richard L. Davis, Mayor

ATTEST:

---

Mary Cone, City Clerk

## CONTRACT FOR SERVICES

THIS CONTRACT FOR SERVICES ("Agreement") is made and entered into as of \_\_\_\_\_, by and between the CITY OF HAILEY, IDAHO, a municipal corporation ("Hailey") and the BLAINE COUNTY HOUSING AUTHORITY, an Idaho housing authority ("BCHA") (Hailey and BCHA are collectively referred to as "Parties").

### RECITALS

A. Hailey is a municipal corporation duly organized and existing under the laws of the State of Idaho.

B. BCHA is an Idaho independent public body, corporate and politic, duly organized and operating under the laws of the State of Idaho.

C. BCHA has proposed to provide services to the City of Hailey related to the development and preservation of community housing for low to moderate income households.

D. Pursuant to Idaho Code §§ 50-301 and 50-302, Hailey is empowered to enter into contracts and take such steps as are reasonably necessary to maintain the peace, good government and welfare of the City.

E. Hailey has deed restricted community housing units and anticipates the construction of additional deed restricted community housing units within its municipal boundaries. The deed restricted community housing units may be income based deed restricted units, workforce deed restricted units or other deed restricted units.

F. The Parties have previously entered into a Contract for Services with a term expiring September 30, 2011 ("2010/2011 Contract").

G. The Parties wish to extend and amend the 2010/2011 Contract and enter into a new contract for services.

H. The Parties recognize that i) BCHA is a central and experienced clearinghouse for candidates for deed restricted units and that BCHA is capable of monitoring compliance of deed restricted units, ii) the parties are supportive of appropriate modifications of the collection, analysis and presentation of data to better understand and identify the changing or varying needs within the different communities within Blaine County, iii) BCHA maintains the Blaine County Housing Guidelines, iv) the Guidelines are based on the needs identified in the Blaine County Needs Assessment, and v) the Guidelines are intended to supplement city and county land use and building codes.

I. Subject to the terms and conditions of this Agreement, the Parties desire to enter into this Agreement with BCHA providing certain services for the consideration set forth herein.

## AGREEMENT

NOW, THEREFORE, IN CONSIDERATION of the above recitals which are incorporated below, and of the mutual covenants and agreements herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Services Received. BCHA agrees to provide the following services to Hailey during the term of this Agreement:

1. Database Management:

- a. Maintain accurate, up-to-date database of qualified applicants for BCHA, ARCH Community Housing Trust, and other jurisdiction managed community housing for low to moderate income households. (BCHA and ARCH to utilize a "universal" application form and single, shared database.) Update application database at least annually on a quarterly rotation to keep database current.
- b. Match buyers and renters to available community housing units managed by BCHA, whether developed privately, by ARCH or by other organizations or governmental entities.
- c. Provide data regarding the applicant database to the County, cities, developers and civic organizations requesting assistance in planning and allocating community housing. Track trends in demographics and preferences based on regular database updates.

2. Asset Management:

- a. Manage the BCHA inventory of for-sale and rental community housing. This includes, but is not limited to: (i) monitoring occupancy to ensure compliance with the applicable BCHA deed covenants at least once each annum, (ii) preserving housing stock by ongoing monitoring and enforcement, and (iii) providing referrals to counseling and consulting services to minimize any loss of community housing owners due to payment problems.
- b. Process Notices of Intent to Sell and Rent in a timely manner to facilitate the earliest feasible sale and rent, as applicable. Work closely with potential buyers of for-sale units from pre-qualification counseling through closing, ensuring understanding of applicable deed covenant and community housing guidelines (Re-sales of owned community homes generally occur at a rate of 3% to 5% per year.)
- c. Enter into Notices of Intent to Sell for income and workforce based deed restricted units with applicable developers before a certificate of occupancy is issued for affordable units within a development. The Notices of Intent to Sell will allow the marketing of deed restricted units before the units are available for occupancy with the goal of reducing the period of non-occupancy.

- d. Strengthen deed covenants to ensure highest level of asset management and retention.
- e. Provide special review, consideration and assistance to community home owners facing financial challenges.

3. Communication and Educations Programs:

- a. Be a resource for homebuyer education (coordinate with Idaho Housing and Finance (IHFA) and College of Southern Idaho to provide first-time homebuyer course) and credit counseling. Provide services of a certified Home Counselor. Such programs result in community home applicants who are ready and able to purchase for-sale units.
- b. Provide information to persons in need regarding state and local assistance programs, e.g. rental referrals, tenants' rights, and loan modification and foreclosure prevention counseling.
- c. Communicate regularly with the entire Blaine County community (public at large, press, employers, real estate professionals, mortgage lenders) as well as the applicants and homeowners of Community Homes regarding BCHA programs, expertise, useful information and success stories.
- d. Provide regular (not less often than quarterly) reports and appearances (not less than annually) before the County and cities regarding status of contract services.
- e. Provide, at least once monthly, online newsletter with current news, tips and information about programs, activities and educational opportunities regarding community housing.
- f. Maintain and update website with current activities, educational and reference information, community home opportunities, and general organizational information.
- g. Hold Housing Fairs and/or employer visits, as needed, to educate and attract new candidates to the community homes database of potential applicants.
- h. Update regularly the BCHA Community Housing Guidelines and provide them to jurisdictions served.
- i. Implement a Limited English Proficiency Plan to reach Spanish speaking population.

4. Planning:

- a. Facilitate ongoing planning for community housing by providing information regarding local needs, demographic trends, and development standards to government entities and public/private development entities.
  - b. Seek to engage full community participation/feedback in program planning and service quality assurance issues.
  - c. Work with jurisdictions and other housing entities to prepare a county-wide housing plan based on findings and analysis of 2011 needs assessment study, guiding principles, professional advice and public input.
  - d. Continue to increase cooperation with Sustain Blaine/SVEDC and other organizations to meet challenges related to affordable housing for the workforce as a necessary component of county-wide sustainable economic development.
  - e. Seek additional tools for funding and development of affordable housing.
5. BCHA will continue to cooperate with and support ARCH Community Housing Trust and other partners who may provide the following services during 2011/2012:
- a. Development and construction of new community housing.
  - b. Origination of grant proposals and proposals for designated government funding sources for operations or development.
  - c. Development of strategies for using in-lieu fees for buy-down, acquisition and/or subsidy programs.
  - d. Development of programs with non-profits and other agencies and mortgage lenders to take advantage of foreclosure and bank-owned real estate opportunities.

Additional Services:

As may be requested, BCHA shall provide Hailey staff and/or officials with training and education relating to community housing and with information related to best practices regarding community housing and available resources for programs and services related to community housing, assistance with interpretation of the housing needs assessment and guidelines and input on development proposals related to the provision of community housing. In the event BCHA or Hailey request additional services beyond the services described in this paragraph 1, the Parties shall enter into a written agreement setting forth the services to be provided and the compensation for the services.

2. Term. The term of this Agreement shall commence and be effective on the 1<sup>st</sup> day of October, 2011, and shall terminate on the 30<sup>th</sup> day of September, 2012. Notwithstanding any contrary provision of this Agreement, either party may terminate this Agreement effective upon ninety (90) days advance written notice to the other for any reason or no reason. In addition, the Parties agree that in the event BCHA fails, refuses or is unable to provide the services set forth

hereinabove, the same shall constitute a default under the terms of this Agreement, and that Hailey shall have the power to terminate this Agreement upon fifteen (15) days' advance written notice to BCHA. Furthermore, this Agreement shall be terminable by Hailey upon five (5) days' advance written notice if BCHA is adjudicated bankrupt, or subject to the appointment of a receiver, or has any of its property attached, or becomes insolvent, or is unable to pay its debts as the same become due.

3. Consideration. In consideration for providing the services described in paragraph 1 of this Agreement, BCHA shall receive the administrative fee as specified in the income based deed covenants and workforce deed covenants from the proceeds of the sales price at the time of closing. Following the execution of this Agreement, Hailey agrees to require an administrative fee of three percent (3%) of the gross sales price on all income based deed restricted units at the time of closing. For workforce market deed restricted units, Hailey agrees to require an administrative fee of three percent (3%) of the gross sales price, or two percent (2%) of the gross sales price in the event the seller has a signed listing agreement in effect with a realtor. In consideration for providing the services described in paragraph 1 of this Agreement, Hailey shall pay BCHA Six Hundred Twenty-Five and 00/100's Dollars (\$625.00) per quarter, beginning October 26, 2011, and continuing on the 26<sup>th</sup> day of the first month of every quarter thereafter for the term of this Agreement. The City of Hailey shall also provide BCHA with bookkeeping services, exceeding no more than an average of 8 hours per month, in approximately twice per month increments, including accounts payable, accounts receivable, payroll, taxes, and monthly financial statements.

4. Special Projects. The Parties anticipate that Hailey will need the assistance of BCHA to further interpret and analyze the housing needs assessment and revise Hailey standards to better respond to and address the housing needs of Hailey employers and residents and that it would be appropriate for the Parties to enter into an agreement specifying the scope of the services involving the needs assessment and ordinance revisions.

5. Miscellaneous Provisions.

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

B. Notices. Any notices permitted or required under this Agreement shall be deemed given upon the date of personal delivery or 48 hours after deposit in the United States mail, postage fully prepaid, return receipt requested, addressed to the Parties at the following addresses:

City of Hailey  
115 S. Main Street, Suite H  
Hailey, ID 83333

BCHA  
Post Office Box 550  
Hailey, ID 83333

or at any other address as any party may, from time to time, designate by notice given in compliance with this section.

C. Equal Employment Opportunity. BCHA covenants and agrees that it shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin.

D. Hold Harmless Agreement. Any contractual obligation entered into or assumed by BCHA, or any liability incurred by reason of personal injury and/or property damage in connection with or arising out of BCHA's obligations pursuant to this Agreement shall be the sole responsibility of BCHA, and BCHA covenants and agrees to indemnify and hold Hailey harmless from any and all claims or causes of action arising out of BCHA's activities and obligations as set forth hereinabove, including, but not limited to, personal injury, property damage and employee complaints.

E. Entire Agreement. This Agreement contains the entire agreement between the parties hereto and shall not be modified or changed in any manner, except by prior written agreement executed by the parties hereto. If any term or provision of this Agreement or application thereof shall be declared invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

F. Waiver. Failure of either party at any time to require performance of any provision of this Agreement shall not limit the party's right to enforce the provision, nor shall any waiver of any breach of any provision be a waiver of any succeeding breach of any provision or a waiver of the provision itself for any other provision.

G. 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.

H. 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.

I. Presumption. This Agreement or any section thereof shall not be construed against any party due to the fact that this Agreement or any section thereof was drafted by a party.

J. Agreement Binding. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

K. Further Action. The parties hereto shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.

L. 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.

M. 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. In the event of default, termination of this Agreement or dissolution of BCHA, Hailey shall have the right to demand that BCHA convey its interest in all Hailey income based deeds, workforce deeds or similar deeds to Hailey. In such an event of default, termination of this Agreement or dissolution of BCHA, Hailey shall have the right to pursue specific performance for the conveyance of BCHA's interest in the income based, workforce or similar deeds.

N. 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.

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

P. Amendment. This Agreement may be revised, amended, or canceled in whole or in part, only by means of a written instrument executed by the Parties.

Q. 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 caused this Contract for Services to be executed on the day and years first written above.

BLAINE COUNTY HOUSING AUTHORITY      CITY OF HAILEY

By \_\_\_\_\_  
Executive Administrator

By \_\_\_\_\_  
Richard L Davis  
Hailey Mayor

ATTEST:

By \_\_\_\_\_  
Hailey City Clerk

*The Blaine County Housing Authority's mission is to advocate, promote, plan and preserve the long-term supply of desirable and affordable housing choices in all areas of Blaine County in order to maintain an economically diverse, vibrant, and sustainable community.*



AGENDA ITEM SUMMARY

DATE: 09/12/11 DEPARTMENT: Legislative DEPT. HEAD SIGNATURE: HD

SUBJECT:

Contract with Blaine County for dispatch services from the Blaine County Communications Center during fiscal year 2012.

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The attached contract is substantially the same as last year's contract. Payments have been identified to be remitted on a quarterly basis to be paid on the 26<sup>th</sup> day of the first month of each quarter during the fiscal year.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Caselle # \_\_\_\_\_  
Budget Line Item # \_\_\_\_\_ YTD Line Item Balance \$ 6 \_\_\_\_\_  
Estimated Hours Spent to Date: \_\_\_\_\_ Estimated Completion Date: \_\_\_\_\_  
Staff Contact: \_\_\_\_\_ Phone # \_\_\_\_\_  
Comments: \_\_\_\_\_

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 2011-32, authorizing the city to enter in a Contract for Services for Blaine County Emergency Communications Center (Dispatch) for FY 2012

FOLLOW-UP REMARKS:\*

**CONSOLIDATED EMERGENCY COMMUNICATIONS  
SERVICES AGREEMENT**

This AGREEMENT is made and entered this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between BLAINE COUNTY, 206 1<sup>st</sup> Avenue South, Suite 300, Hailey, ID 83333, (hereinafter referred to as "County") and the City of Hailey ("Customer");

WHEREAS, the County operates a consolidated emergency communications system for various fire protection and law enforcement agencies within Blaine County; and

WHEREAS, the Board of County Commissioners serves as the Governing Board as defined by Idaho Code Section 31-4802(7) for the purpose of maintaining and operating a consolidated emergency communications system; and

WHEREAS, County and Customer desire to enter into an agreement whereby the County will provide consolidated emergency communications services for Fiscal Year 2012; and

WHEREAS, the parties to this services agreement have agreed to a funding model that allocates the cost of providing these services amongst the Customers of said services for Fiscal Year 2012;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN CONTAINED, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Services: County agrees to provide consolidated emergency communications services to customer in the manner set forth in this Agreement. Service shall include 24 hour per day staffing by qualified communications personnel for the purpose of answering and dispatching calls requesting fire, law enforcement, and medical services, including emergency and routine radio communications with law enforcement and fire agencies, communications between members and other dispatch related resources, and support relating to the functions of Customer.
2. Personnel: Personnel providing consolidated emergency communications services shall be County employees and the County shall be responsible for the hiring; training, and supervision of said employees. The parties agree that from time to time, labor shortages may arise, in which case the County will use its best efforts to maintain the necessary staff and equipment to meet its obligations under this Agreement and endeavor to maintain at least two emergency communicators on shift at all times.

3. Hold Harmless: County and Customer hereby covenant and agree to hold and save harmless the other and all of its officers, agents, and employees from all claims whatsoever that might arise against its officers, agents, or employees in the performance of the duties to be performed by County and Customer under the terms of this Agreement.
4. Cost of Services Formula: The parties have agreed to a formula to determine Customer's payment responsibility for Fiscal Year 2012, which is attached to this agreement as Exhibit A. Nothing herein binds or entitles either party to a particular cost of services formula beyond Fiscal Year 2012.
5. Cost of Services: Pursuant to the agreed upon Cost of Services Formula, Customer agrees to pay County \$145,649 for the services outlined in this Agreement for Fiscal Year 2012.
6. Unspent Fiscal 2012 Funds  
If, at the conclusion of Fiscal Year 2012 and upon reconciliation of all accounts, there remain unspent allocated funds from Fiscal Year 2012, the County will place any and all unspent funds into a trust account to be used in future years in support of Consolidated Emergency Communications.
7. Method of Payment: Payment for services shall be paid to the Blaine County Clerk quarterly 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.
8. Dispatch Advisory Councils: Upon entering into this Agreement, Customer becomes a member in both the Technical Advisory Council and the Partner Advisory Council. The Technical Advisory Council will be comprised of dispatch users who will provide input and recommendations to the County Administrator and Governing Board on technical issues relating to PSAP (9-1-1) and Dispatch services and equipment. The Partner Advisory Council will be comprised of Customer representatives who will provide input and recommendations to the County Administrator and Governing Board on funding issues relating to PSAP (9-1-1) and Dispatch services and equipment. Meetings of both Councils shall be open public meetings and minutes shall be taken and circulated to Council Members pursuant to the notice specified by this agreement.
9. Notices: Any notice may be served upon County by certified mail to the Board of County Commissioners at 206 1<sup>st</sup> Avenue South, Suite 300, Hailey, ID 83333, and any notice may be served upon Customer by certified mail to City Clerk of the City of Hailey at 115 South Main Street, Suite H, Hailey, ID 83333. Service of a notice by certified mail shall be deemed complete upon the date of the postmark by certified mail. Either

party may change the address for services of notice by written notice to the other party.

10. Term: The term of this Agreement shall be for Fiscal Year 2012, which commences on October 1, 2011 and concludes on September 30, 2012. The parties may extend the term beyond September 30, 2012, by mutual written agreement.
11. Termination: Either party may terminate this agreement before the end of the term, with or without cause, by providing the other party with ninety (90) days written notice, but shall be responsible for a pro rata share of services rendered prior to termination.
12. Merger: This Agreement embodies the sole understanding of the parties. There are no other oral or written agreements outside of this Agreement. No modification, amendment or addition to this Agreement shall be effective unless agreed to by the Parties in a written instrument duly executed by Contractor and the Board.
13. Waiver: The failure of any Party to insist upon strict performance of any of the obligations contained herein shall not be deemed a waiver of any rights or remedies that said Party may have, and shall not be deemed a waiver of any subsequent breach in the performance of any of the terms and provisions contained herein by the same or any other person.
14. Third Party Beneficiary Rights: This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not a party hereto unless otherwise expressly provided herein.
15. Construction: No presumptions shall exist in favor of or against any party to this Agreement as a result of the drafting and preparation of this Agreement.
16. Venue and Controlling Law: In the event an action is brought to enforce or interpret this Agreement, the parties submit to the exclusive jurisdiction of the courts of the State of Idaho, and agree that venue for any such action shall be in Blaine County, Idaho. The validity, performance and construction of this Agreement shall be governed by the laws of the State of Idaho.

EXECUTED and effective as of the day and year provided herein.

BLAINE COUNTY, IDAHO

\_\_\_\_\_  
By: Angenie McCleary  
Chairman, Board of County Commissioners

Attest: \_\_\_\_\_  
Jolynn Drage, Clerk

CUSTOMER

\_\_\_\_\_  
By:

**Exhibit A**

**Fiscal Year 2012 Consolidated Emergency Communications Services Pricing Matrix**

Jurisdiction	Addresses in Parcel Data System (by fire district*)	Hotel Units	Fire/Med Units	Law Enf. Units	Total Units	Allocation Dispatchers 1-6	% of Total Units	Allocation of Dispatchers 7-8 w/ Op. Expenses	% of "Urban" Units	Allocation of Dispatchers 9-13	Total Allocation
City of Bellevue	1011	30	1024	1031	2055	\$0	7.8%	\$13,124	4.5%	\$15,167	\$28,292
Carey Rural F&R	620		620	0	620	\$0	2.4%	\$3,960	0	\$0	\$3,960
City of Hailey	3352	183	3429	3476	6905	\$0	26.3%	\$44,101	30.3%	\$101,547	\$145,649
City of Ketchum	3828	237	3928	3989	7917	\$0	30.1%	\$50,561	34.8%	\$116,421	\$166,981
Ketchum Rural	1667		1667	0	1667	\$0	6.3%	\$10,646	0.0%	\$0	\$10,646
Minidoka	12		12	0	12	\$0	0.0%	\$77	0.0%	\$0	\$77
Smiley Creek	77		77	0	77	\$0	0.3%	\$492	0.0%	\$0	\$492
City of Sun Valley	2649	253	2755	2921	5576	\$0	21.2%	\$35,614	24.5%	\$82,003	\$117,617
West Magic	126		126	0	126	\$0	0.5%	\$805	0.0%	\$0	\$805
WRFR	1342		1342	0	1342	\$0	5.1%	\$8,571	5.9%	\$19,735	\$28,306
Blaine County	n/a		n/a	n/a	n/a	\$401,850	n/a	\$0	n/a	\$0	\$401,850
<b>Total</b>	<b>14,684</b>	<b>703</b>	<b>14,979</b>	<b>11,318</b>	<b>26297</b>	<b>\$401,850</b>	<b>100.0%</b>	<b>\$167,950</b>	<b>100%</b>	<b>\$334,874</b>	<b>\$904,674</b>

Notes: \*District Boundaries as verified by State Tax Commission Data