



## City of Ketchum

November 18, 2021

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation To Enter into Contract 22028 with Idaho Dark Sky Alliance**

#### Recommendation and Summary

Staff is recommending the council approve the annual contract with Idaho Dark Sky Alliance (ISDA) and adopt the following motion:

**"I move to approve Contract 22028 with Idaho Dark Sky Alliance."**

The reasons for the recommendation are as follows:

- The primary reason for the City to enter this contract is to support the ISDA's monitoring and maintenance of the Central Idaho Dark Sky Reserve.
- The funding was approved in the FY22 adopted budget.

#### Introduction and History

The CIDSR was certified in December 2017 by the International Dark Sky Association (IDA). Certification required that the CIDSR agree to implement all the IDA requirements to become a Dark Sky Reserve. One of these requirements is that "Municipalities, management entities, and partners within the Reserve agree to establish interpretive outreach programs to support the goals of the Reserve and educate visitors and residents about the importance of preserving the dark night sky resource."

ISDA is an Idaho non-profit corporation with an IRS 501(c)(3) designation engaged in the business of fundraising and day-to-day operations of the Central Idaho Dark Sky Reserve (CIDSR). ISDA functions under the CIDSR Oversight Group (Blaine County, Ketchum, Stanley, Sun Valley, and the Sawtooth National Forest). The Alliance proposes and implements projects that accomplish portions of the Reserve's Lightscape Management Plan. While Ketchum has had a seat on the Oversight group for years, the proposed contract is new this year.

#### Sustainability

Approval of contract will assist with the maintenance of the CIDSR while also supporting education and outreach efforts to our community and visitors.

#### Financial Impact

The cost for services is \$2,200 for the year and funding will be allocated from the Local Option Tax Account within the approved FY22 budget.

#### Attachments

Proposed Contract #22028

Attachment A: Funding request

## CONTRACT FOR SERVICES 22028

THIS AGREEMENT, made and entered into this 18<sup>th</sup> day of November 2021, by and between the CITY OF KETCHUM, IDAHO, (hereinafter referred to as "the City") and the IDAHO DARK SKY ALLIANCE, an Idaho nonprofit corporation with an IRS 501 (c)(3) designation, (hereinafter referred to as "IDSA").

### FINDINGS

1. Ketchum is a municipal corporation duly organized and existing under the laws of the State of Idaho.
2. IDSA is an Idaho non-profit corporation with an IRS 501(c)(3) designation engaged in the business of fundraising and day-to-day operations of the Central Idaho Dark Sky Reserve (CIDSR). IDSA functions under the CIDSR Oversight Group (Blaine County, Ketchum, Stanley, Sun Valley, and the Sawtooth National Forest). The Alliance proposes and implements projects that accomplish portions of the Reserve's Lightscape Management Plan.
3. Ketchum is a destination resort city as defined by Idaho Code § 50-1044 as it derives a major portion of its economic wellbeing from businesses catering to the recreational needs and meeting the needs of people traveling to the Sun Valley area. As a resort city, Ketchum is eligible to and does collect a local option non-property tax.
4. Pursuant to Idaho Code § 50-301 and § 50-302, Ketchum 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 and its trade, commerce and industry. Accordingly, Ketchum has the power as conferred by the State of Idaho, to provide directly for certain promotional activities to enhance the trade, commerce, industry, and economic well-being of the City.
5. The primary reason for the City to enter this contract is to support the monitoring and maintenance of the CIDSR. The CIDSR was certified in December 2017 by the International Dark Sky Association (IDA). Certification required that the CIDSR agree to implement all of the IDA requirements to become a Dark Sky Reserve. One of these requirements is that "Municipalities, management entities, and partners within the Reserve agree to establish interpretive outreach programs to support the goals of the Reserve, and educate visitors and residents about the importance of preserving the dark night sky resource."
6. Ketchum has committed \$2,200 towards this contract for services in the FY22 budget.
7. IDSA desires to enter into an agreement with Ketchum to provide services identified in Attachment A.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, it is agreed by and between the City and the IDSA as follows:

1. **SERVICES RECEIVED.** IDSA agrees to provide those services identified in Attachment A as an independent contractor. IDSA agrees that it shall provide, at its sole expense, all costs of labor, materials, supplies, business overhead and financial expenses, liability insurance, fidelity bonds, and all necessary equipment and facilities required to provide the services as set forth in this Agreement.

2. **TERM.** The term of this Agreement shall commence October 1, 2021 and shall terminate on the 30<sup>th</sup> day of September 2022.
3. **CONSIDERATION.** In consideration for providing the services described in Attachment A, the City agrees to pay to IDSA the total sum of TWO THOUSAND TWO HUNDRED DOLLARS (\$2,200.00) payable in one lump sum. IDSA will provide the City an invoice; the City shall pay IDSA the amount set forth in such invoice no later than thirty (30) days after the date of such invoice.
4. **REPORTING.** IDSA agrees to report to the Ketchum City Council via it's submitted annual report to the IDA.
5. **TERMINATION.** The City may terminate this Contract with 120 days written notice to IDSA with or without cause. The City reserves the right to request an independent audit under the provisions herein upon termination, and such audit obligation and cost on the part of IDSA shall survive any termination of this Contract.
6. **EQUAL EMPLOYMENT OPPORTUNITY.** IDSA covenants that it shall not discriminate against any employee, volunteer, or applicant for employment because of race, religion, color, sex, or national origin.
7. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge and agree that IDSA shall provide its services for the fee specified herein in the status of independent contractor, and not as an employee of the City. IDSA shall create, direct, and control its own means and methods of performing this Agreement. IDSA and its agents, members, employees, and volunteers, shall not accrue leave, retirement, insurance, bonding, or any other benefit afforded to employees of the City. The sole interest and responsibility of the City under this Agreement is to assure itself that the services covered by this Agreement shall be performed and rendered by IDSA in a competent, efficient and satisfactory manner.
8. **HOLD HARMLESS AGREEMENT.** Any contractual obligation entered into or assumed by IDSA, or any liability incurred by reason of personal injury and/or property damage in connection with or arising out of IDSA's obligations pursuant to this Agreement shall be the sole responsibility of IDSA, and IDSA covenants and agrees to indemnify and hold the City harmless from any and all claims or causes of action arising out of IDSA's activities and obligations as set forth hereinabove, including, but not limited to, personal injury, property damage, and employee complaints.
9. **NON-ASSIGNMENT.** This Agreement may not be assigned by or transferred by IDSA, in whole or in part, without the prior written consent of the City.
10. **DISPUTES:** In the event that a dispute arises between the City and IDSA regarding application or interpretation of any provision of this Agreement, the aggrieved party shall promptly notify the other party to this Agreement of the dispute within ten (10) days after such dispute arises. If the parties shall have failed to resolve the dispute within thirty (30) days after delivery of such notice, the parties agree to first endeavor to seek to settle the dispute in an amicable manner by non-binding mediation before resorting to litigation. Should the parties be unable to resolve the dispute to their mutual satisfaction within thirty (30) days after such completion of mediation, each party shall have the right to pursue any rights or remedies it may have at law or in equity.
11. **MISCELLANEOUS PROVISIONS.**



- a. Paragraph 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 of the provisions of the Agreement.
- b. Provisions Severable. 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.
- c. Rights and Remedies are Cumulative. 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.
- d. Successor and Assigns. This Agreement and the terms and provision hereof shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.
- e. 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 matters.
- f. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Idaho. Venue shall be in Blaine County, Idaho.
- g. Preparation of Agreement. No presumption shall exist in favor of or against any party to this Agreement as a result of the drafting and preparation of the document.
- h. No Waiver. No waiver of any breach by either party of the terms of this Agreement shall be deemed a waiver of any subsequent breach of the agreement.
- i. Amendment. No amendment of this Agreement shall be effective unless the amendment is in writing, signed by each of the parties.
- j. Notices. Notices hereunder shall be by personal delivery or US Mail Certified/Return Receipt and shall be deemed effective upon such personal delivery or two (2) business days after mailing, whichever is later. Notices shall be provided as follows:

a. City: City Administrator  
City of Ketchum  
P.O. Box 2315  
Ketchum, ID 83340

b. Consultant: Idaho Dark Skies Alliance  
PO Box 4903  
Ketchum, ID 83340

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

CITY OF KETCHUM, IDAHO

IDAHO DARK SKY ALLIANCE

By: \_\_\_\_\_  
Neil Bradshaw  
Mayor

By:  \_\_\_\_\_  
Carol Cole  
President

ATTEST:

\_\_\_\_\_  
Tara Fenwick  
City Clerk



## City of Ketchum

CX

**Agency Name:** Idaho Dark Sky Alliance for Central Idaho Dark Sky Reserve (CIDSr)  
**Project Name:** Educational Outreach, Light Pollution Monitoring, and Data Management  
**Contact Person:** Carol Cole or Steve Botti  
**Address:** PO Box 4903, Ketchum ID 83340  
**Email:** [idahodarksky@gmail.com](mailto:idahodarksky@gmail.com)  
**Phone Number:** Carol 208-721-2303, Steve 208-608-8739

Please provide the information requested below and return via email to [aswindley@ketchumidaho.org](mailto:aswindley@ketchumidaho.org) no later than end of day, **Monday, May 10, 2021** / prior to the City Council's first Budget Strategic Session on May 11, 2021. The Council will not be reviewing the details per application on May 11<sup>th</sup> but rather will be presented with an overall summary of all requests.

If you have any supporting documents or if additional space is needed – or any additional information you would like the City to consider – please feel free to attach.

If any of the below items do not apply to your request, please indicate with N/A.

1. **Amount requested for fiscal year 2022:** \$ \$2200 (\$1,500 Education and Outreach Program Support, including signage, and \$700 for light pollution monitoring)
2. **What percentage of your overall budget does the requested amount represent?** 18 %
3. **Please list your primary funding sources other than the City and the percentage of your budget they represent:**

| Funding Source                                   | % of Budget |
|--|-------------|
| Blaine County (requested)                        | 25%         |
| City of Sun Valley (requested)                   | 17%         |
| City of Stanley (requested)                      | 15%         |
| Chambers of Commerce (Stanley Chamber committed) | 15%         |
| Idaho Dark Sky Alliance (committed)              | 10%         |

**4. How would your program or project be impacted if it did not receive funding from the City or if funding were reduced?**

If City of Ketchum funds are not received it will be difficult to implement a Dark Sky monitoring program to the IDA standard required to properly assess the level of light pollution in the Reserve and the threats posed by this pollution. It also will be more difficult to properly assess the threats posed by this pollution and the effectiveness of the Reserve efforts to mitigate this pollution.

In addition, it would be difficult to achieve the level of education and outreach required to allow the public to fully enjoy the Reserve and understand the significance of preserving the naturally dark night environment.

**5. Does your program or project have a strategic/business plan in place? Yes   X   No        If yes, please attach a copy upon submission.**

While the Idaho Dark Sky Alliance does not yet have a formal strategic plan, we continue to use the Lightscape Management Plan submitted to IDA as part of the application for designation as a guide for our initial actions. The IDA application required detailed information about planned actions and programs. At the time of designation, the Dark Sky Reserve committed to implementing specific actions within a five-year timeline. (see attached timeline)

The Idaho Dark Sky Alliance was created as a nonprofit organization in 2020 to help manage the fund-raising and day-to-day operations of the Reserve. It functions under the general direction of the CIDSR Oversight Group (Blaine County, Ketchum, Stanley, Sun Valley, and the Sawtooth National Forest). The Alliance proposes and implements projects that accomplish portions of the Reserve's Lightscape Management Plan.

Currently, we have a Board of Directors and basic officers, all of whom are volunteers. It is not a membership organization, but works closely with interested stakeholders, such as the Idaho Conservation League, and private individuals.

**6. If you received funds from the City in fiscal year 2021, please provide specific examples of how those funds were used to benefit the community.**

N/A

**7. If you receive funds from the City in fiscal year 2022, please provide specific goals set by your organization.**

**Outreach and Education:**

The Central Idaho Dark Sky Reserve (CIDSR) was certified in December 2017 by the International Dark Sky Association (IDA). Certification required that the CIDSR agree to implement all of the IDA requirements to become a Dark Sky Reserve. One of these requirements is that *"Municipalities, management entities, and partners within the Reserve agree to establish interpretive outreach programs to support the goals of the Reserve, and educate visitors and residents about the importance of preserving the dark night sky resource."*

Since 2017 the Reserve has offered a range of interpretive programs led by astronomers and other subject matter experts. To supplement and expand upon these efforts, the Alliance would like to begin establishing a network of interpretive signs and permanent exhibits. These will be strategically placed in easily accessible locations such as roadsides, campgrounds, trails, visitor centers, and developed commercial areas to provide information about astronomy, the importance of dark night sky to maintaining healthy ecosystems, and dark sky friendly outdoor lighting.

Other outreach and education opportunities include:

- Creating relationships with professional groups (architects, engineers, store owners) to develop displays and/or continuing education seminars for building professionals.
- Creating relationships with university scientists and astronomy/environmental professionals to utilize their expertise and to develop programs and advocacy on astronomy and the night sky.
- Working with local tourism groups (local Chambers of Commerce, Visit Sun Valley, local outfitters, lodging providers) to educate and excite them about the economic potential of Dark Skies tourism.
- Exploring opportunities with Sun Valley Lodge, Galena Lodge, Smiley Creek Lodge, Idaho Rocky Mountain Ranch, Redfish Lake Lodge and others that could host events.
- Developing a modular/traveling exhibit for use at local events and promotions to provide information about dark sky benefits and responsibilities, light pollution, and how to get involved.
- Establishing a collection of educational and presentation materials that can be used for programs with schools, youth organizations (camps, scouts, 4H), and civic groups.
- Maintaining and enhancing the Dark Sky Reserve website.
- Reprinting the Dark Sky Reserve brochure.

#### Light Pollution Monitoring

In its Lightscape Management Plan, the Reserve committed to annually monitoring trends in light pollution by periodically monitoring the darkness of the night sky and the percentage of outdoor lights in compliance with International Dark Sky Association standards. In order to monitor effectively these trends, the Reserve needs to enhance its monitoring capabilities by obtaining additional mobile and permanently-mounted sky quality meters/cameras.

The mobile meters will allow volunteers to record sky quality at the designated array of monitoring sites more frequently throughout the year. The additional data will provide a more complete picture of light pollution impacts in the Reserve and the ability to analyze long-term trends. The funding request will allow the Reserve to purchase two additional meters.

Automated permanently-mounted sky quality meter sites will provide a complete data of all clear nights throughout the year from representative critical sites within the Reserve, such as the Wood River Valley and the Sawtooth Valley. The funding request will allow the Reserve to purchase one more automated site.

#### Overall benefits of the Central Idaho Dark Sky Reserve to the City of Ketchum and city residents

The Idaho Dark Sky Alliance works with a number of organizations throughout the reserve to educate residents about the importance of maintaining dark skies. The group also serves as a resource for Ketchum and other communities as they develop and implement dark sky policies.



The pristine dark skies we enjoy in the Reserve are a treasured resource for both local residents and visitors. A main goal for the CIDSR is to preserve our dark skies. Reducing artificial light at night benefits human health and wildlife populations, and reduces energy consumption. Dark Sky designation can also provide economic benefits to local businesses through increased tourism and specific benefits to businesses that provide dark sky related items.

The City of Ketchum has been involved with the Dark Sky planning discussions since the 1990s when the city passed a Dark Sky Lighting Ordinance. City staff were instrumental in the early planning effort to get CIDSR recognized as the first Dark Sky Reserve in the US.

## **Additional Information for Question 5**

### **Benchmarks for Lightscape Management Plan**

**(from CIDSR Application, pages 52-53)**

#### **1-12 months following accreditation of the CIDSR**

- Establish advisory group for CIDSR. This group will include a representative from each of the following: City of Ketchum, City of Sun Valley, City of Stanley, Board of Blaine County Commissioners, USFS Sawtooth National Recreation Area, Idaho Conservation League, and two citizen representatives: one from the Sawtooth Valley and one from the Ketchum/Sun Valley/Blaine County area. The advisory group will establish working groups for Education and Outreach, and Monitoring and Reporting. The advisory group will meet at least quarterly to ensure coordination among the CIDSR partners, and to provide feedback to the working groups.
- Launch a media and educational effort highlighting CIDSR.
- Host at least 4 dark sky educational events in the surrounding communities.
- Advisory group will begin to develop incentive programs for compliance. This will include continuing to work with the Salmon River Electric Cooperative (SREC) and Idaho Power to provide economic incentives for customers to convert to energy efficient, dark sky compliant lighting. SREC provides electricity to the entire Sawtooth Valley and offers customer rebates for energy efficient lights funded by the Bonneville Power Administration.
- Secure funding and erect signage along entrances to the Dark Sky Reserve

#### **1-3 years after enactment of the CIDSR**

- Advisory group will continue to work with Thompson Creek Mining Company to further reduce light output from mining operations based off of CIDSR compliance criteria.
- Stanley will adopt an outdoor lighting ordinance that will assure continuation of its program to maintain shielding of 100% of outdoor lights.
- Stanley will convert its current shielded street lights to 3000 K or less lamps.
- Advisory group will work with local communities to develop lighting showcase areas that can serve educational purposes.

#### **Annually**

- Advisory group will coordinate with municipalities and partners to host at least four dark sky educational events in the surrounding communities.
- SQM monitoring throughout reserve; compliance monitoring will occur in municipalities (see specifics outlined in monitoring and reporting plan section) and counties.
- Advisory group will oversee annual report preparation and submission to IDA.

### **Interpretation and Education**

Because skies and celestial objects have engaged, intrigued and awed humanity since ancient times, they can serve as a useful bridge between those times and the present, as well as between science and imagination. Increasing awareness and knowledge in this arena is one key objective of CIDSR. There are currently a number of education programs underway which focus on astronomy and the dark skies of the region. Creation of CIDSR will enhance these programs as well as increase scientific research and astro-tourism.

Achievement of a dark sky status is also a way to bring back cultural storytelling, songs, and gatherings that have not been practiced for centuries. A Dark Sky designation could provide an opportunity to better connect and engage the public in these cultural opportunities.

A committee has been formed to carry out education and outreach efforts. It is currently made up of representatives from the Idaho Conservation League, local governments, educational non-profits, and interested volunteers from the Reserve area. The Education and Outreach Committee hopes to capture community excitement and channel it into effective action. In order to harness the early interest in CIDSr and create lasting, sustainable momentum, the committee will develop and implement a strategy that includes a variety of education and outreach events, publicizing these and other related activities, regularly reporting progress toward Dark Sky goals, and tapping into strong community institutions in order to make them vital stakeholders in lightscape management.

### **Outreach and Education Planning**

If CIDSr is accredited the committee plans to work with a broad range of partners to increase awareness of the Reserve, encourage night sky friendly lighting, and inspire appreciation of the area's dark sky resource.

A wide range of educational efforts has been discussed throughout the planning process. The committee will determine the feasibility of the various proposals to be implemented within the first five years of achieving reserve status. Potential programs and actions include:

#### *Outreach and Education*

- Create relationships with routine outdoor users to implement a regular dark sky monitoring schedule (the Community School outdoor program, Hemingway STEAM School, Girl/Boy Scouts, 4H, Firstlite, etc)
- Create relationships with professional groups (architects, engineers, store owners) to develop displays and/or continuing education seminars for building professionals
- Create relationships with energy providers (Idaho Power, Salmon River Electric) and financial institutions on current and future financial incentives for upgrading light fixtures to be compliant
- Create relationships with scientists and astronomy/environmental professionals (ICL, ERC, CSI Planetarium), etc for information and advocacy on astronomy and the night sky
- Recruit and train volunteers to provide programs for interested groups about dark sky benefits and responsibilities, to conduct light inventories, staff educational booths at local events, and support other efforts
- Establish a collection of educational and presentation materials that can be used for programs with schools, youth organizations (camps, scouts, 4H), and civic groups
- Develop a modular/traveling exhibit for use at local events and promotions to provide information about dark sky benefits and responsibilities, light pollution, and how to get involved
- Work with local visitor centers in the Stanley and Ketchum area to design and install permanent Dark Sky exhibits.
- Identify potential locations along state highways 75 and 21 where visitors can park to enjoy the night sky and install wayside interpretive signs to explain the role of the Reserve in preserving the dark sky resource.
- Work with the Idaho Transportation Department to explore the possibility of re-designating the Sawtooth Scenic Byway as the Sawtooth Dark Sky Scenic Byway

- Identify local and regional funding sources and potential grants to support educational outreach and other Dark Sky efforts and materials