



City of Ketchum

October 19, 2020

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Enter into Contract 20550 For Services with Eco Edge LLC

Recommendation and Summary

Staff is recommending the council approve a short-term contract Eco Edge LLC to and adopt the following motion:

I move to authorize the Mayor to sign Contract 20550 with the Eco Edge.

The reasons for the recommendation are as follows:

- The City is contracting with Eco Edge to support Ketchum Sustainability Advisory Committee (KSAC) and the associated city sustainability goals
- The funding was approved in the FY21 adopted budget for sustainability initiatives/projects

Introduction and History

As part of the FY21 budget, the Council authorized funding for sustainability initiatives/projects. The proposed contract provides the scope of work.

Financial Impact

The cost for services is not to exceed \$3,000, payment is made based on the invoices submitted to the City. The Fiscal Year 21 budget includes funding for the proposed services. Approval of this contract would result in \$47,000 available for sustainability efforts.

Attachment
Proposed Contract 20550

ATTACHMENT A

Eco Edge Scope of Work for FY21

Funds Provided: \$3,000

Scope of Work:

- Coordination of GHG inventory and team meetings and drafting of report
- Produce a summary of KSAC accomplishments to date
- Produce an updated draft action list for 2021
- Review staff reports related to sustainability, draft and issue letters to Council to convey KSAC support and reasoning
- Present to Council as needed
- Screen various emails and webinar opportunities for pertinent opportunities for KSAC (e.g. micro bonds, DOE wastewater webinar/program)
- Analyze and report on sustainability performance (if the City resumes benchmarking)
- Correspondence with other organizations and cities to coordinate sustainability efforts and learn from each other
- Monitor Fire Station and new City Hall project progress and opportunities, provide advice as needed
- Coordinate with City staff as needed
- Research as needed

INDEPENDENT CONTRACTOR AGREEMENT 20417

THIS AGREEMENT made and entered into this ____ day of _____, 2020, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation (hereinafter referred to as "Ketchum") and Eco Edge LLC.

FINDINGS

1. Ketchum is a municipal corporation duly organized and existing under the laws of the State of Idaho.
2. ECO EDGE will provide services to the City of Ketchum consistent with the services identified in Attachment A associated with the city's sustainability goals/initiatives and in support of the Ketchum Sustainability Advisory Committee.
3. 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.
4. Ketchum has appropriated funds for business development activities for the ECO EDGE in the amount of \$187,200.
5. ECO EDGE desires to enter into an Agreement with Ketchum to provide such services all as hereinafter provided.

NOW, THEREFORE, the parties hereto covenant and agree as follows:

- 1. SERVICES RECEIVED.** ECO EDGE agrees to provide those services described in Attachment A, as an independent contractor. ECO EDGE shall be responsible for all associated taxes, workers compensation and other related expenses.
- 2. TERM.** The term of this Agreement shall commence on October 1, 2020 and shall terminate on the 31st day of December, 2020.
- 3. CONSIDERATION.** In consideration for providing the services as herein provided, Ketchum agrees to pay to ECO EDGE \$1,000 monthly at an hourly billable rate of \$75.00. Payments will be payable within 45 days of submittal of the invoice to the city. The invoice requesting payment shall itemize the specific service provided as identified in Attachment A.
- 4. REPORTING.** With each invoice, ECO EDGE will itemize the services performed, hours associated with the service and the cost for service.
- 5. NOTICES.** All notices to be served pursuant to this Agreement or which are served with regard to this Agreement shall be sent by general mail to the parties at the following addresses:

City Administrator
City of Ketchum
Post Office Box 2315
Ketchum, ID 83340

Sharon Patterson Grant
ECO EDGE
Post Office Box 6205
Ketchum, ID 83340

6. EQUAL EMPLOYMENT OPPORTUNITY. ECO EDGE covenants and agrees that it shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin.

7. TERMINATION. Notwithstanding any contrary provision of this Agreement, either party may terminate this Agreement effective upon thirty (30) days written notice to the other for any reason or no reason. In addition, the parties agree that in the event ECO EDGE 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 Ketchum shall have the power to terminate this Agreement upon two (2) days' written notice to ECO EDGE. Furthermore, this Agreement shall be terminable by Ketchum upon five (5) days' written notice if ECO EDGE 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. No refund of funds paid shall occur if the Agreement is terminated.

8. NONASSIGNMENT. This Agreement, in whole or in part, shall not be assigned or transferred by ECO EDGE to any other party except upon the prior written consent of Ketchum and approved by the Ketchum City Council.

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

10. 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.

11. SUCCESSION. This Agreement shall be binding upon all successors in interest of either party hereto.

12. LAW OF IDAHO. This Agreement shall be construed in accordance with the laws of the State of Idaho.

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

Eco Edge LLC

CITY OF KETCHUM

By

By

Sharon Patterson Grant
Owner

Neil Bradshaw
Mayor

ATTEST:

By

Katrin Sharp
Deputy City Clerk