



City of Ketchum

December 1, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Independent Contractor Agreement #22039 with Wood River GIS Consulting (WRGIS)

Recommendation and Summary

Staff is recommending the council adopt the following motion:

"I move to approve the submitted contract between the city and Wood River GIS Consulting in an amount not to exceed \$10,000.

The reasons for the recommendation are as follows:

- The independent contractor will be on hand to fulfill specific GIS requests from the city that fall outside of the County's scope.
- Work shall include, but not be limited to, a variety of map work associated with zoning and roads addition, removal or adjustments; land use analysis under the capabilities of GIS; illustrative maps and other routine map needs of the Planning & Building Director and other departments.

Introduction and History

Ketchum entered an updated interlocal agreement with Blaine County this fiscal year. The County will host and maintain Ketchum's GIS information that is available for staff and public use. Previous contracts included County staff time for extra projects requested – FY21's contract for \$23,420 (FY21) was reduced to \$5,510 in FY22. The independent contractor will now fill that role as needed.

Sustainability Impact

There is no sustainability impact.

Financial Impact

The cost for services is not to exceed \$10,000 in FY22.

Funding will be allocated from the Professional Services account in the Administrative budget within the approved FY22 budget.

Attachment:

1. Independent Contractor Agreement #22039

INDEPENDENT CONTRACTOR AGREEMENT #22039

THIS INDEPENDENT CONTRACTOR AGREEMENT ("Agreement") is made and entered into this 6th day of December, 2021, by and between the City of Ketchum, Idaho ("City") and Chris Corwin d/b/a Wood River GIS Consulting ("WRGIS").

FINDINGS

1. City is a local corporation and political subdivision of the State of Idaho and has authority to enter into a contract for services with WRGIS.
2. Chris Corwin is an individual doing business as WRGIS in Blaine County, Idaho and who wishes to contract with the City in a support and management consultant capacity.
3. Subject to the terms and conditions set forth herein, the parties hereto are desirous of entering into an independent contractor agreement with WRGIS providing support services for the City.

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

1. WORK. City hereby engages WRGIS and WRGIS hereby accepts the engagement to perform the tasks described in paragraph 3 of this Agreement for City subject to the terms and conditions of this Agreement.

2. TERM. This Agreement shall have a term of twelve consecutive months and shall commence on October 1, 2021 and terminate on September 30, 2022.

3. DUTIES. WRGIS agrees as part of its duties under this Agreement that WRGIS shall perform GIS services for the City of Ketchum Planning & Building Director, and for other city departments as time permits as determined by the City of Ketchum Planning & Building Director. GIS services shall generally occur at the home office of WRGIS on their equipment. Updated data will then be returned to the City and copied to their servers for their use. Work shall include, but not be limited to, a variety of map work associated with zoning, roads and address point, addition, removal or adjustments; land use analysis under the capabilities of GIS; illustrative maps as may be needed from time to time, and other routine map needs of the Planning & Building Director. WRGIS will also work to develop an ARCGIS Online site for the City. WRGIS shall faithfully perform its duties under this Agreement to the best of its ability.

4. CONSIDERATION. City agrees to pay WRGIS for the services described in paragraph 3 of this Agreement in an amount not to exceed \$10,000.00 during the term of this Agreement, at a rate of \$50 per hour. A monthly invoice shall itemize the specific service provided and submitted to the City. WRGIS shall be solely responsible for the payment of insurance required by law, such as worker's compensation or unemployment insurance. City is not responsible to provide WRGIS with any health insurance, life insurance, disability insurance, or other such fringe benefits, such as sick leave, vacation time or compensatory time. City is not responsible to withhold from WRGIS's compensation amounts for federal and state income tax, FICA or Medicare.

5. TERMINATION

5.1 Termination by City. The parties agree that this Agreement may be terminated by City without "cause" at any time upon thirty (30) days' notice to WRGIS.

5.2 Termination by WRGIS. The parties agree that this Agreement may be terminated by WRGIS without "cause" at any time upon thirty (30) days' notice to City.

6. RELATIONSHIP. The parties agree that their relationship is an independent contractor relationship. The relationship between the parties hereto shall not be that of Employer and Employee.

7. MISCELLANEOUS PROVISIONS

7.1 Notices. All notices and demands of any kind which either party hereto may be required or desires to serve upon the other party under the terms of this Agreement shall be in writing and shall be served upon such other party by personal service upon such other party, or by leaving a copy of such notice or demand at the address hereinafter set forth, whereupon service shall be deemed complete, or by mailing a copy thereof by certified or registered mail, airmail if the address is outside the state in which the same is mailed, postage prepaid, with return receipt requested, addressed as follows:

If to City: City Administrator
 PO BOX 2315
 Ketchum, ID 83340

If to WRGIS: Mr. Chris Corwin
 240 W Cottonwood St
 Hailey, ID 83333

In case of service by mail, it shall be deemed complete on the day of actual delivery as shown on the addressee's registry of certification receipt or at the expiration of the third day after the date of mailing, whichever first occurs. The addresses to which notices and demands shall be delivered or sent may be changed from time to time by notice served as hereinabove provided by either party upon the other party.

7.2 Attorney Fees. If a dispute should arise between the parties regarding the interpretation, validity or enforcement of this Agreement, the prevailing party shall be entitled to recover from the other party its attorney's fees and costs incurred in such dispute in litigation and on any appeals.

7.3 Successors and Assigns. This Agreement shall be binding and shall inure to the benefit of the parties hereto and their respective successors in interest.

7.4 Binding Effect. The rights and obligations of the parties hereunder shall enure to the benefit of and shall be binding upon their respective successors and legal representatives. If any provision of this agreement is judicially determined to be invalid or unenforceable, the remainder of the agreement shall, nonetheless, remain valid and enforceable.

7.5 Governing Law. This agreement shall be construed in accordance with the laws of the State of Idaho.

7.6 Entire Agreement. This agreement contains the entire agreement between City and WRGIS concerning employment. It may not be changed orally but only by an agreement in writing signed by both parties. It is specifically understood that the parties may agree in the future to add an addendum or addenda to this Agreement whereby WRGIS would perform other specified tasks otherwise subject to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Independent Contract Agreement as of the _____ day of _____, 2021.

City of Ketchum

Wood River GIS Consulting

Mayor Neil Bradshaw



Chris Corwin

Attest

Tara Fenwick, City Clerk



CITY OF KETCHUM
PO BOX 2315 * 480 EAST AVE. * KETCHUM, ID 83340
Administration 208-726-3841 (fax) 208-726-8234

PURCHASE ORDER
 BUDGETED ITEM? ___ Yes ___ No

PURCHASE ORDER - NUMBER: 22039

To: 5752 WOOD RIVER GIS CONSULTING 240 W COTTONWOOD ST HAILEY ID 83333	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
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P. O. Date	Created By	Requested By	Department	Req Number	Terms
12/01/2021	kchoma	kchoma		0	

Quantity	Description	Unit Price	Total
1.00	GIS CONSULTING 01-4193-4200	10,000.00	10,000.00
SHIPPING & HANDLING			0.00
TOTAL PO AMOUNT			10,000.00

_____ Authorized Signature