



City of Ketchum

### CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:  Staff Member/Dept:

Agenda Item:

**Recommended Motion:**

**Reasons for Recommendation:**

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**Policy Analysis and Background (non-consent items only):**

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**Sustainability Impact:**

**Financial Impact:**

**Attachments:**

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City of Ketchum

**INDEPENDENT CONTRACTOR AGREEMENT #24053  
WITH DAVID BAROVETTO  
FOR ARCHITECTURAL SERVICES**

This Independent Contractor Agreement (“Agreement”) is made and entered effective to the \_\_\_\_ day of \_\_\_\_ 2023, by and between the City of Ketchum, an Idaho municipal corporation (“City”), and David Barovetto. ("Architect").

**FINDINGS**

- A. The City is a municipal corporation duly organized and existing under the laws of the State of Idaho.
- B. The City 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. Idaho Code §50-301 *et seq.*
- C. Architect independently provides certain professional services which may be beneficial and of use for the general welfare of the City.
- D. The City finds that it is economical and efficient and that is in the best interests of the City to contract with Architect for certain services as set forth herein (“Services”).

NOW, THEREFORE, the Parties enter into this Agreement according to the following terms and conditions:

1. **Description of Services.** Architect will provide architectural services to conceive, design and provide estimates for necessary repairs and addition to the Ore Wagon Museum/Bonning Cabin. Additional phases of the project would proceed upon approval of Council.
  - a. Site Visit: Architect will met with City on site to view existing conditions and discuss development concepts
  - b. Concept Drawings: Architect will produce a Plan Concept at a scale of 1”=10’. Included with the Concept will be an estimated cost range for the proposed repairs and improvements
2. **Payment for Services.** In exchange for the Services, the City shall pay Architect an hourly rate of \$150, not-to-exceed \$8,000. Architect shall track and report to the City as to the Service activities and all time expended on the Services. Invoices for payment will be submitted monthly and payment made by City upon City review and approval within approximately thirty days.
3. **Term.** The term of this Agreement shall be through the duration and conclusion of the Services, not to exceed one year from the date of this Agreement. This term may be renewed or extended upon further written agreement between the parties.

4. **Independent Contractor.** Architect performs the Services hereunder solely and exclusively as an independent contractor. Architect is not an employee, servant, agent, partner, or joint venture of the City. The City will determine the projects or Services to be done by Architect, but Architect will determine the legal means by which it accomplishes the work specified by the City. This Agreement shall not be construed to create or establish any employer-employee relationship between the City and Architect or make Architect eligible for any City employment benefits. Architect is solely responsible for all withholding and payment of all applicable federal, state, and local income or payroll taxes of any kind.
5. **Performance and Warranty.** Architect will provide its own tools and equipment as needed to perform the Services. Architect warrants that all equipment used to perform this Agreement will function safely, properly, and efficiently. Architect warrants that all services will be timely performed in a safe, professional, and workmanlike manner.
6. **Indemnification.** Architect releases, holds harmless, and agrees to indemnify City from and against all claims, suits, damages (including, without limitation, damages to persons and property including deaths, and all tax responsibilities), costs, losses, and expenses, in any manner related to or arising from the acts or omissions of Architect, its managers, members, directors, officers, shareholders, agents, and employees.
7. **Limits of Liability.** Except for Consultant’s confidentiality and indemnity obligations, respectively, and except for actions or claims arising from gross negligence or intentional or willful misconduct, Consultant’s total liability to City shall not exceed the greater of (i) the total Consultant compensation value for the subtask of the project or (ii) the amount of recoverable insurance, regardless of whether any action or claim is based upon contract, warranty, tort (including negligence) or strict liability.
8. **Licensing.** Architect represents that Architect possesses the requisite skill, knowledge, and experience necessary to perform the Services. Architect represents it has or agrees to obtain and maintain all necessary registrations, licenses, and insurance as may be required by the State of Idaho for the performance of the Services under this Agreement.
9. **Insurance.** Architect is not covered by the City’s liability insurance policy. Architect shall carry and maintain liability insurance in the following minimum amounts:

General liability	\$1,000,000.00 per occurrence; \$2,000,000.00 aggregate.
Personal Auto Liability	\$500,000.00 per accident with \$2,000,000 umbrella policy.
Professional Liability	\$1,000,000.00 per occurrence; \$2,000,000.00 aggregate.
Worker’s Compensation	As required by the State of Idaho, and not less than \$1,000,000.00 (Not currently required due to no employees)

Proof of said insurance shall be provided to City. Each policy of insurance required shall provide for no less than thirty-day advance notice to City prior to cancellation. In addition, the City shall be named an “Additional Insured” by all contractors and subcontractors.

10. **Notice.** All notices under this Agreement shall be in writing and addressed as follows:

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

ARCHITECT  
David Barovetto  
P.O. Box 269  
Sun Valley, ID 83353

11. **Compliance with Laws/Public Records.** Architect, its managers, members, directors, officers, shareholders, agents, and employees shall comply with all federal, state and local laws, rules, and ordinances. This Agreement does not relieve Architect of any obligation or responsibility imposed upon Architect by law. Without limitation, Architect hereby acknowledges that all writings and documents, including without limitation email, containing information relating to the conduct or administration of the public's business prepared by Architect for City regardless of physical form or characteristics may be public records pursuant to the Idaho Public Records Act. Architect further acknowledges that, subject to certain limitations, the public may examine and take a copy of all such public writings and records. Accordingly, Architect shall maintain such writings and records in such a manner that they may readily identified, retrieved and made available for such inspection and copying. Should Architect wish to claim an exemption to disclosure on any record, Architect shall identify such in advance and assume all costs of defense on any associated legal action to defend such claimed exemption from disclosure.
12. **Non-Assignment.** Architect hereby acknowledges that City has agreed to enter this Agreement based in part on Architect's unique skills and reputation for professional work. Accordingly, Architect may not assign, subcontract, or transfer in any manner this Agreement or any of Architect's right, title or interest in or to this Agreement without the prior written consent of City.
13. **Amendments.** This Agreement may only be changed, modified, or amended in writing executed by all parties.
14. **Non-Waiver.** The failure of either party to exercise any of its rights under this Agreement at any time does not constitute a breach of this Agreement and shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.
15. **Headings.** The headings in the 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 provision hereof.
16. **Attorney Fees and Costs.** In the event that either party hereto is required to retain the services of an attorney to enforce any of its rights hereunder, the non-prevailing party shall pay to the prevailing party all reasonable costs and attorney fees incurred in such enforcement, whether or not litigation is commenced and including reasonable costs and attorney fees on appeal.

17. Governing Law. This Agreement shall be governed by the laws of the State of Idaho. Venue shall be in the Fifth Judicial District, Blaine County, Idaho.
18. Entire Agreement. This Agreement contains the entire Agreement between the parties respecting the matters herein set forth and supersedes any and all prior Agreements between the parties hereto respecting such matter.
19. Severability. If any part of this Agreement is held to be invalid or unenforceable, such part shall be considered as stricken and the rest of this Agreement shall continue in full force and effect and so as to preserve the agreement and intent to the fullest possible extent.
20. Execution and Signatures. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
21. Authority. The parties executing this Agreement warrant, state, acknowledge, and affirm that they have the authority to sign the same and to bind themselves to the terms contained herein.

IN WITNESS WHEREOF, the Parties execute this Agreement.

**CITY OF KETCHUM**

**DAVID BAROVETTO, ARCHITECT**

\_\_\_\_\_  
Neil Bradshaw, Mayor

\_\_\_\_\_  
David Barovetto, Owner

ATTEST:

\_\_\_\_\_  
Trent Donat  
City Clerk



**CITY OF KETCHUM**  
 PO BOX 2315 \* 191 5TH ST. \* KETCHUM, ID 83340  
 Administration 208-726-3841 (fax) 208-726-8234

**PURCHASE ORDER**  
 BUDGETED ITEM? \_\_\_ Yes \_\_\_ No

**PURCHASE ORDER - NUMBER: 24053**

<b>To:</b> 6115 BAROVETTO, DAVID PO BOX 269 SUN VALLEY ID	<b>Ship to:</b> CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
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P. O. Date	Created By	Requested By	Department	Req Number	Terms
12/01/2023	KCHOMA	KCHOMA		0	

Quantity	Description	Unit Price	Total
1.00	ORE WAGON MUSEUM UPGRADES & REPAI 03-4193-9930	8,000.00	8,000.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		8,000.00

\_\_\_\_\_ Authorized Signature