



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

Reasons for Recommendation:

- Enourato’s familiarity with the Main Street project since its inception ensures seamless continuity as she acts as a direct liaison with local businesses to help them manage throughout the project.
- Enourato has established relationships with the general public and local businesses fostering open communication on city projects and issues, which allows for effective collaboration and mitigating concerns during the Main Street project. She will facilitate clear and transparent information flow, addressing concerns and maintaining positive relations throughout the project. Through her proven track record in project support and communication within the city, she will navigate complexities and minimize resistance from impacted businesses.
- Enourato will collaborate with the city’s project manager to provide specialized CIP support to complement the city’s overall project management strategy.
- Enourato’s familiarity with the Main Street project, CIP and city processes will allow her to step in with little effort to assist when needed.
- The Main Street project will fund 50% of the not to exceed contract and the remaining 50% is budget neutral as a result of other constrained professional services contracts.

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

Sustainability Impact:

Financial Impact:

None OR Adequate funds exist in account:	50% – Main Street fund 50% – Professional Services
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Attachments:

- | |
|-----------------------------|
| 1. Enourato Agreement 24052 |
| 2. Purchase Order 24052 |



City of Ketchum

**INDEPENDENT CONTRACTOR AGREEMENT #24052
WITH LISA ENOURATO
FOR PROJECT SUPPORT**

This Independent Contractor Agreement (“Agreement”) is made and entered effective on the third day of January 2024, by and between the City of Ketchum, an Idaho municipal corporation (“City”), and Lisa Enourato. ("Contractor").

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. Contractor 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 Contractor 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.** Contractor will provide support for a variety of city projects that may require assistance as determined by the City Administrator.

Contractor will provide the following services for the Main Street project:

- a. Attend all meetings related to the project including scheduled design meetings; future construction meetings; and internal meetings on bike routes, streetscape, art and history elements, etc.
- b. Schedule, plan, attend and manage public open houses
- c. Maintain Project Main Street web page on www.projectketchum.org
- d. Direct communication with all city businesses and the general public on the specifics of the project
- e. Respond to all inquiries regarding project via email or in person meetings
- f. Consult with affected businesses on desires for specific improvements
- g. Present and acquire Construction Access Agreements to affected property owners
- h. Provide assistant project management services as requested by city project manager

Contract also enables the following projects to move forward:

- a. Trail Creek Bridge design (ITD south of town project)
- b. Implementation of Warm Springs Preserve Master Plan

- c. EV Charger at Leadville parking lot
 - d. Miscellaneous traffic calming projects
 - e. LHTAC grant application for Lewis and Warm Springs roundabout
 - f. Continue evaluation of separate ITD program for Serenade roundabout
 - g. Ore Wagon Museum repairs, maintenance and potential upgrades
 - h. LDS Church easement
 - i. Other items that may be assigned
2. **Payment for Services.** In exchange for the Services, the City shall pay Contractor an hourly rate of eighty-five dollars (\$85), not to exceed thirty thousand dollars (\$30,000) for the Main Street project and thirty thousand dollars (\$30,000) for miscellaneous CIP support. Contractor 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 will be 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.** Contractor performs the Services hereunder solely and exclusively as an independent contractor. Contractor 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 Contractor, but Contractor 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 Contractor or make Contractor eligible for any City employment benefits. Contractor 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.** Contractor will provide its own tools and equipment as needed to perform the Services. Contractor warrants that all equipment used to perform this Agreement will function safely, properly, and efficiently. Contractor warrants that all services will be timely performed in a safe, professional, and workmanlike manner.
 6. **Indemnification.** Contractor 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 Contractor, 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.** Contractor represents that Contractors possesses the requisite skill, knowledge, and experience necessary to perform the Services. Contractor 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.** Contractor is not covered by the City’s liability insurance policy. Contractor 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:	CONTRACTOR
City of Ketchum	Lisa Enourato
P.O. Box 2315	P.O. Box 2041
Ketchum, ID 83340	Hailey, ID 83333

11. **Compliance with Laws/Public Records.** Contractor, 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 Contractor of any obligation or responsibility imposed upon Contractor by law. Without limitation, Contractor 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 Contractor for City regardless of physical form or characteristics may be public records pursuant to the Idaho Public Records Act. Contractor further acknowledges that, subject to certain limitations, the public may examine and take a copy of all such public writings and records. Accordingly, Contractor 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 Contractor wish to claim an exemption to disclosure on any record, Contractor 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.** Contractor hereby acknowledges that City has agreed to enter this Agreement based in part on Contractor’s unique skills and reputation for professional work. Accordingly, Contractor may not assign, subcontract, or transfer in any manner this Agreement or any of Contractor’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

LISA ENOURATO

Neil Bradshaw, Mayor

Lisa Enourato

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: 24052

To: 2001 ENOURATO, LISA	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
12/01/2023	KCHOMA	KCHOMA		0	

Quantity	Description			Unit Price	Total
1.00	MAIN ST PROJECT SUPPORT	03-4193-7135	713504	30,000.00	30,000.00
1.00	CIP SUPPORT	01-4150-6500		30,000.00	30,000.00
SHIPPING & HANDLING					0.00
TOTAL PO AMOUNT					60,000.00

 Authorized Signature