



## City of Ketchum

December 20, 2021

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to Approve Contract #22040 with Advanced Towing for Vehicle Relocation**

#### Recommendation and Summary

Staff is recommending Council approve contract 22040 with Advanced Towing and adopt the following motion:

**"I move to approve Contract #22040 with Advanced Towing for Vehicle Relocation."**

The reasons for the recommendation are as follows:

- The City of Ketchum periodically needs to move vehicles to enable snow removal operations.
- Advanced Towing is capable of doing all the required work and complying with city rules.

#### Introduction and History

The City of Ketchum does not allow overnight on-street parking from November 1 to May 1 of each winter season to enable the removal of snow from City streets. Occasionally, the City needs to remove certain vehicles from the right-of-way to enable efficient clearing of the streets.

#### Analysis

For the current winter, the City Council has approved a plan to relocate vehicles illegally located on City streets rather than towing and impounding, as has been recent practice.

#### Sustainability Impact

There is no sustainability impact arising from this action.

#### Financial Impact

The agreement obligates the City to pay \$450.00 per hour of relocation time. Cost recovery is intended to occur through the ticketing of relocated vehicles. City staff will monitor the program throughout the winter to determine if full cost recovery has occurred.

#### Attachments

- Attachment A: Contract 22040

## **INDEPENDENT CONTRACTOR AGREEMENT 22040**

THIS INDEPENDENT CONTRACTOR AGREEMENT is made and effective to November 1, 2021, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation (hereinafter referred to as "City") and CLAY CAMPEAU, individually and doing business as Advanced Towing/Dick York's Auto Service (hereinafter referred to as "Advanced Towing" or "Contractor").

### **RECITALS**

WHEREAS, The City wishes to contract with Advanced Towing for towing and snow removal relocation, of vehicles; and

WHEREAS, Advanced Towing wishes to contract with the City to provide such towing and snow removal relocation, of vehicles.

NOW THEREFORE, it is agreed as follows:

1. **TERM OF AGREEMENT.** The term of this agreement shall commence on the first day of November 2021 and shall be in full force and effect until the first day of May 2022 or until one of the parties gives the other party sixty (60) days written notice of their intent to end the Agreement. The Agreement may be extended by mutual agreement.
2. **SNOW REMOVAL RELOCATION.** Upon notification by the City of Ketchum, Advanced Towing shall provide a tow truck for the relocation of vehicles in order to remove snow from City streets. Upon notification, Advanced Towing shall intend to respond within 30 minutes from the time of call.
3. **TOWING.** Advanced Towing shall perform towing of vehicles under citation and direction of the City of Ketchum on a twenty-four (24) hours, seven (7) day per week on-call basis. Advanced Towing shall procure and maintain such personnel and equipment as is necessary to perform the services required hereunder.
4. **FEES.** For relocation of vehicles to enable snow removal operations, the City agrees to pay Four Hundred Fifty Dollars (\$450.00) per hour per tow truck with a minimum of two (2) hours. Anything over 2 hours shall be charged in 15-minute increments paid pro-rata based on the hourly charge.
5. **INDEMNITY AND INSURANCE.** Advanced Towing agrees to hold and save the City harmless during the term of the Agreement from any and all claims, losses, or damages of any kind or nature, whatsoever arising out of the towing and relocation of vehicles under the terms of this Agreement. Further, Advanced Towing shall indemnify City of any and all claims or liability arising out of, or resulting from, this Agreement. Furthermore, Advanced Towing agrees to buy at its sole cost and expense, and to carry for the term of this Agreement, insurance in the following minimum amounts:
  - a. Bodily injury and property damage in the amount of Five Hundred Thousand Dollars (\$500,000);

The City shall be named as an additional insured on the above insurance. The City shall receive evidence of such insurance within fifteen (15) days of the date of execution of this Agreement. The City shall be notified if said insurance policy or policies are to be terminated prior to any termination.

6. **WORKERS' COMPENSATION.** Advanced Towing shall provide and be solely responsible for Workers' Compensation coverage to its employees.
7. **EQUAL OPPORTUNITY EMPLOYER.** Advanced Towing agrees that it shall not discriminate against any employee or applicant for employment on the basis of race, religion, national origin, age, gender or disability.
8. **CANCELLATION.** Should one party default in performance of any promise, condition, or covenant herein, the other party shall have the right to cancel this Agreement upon fifteen (15) days written notice.
9. **INDEPENDENT CONTRACTOR RELATIONSHIP:** Contractor is not an employee, servant, agent, partner, or joint venture of the City. The City shall determine the work to be done by Contractor, but Contractor shall determine the legal means by which it accomplishes the work specified by the City. This Agreement shall not be construed to create any employer-employee relationship between the City and Contractor.
10. **ATTORNEY'S FEES.** Should either party default in performance of any promise, condition or covenant in this Agreement, said defaulting party shall pay all costs and expenses incurred, including reasonable attorney's fees, by the other party.
11. **DISCLAIMER.** That there are no verbal promises, implied promises, representation, covenants, or warranties not set forth in writing in this Agreement, and no modification of this Agreement shall be binding unless evidenced in writing signed by the parties hereto.
12. **ASSIGNMENT.** This Agreement shall not be transferred, assigned or hypothecated by either party without the prior written consent of the other.
13. **MISCELLANEOUS PROVISIONS.**
  - a. 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 provision hereof.
  - b. 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. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall both preclude or waive its rights to use or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

- d. This Agreement and the terms and provision hereof shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.
- e. 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. This Agreement shall be construed in accordance with the laws of the State of Idaho.
- g. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed any original, but all of which together shall constitute one and the same instrument.
- h. 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.
- i. 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.

AGREED:

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Clay Campeau, Owner  
ADVANCED TOWING

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Mayor Neil Bradshaw  
CITY OF KETCHUM

ATTEST

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Tara Fenwick, City Clerk