



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

Reasons for Recommendation:

- To support the IDSA's monitoring and maintenance of the Central Idaho Dark Sky Reserve (CISDR).
- The funding was approved in the FY24 adopted budget.

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

Sustainability Impact:

Financial Impact:

None OR Adequate funds exist in account:	The cost for services is \$2,500 for the year and funding will be allocated from the Local Option Tax Account within the approved FY24 budget.
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Attachments:

1. Proposed Contract #24008

CONTRACT FOR SERVICES 24008

THIS AGREEMENT made and entered into this 2nd day of October 2023, by and between the CITY OF KETCHUM, IDAHO, (hereinafter referred to as "the City") and the IDAHO DARK SKY ALLIANCE, an Idaho nonprofit corporation with an IRS 501 (c)(3) designation, (hereinafter referred to as "IDSA").

FINDINGS

1. Ketchum is a municipal corporation duly organized and existing under the laws of the State of Idaho.
2. IDSA is an Idaho non-profit corporation with an IRS 501(c)(3) designation engaged in the business of fundraising and day-to-day operations of the Central Idaho Dark Sky Reserve (CIDSR). IDSA functions under the CIDSR Oversight Group (Blaine County, Ketchum, Stanley, Sun Valley, and the Sawtooth National Forest). The Alliance proposes and implements projects that accomplish portions of the Reserve's Lightscape Management Plan.
3. Ketchum is a destination resort city as defined by Idaho Code § 50-1044 as it derives a major portion of its economic wellbeing from businesses catering to the recreational needs and meeting the needs of people traveling to the Sun Valley area. As a resort city, Ketchum is eligible to and does collect a local option non-property tax.
4. Pursuant to Idaho Code § 50-301 and § 50-302, Ketchum is empowered to enter contracts and take such steps as are reasonably necessary to maintain the peace, good government and welfare of the City and its trade, commerce and industry. Accordingly, Ketchum has the power as conferred by the State of Idaho, to provide directly for certain promotional activities to enhance the trade, commerce, industry, and economic well-being of the City.
5. The primary reason for the City to enter this contract is to support the monitoring and maintenance of the CIDSR. The CIDSR was certified in December 2017 by the International Dark Sky Association (IDA). Certification required that the CIDSR agree to implement all the IDA requirements to become a Dark Sky Reserve. One of these requirements is that "Municipalities, management entities, and partners within the Reserve agree to establish interpretive outreach programs to support the goals of the Reserve and educate visitors and residents about the importance of preserving the dark night sky resource."
6. Ketchum has committed \$2,500 towards this contract for services in the FY24 budget.
7. IDSA desires to enter into an agreement with Ketchum to provide services identified in Attachment A.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, it is agreed by and between the City and the IDSA as follows:

1. **SERVICES RECEIVED.** IDSA agrees to provide those services identified in Attachment A as an independent contractor. IDSA agrees that it shall provide, at its sole expense, all costs of labor, materials, supplies, business overhead and financial expenses, liability insurance, fidelity bonds, and all necessary equipment and facilities required to provide the services as set forth in this Agreement.

2. TERM. The term of this Agreement shall commence October 1, 2023 and shall terminate on the 30th day of September 2024.

3. CONSIDERATION. In consideration for providing the services described in Attachment A, the City agrees to pay to IDSA the total sum of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) payable in one lump sum. IDSA will provide the City an invoice; the City shall pay IDSA the amount set forth in such invoice no later than thirty (30) days after the date of such invoice.

4. REPORTING. IDSA agrees to report to the Ketchum City Council via it's submitted annual report to the IDA.

5. TERMINATION. The City may terminate this Contract with 120 days written notice to IDSA with or without cause. The City reserves the right to request an independent audit under the provisions herein upon termination, and such audit obligation and cost on the part of IDSA shall survive any termination of this Contract.

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

7. INDEPENDENT CONTRACTOR STATUS. The parties acknowledge and agree that IDSA shall provide its services for the fee specified herein in the status of independent contractor, and not as an employee of the City. IDSA shall create, direct, and control its own means and methods of performing this Agreement. IDSA and its agents, members, employees, and volunteers, shall not accrue leave, retirement, insurance, bonding, or any other benefit afforded to employees of the City. The sole interest and responsibility of the City under this Agreement is to assure itself that the services covered by this Agreement shall be performed and rendered by IDSA in a competent, efficient, and satisfactory manner.

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

9. NON-ASSIGNMENT. This Agreement may not be assigned by or transferred by IDSA, in whole or in part, without the prior written consent of the City.

10. DISPUTES: In the event that a dispute arises between the City and IDSA regarding application or interpretation of any provision of this Agreement, the aggrieved party shall promptly notify the other party to this Agreement of the dispute within ten (10) days after such dispute arises. If the parties shall have failed to resolve the dispute within thirty (30) days after delivery of such notice, the parties agree to first endeavor to seek to settle the dispute in an amicable manner by non-binding mediation before resorting to litigation. Should the parties be unable to resolve the dispute to their mutual satisfaction within thirty (30) days after such completion of mediation, each party shall have the right to pursue any rights or remedies it may have at law or in equity.

11. MISCELLANEOUS PROVISIONS.

- a. Paragraph Headings. 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 of the provisions of the Agreement.
- b. Provisions Severable. 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. Rights and Remedies are Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude nor waive its rights to use any or all other remedies. Any rights provided to the parties under this Agreement are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.
- d. Successor and Assigns. This Agreement and the terms and provision hereof shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.
- e. Entire Agreement. 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. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Idaho. Venue shall be in Blaine County, Idaho.
- g. Preparation of Agreement. 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.
- h. No Waiver. 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.
- i. Amendment. No amendment of this Agreement shall be effective unless the amendment is in writing, signed by each of the parties.
- j. Notices. Notices hereunder shall be by personal delivery or US Mail Certified/Return Receipt and shall be deemed effective upon such personal delivery or two (2) business days after mailing, whichever is later. Notices shall be provided as follows:

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

b. Consultant: Idaho Dark Skies Alliance
 PO Box 4903
 Ketchum, ID 83340

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

CITY OF KETCHUM, IDAHO

IDAHO DARK SKY ALLIANCE

By: _____
Neil Bradshaw
Mayor

By: _____
Carol Cole
President

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: 24008

To: 5742 IDAHO DARK SKY ALLIANCE PO BXO 4903 KETCHUM ID 83340	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
10/01/2023	Shellie	Shellie		0	

Quantity	Description	Unit Price	Total
1.00	FY24 DARK SKY EDUCATION OUTREACH 22-4910-6075	2,500.00	2,500.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		2,500.00

 Authorized Signature



City of Ketchum

Agency Name: Idaho Dark Sky Alliance (in support of the Central Idaho Dark Sky Reserve (CIDSR))
Project Name: Educational Outreach and Light Pollution Monitoring
Contact Person: Carol Cole
Address: PO Box 4903, Ketchum, ID 83340
Email: idahodarksky@gmail.com
Phone Number: Carol, 208-721-2303

Please provide the information requested below and return via email to aswindley@ketchumidaho.org by end of day, **Friday, April 21, 2023**.

- City Council’s Budget Strategic Session will be on Monday, June 26, 2023 from 9-1pm (to be confirmed/agenda to follow)
- The public hearing will be on July 17, with the readings as follows:
 - 1st – August 7 | 2nd – August 21 | 3rd – September 5

Feel free to expand the text fields. Supporting documents or any additional information for consideration are welcome as attachments.

If any of the below items do not apply to your request, please indicate with N/A.

1. Amount requested for fiscal year 2024: **\$2500.00**
2. What percentage of your overall budget does the requested amount represent? **15%**
Please submit a budget sheet for FY2022 and FY2023 that shows detailed revenue and expenditures.

Funding Source	2024 Percent of Planned Budget	2023 Percent of Total Budget	2022 Percent of Total Budget
Cities of Ketchum, Sun Valley, and Stanley	40% (requested)	44%	50%
Blaine County	18% (requested)	22%	25%
Stanley Chamber of Commerce	18% (requested)	17%	15%
IDSA & Private Donations	24% (confirmed)	17%	10%
TOTAL FUNDING	\$17,000	\$16,000	\$12,200

3. How would your program or project be impacted if it did not receive funding from the City or if funding were reduced? (Expand the box as needed or submit separately.)

Reduced funding would make it more difficult to maintain IDSA's education and outreach efforts that help residents and visitors to enjoy the stunning night sky and understand the importance of preserving the naturally dark nighttime environment within the Reserve.

Leveraging additional funds from the other cities and counties within the Reserve would be more challenging without the leadership and continued support from Ketchum as a related Dark Sky Community.

4. If you received funds from the City in fiscal year 2023, please provide specific examples of how those funds were used to benefit the community. (Expand the box as needed or submit separately.)

- Additional Dark Sky signs were installed within the Reserve north of Ketchum and south of Stanley.
- The CISDR Astronomer in Residence provided two public programs in Ketchum at the Community Library in 2022.
- IDSA volunteers provided dark sky information at Solstice events in Ketchum in June and December and at other events and festivals in the area.
- Responded to email and website questions from local residents regarding dark sky efforts and light pollution concerns.
- Skyglow from the Boise area is visible from some locations within the Reserve. IDSA board members provided two outreach events in the Boise area and spoke with the Boise Mayor about the impacts of light pollution in the Treasure Valley. The goal is to create awareness about light pollution and to mitigate the impacts for residents who live in the Treasure Valley and within the Reserve.

5. If you receive funds from the City in fiscal year 2024, please provide specific goals set by your organization. (Expand the box as needed or submit separately.)

- IDSA will host two WRV-based Astronomers in Residence in 2023 who will provide programs in Ketchum and throughout the Reserve from mid-June to mid-August.
- Offer dark sky programs at the Community Library and other area libraries for area residents and visitors which will be presented by the Astronomers in Residence, BSU AstroTAC students, and local dark sky advocates.
- Work with the International Dark Sky Association (IDA) and UCLA's Institute of the Environment and Sustainability to improve the sky quality monitoring program. Protecting the quality of our night sky is critical in our efforts to reduce light pollution and to maintain designation requirements for both the Reserve and for Ketchum as a Dark Sky Community.
- Coordinate with Ketchum city staff to develop consistent protocols for both sky quality monitoring and lighting inventories as required by IDA.
- Continue outreach efforts in the Treasure Valley to encourage better lighting that will help protect the night sky there and within the Reserve.

Overall benefits of the Central Idaho Dark Sky Reserve to the City of Ketchum and city residents

The Idaho Dark Sky Alliance works with a number of organizations throughout the reserve to educate residents about the importance of maintaining dark skies. The group also serves as a resource for Ketchum and other communities as they develop and implement dark sky policies.

The pristine dark skies we enjoy in the Reserve are a treasured resource for both local residents and visitors. A main goal for the CIDSR is to preserve our dark skies. Reducing artificial light at night benefits human health and wildlife populations, and reduces energy consumption. Dark Sky designation can also provide economic benefits to local businesses through increased tourism and specific benefits to businesses that provide dark sky related items.

The City of Ketchum has been involved with the Dark Sky planning discussions since the 1990s when the city passed a Dark Sky Lighting Ordinance. City staff were instrumental in the early planning effort to get CIDSR recognized as the first Dark Sky Reserve in the US.