



City of Ketchum
City Hall

March 6, 2023

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

**Recommendation to Approve Maintenance Agreement #22832
with Blaine County School District No. 61**

Recommendation and Summary

Staff recommends the Council approve Maintenance Agreement #22832 with Blaine County School District for maintenance services at Hemingway Elementary STEAM School.

"I move to approve Maintenance Agreement #22832 with Blaine County School District No. 61."

Introduction and History

The city's Facilities Maintenance Department performs various maintenance tasks throughout the year at the STEAM School, which include mowing, irrigation repairs and maintenance, removal of trash, spring and fall clean up, tree care, etc. The 2022 costs for the maintenance activities total \$47,525.

The Recreation Department utilizes, manages and rents the fields at the STEAM School for the following activities: After-school program, coed soccer, coed softball, picnic shelter rental, lacrosse and Sun Valley Soccer Club, Blaine County Recreation District and Girls on the Run activities. The revenue generated from these uses totaled \$30,385 in 2022.

The maintenance agreement amount of \$17,500, plus a \$700 allowance for irrigation repairs, will cover the difference in the costs and revenue generated at the property.

Financial Requirement/Impact

None.

Attachment

Contract #22832

22832

CONTRACT FOR SERVICES
BETWEEN BLAINE COUNTY SCHOOL DISTRICT NO. 61 AND CITY OF KETCHUM

THIS CONTRACT FOR SERVICES, (hereinafter referred to as "Contract") made and entered into effective this ___ day of _____, 2023, by and between the Blaine County School District No. 61, an Idaho political subdivision (hereinafter referred to as "BCSD") and City of Ketchum (also referred to as "Contractor"), an Idaho municipal corporation, both referred to as "Party" or "Parties".

FINDINGS

1. Whereas, the BCSD is a body corporate and politic pursuant to Idaho Code Section 33-310, duly organized under the laws of the State of Idaho.
2. Whereas, the BCSD owns and operates the Ernest Hemingway STEAM School located at 111 8th Street West, Ketchum, Idaho 83340.
3. Whereas, the City of Ketchum is an Idaho municipal corporation, duly organized under the laws of the State of Idaho, including but not limited to Title 50, Idaho Code.
4. Whereas, the Parties desire to enter into this Contract for the provision of services as herein described. This Contract is entered in the spirit of friendship, and mutual interests in cooperation to promote educational, cultural, and recreational collaboration.

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

1. City of Ketchum agrees to provide the following, hereinafter "Services":
 - a. City of Ketchum will provide grounds and lawn maintenance for Ernest Hemingway STEAM School that includes:
 - i. Weekly mowing for six months
 - ii. Irrigation repairs and testing
 - iii. Fertilizer
 - iv. Tree Care
 - v. Irrigation Water
 - vi. Irrigation system blow-outs and winterization
 - vii. Spring and fall cleanup
 - viii. Miscellaneous materials up to \$700 per year
 - ix. Playground clean up on a weekly basis
 - x. Trash cleanup on a weekly basis
 - xi. Weed trimming on a weekly basis

- b. Coordination of press associated with this Contract will be provided by both parties.
 - c. Any use of photo or video of students conducting activities on school grounds must have permission from the parent/guardian of the student.
2. Contractor agrees that it shall provide, at its sole expense, all costs of labor, materials, supplies, business overhead and financial expenses, liability insurance, and all necessary equipment and facilities required to provide the Services as set forth in this Contract.
3. Term. The term of this Contract shall commence on April 1, 2023, and shall terminate on March 31, 2024, unless otherwise extended in writing. A joint evaluation of this Contract will be initiated by the Parties' designated representatives by February 1 of each year. Following the evaluation, the parties may be renewed and resigned in writing on a year-to-year basis.
4. Consideration. BCSD will pay to Contractor the amount of \$17,500 to be paid as follows: City of Ketchum will prepare an invoice on or around April 1 that will be submitted to BCSD Business Office for these payments.
5. Insurance. During the pendency of this Contract, Contractor shall carry liability insurance that meets or exceeds the liability of the BCSD under state or federal laws.
6. Termination. The parties may terminate this Contract immediately upon written notice with or without cause. In the event of such termination, BCSD shall have no further responsibility to make any payment under this Contract beyond the amount reasonably proportionate to services received as of the date of termination.
7. Equal Employment Opportunity. Contractor covenants that it shall not discriminate against any patron, employee or applicant for employment because of race, religion, disability, color, sex, or national origin.
8. Independent Status. The parties acknowledge and agree that Contractor shall provide its services for the fee specified herein in the status of independent, and not as an employee of BCSD. Contractor shall create, direct, and control its own means and methods of performing this Contract. Contractor and its agents, members, employees, and volunteers shall not accrue leave, retirement, insurance, bonding, or any other benefit afforded to employees of BCSD.
9. Sole Responsibility. Any contractual obligation entered into or assumed by Contractor, or any liability incurred by reason of personal injury and/or property damage in connection with or arising out of Contractor's obligations pursuant to this Contract, shall be the sole responsibility of Contractor.

10. Non-Assignment. This Contract may not be assigned by or transferred by Contractor, in whole or in part, without the prior written consent of BCSD.
11. Mediation. In the event of any controversy, claim or dispute between the parties concerning this Contract or the breach of this Contract, including questions concerning the scope and applicability of this dispute resolution provision, upon request of one or both parties, the parties agree to participate in good faith in a mediation of said dispute in Blaine County, Idaho.
12. Miscellaneous Provisions.
- a. Authority. Each Party warrants that the person signing this Contract is duly authorized to bind the Party.
 - b. Paragraph Headings. The headings in this Contract 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 Contract or any of the provisions of the Contract.
 - c. Provisions Severable. Every provision of this Contract 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 Contract.
 - d. Rights and Remedies are Cumulative. The rights and remedies provided by this Contract 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 Contract are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.
 - e. Successor and Assigns. This Contract 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.
 - f. Entire Contract. This Contract 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.
 - g. Governing Law. This Contract shall be construed in accordance with the laws of the State of Idaho. Venue shall be in Blaine County, Idaho.
 - h. Preparation of Contract. No presumption shall exist in favor of or against any party to this Contract as a result of the drafting and preparation of the document.

- i. No Waiver. No waiver of any breach by either party of the terms of this Contract shall be deemed a waiver of any subsequent breach of the Contract.
- j. Amendment. No amendment of this Contract shall be effective unless the amendment is in writing, signed by each of the Parties.
- k. Notices. Notices shall be provided as follows by personal delivery or certified US Mail prepaid, return receipt requested:

To BCSD: Blaine County School District
Attn: Business Manager
118 West Bullion Street
Hailey, Idaho 83333

To Contractor: City of Ketchum
Attn: _____

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

SIGNATURES:

<p>Blaine County School District No. 61 By: <u><i>[Signature]</i></u> Its: <u><i>[Signature]</i></u> Attest: <u><i>Vicki Pitcairn</i></u> Clerk of the Board of Trustees</p>	<p>Contractor: City of Ketchum By: _____ Its: _____ Attest: _____ Clerk of the City of Ketchum</p>
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