



City of Ketchum

March 6, 2023

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Professional Services Contract #23048 with BD Consulting, LLC for Financial Services

Recommendation and Summary

Staff is recommending the Council approve a contract with BD Consulting, LLC and adopt the following motion:

"I move to approve contract #23048 with BD Consulting, LLC for financial services with a not-to-exceed amount of \$25,000."

Introduction and History

BD Consulting, LLC assisted city staff during FY21 and FY22 in the creation of the five-year Capital Improvement Plan and development of the long-term water and wastewater forecast models. Going forward, BD Consulting would (1) update city Development Impact Fee methodology as required by state law and (2) complete a fee analysis for the Planning and Building department; and (3) miscellaneous financial analysis projects.

Sustainability

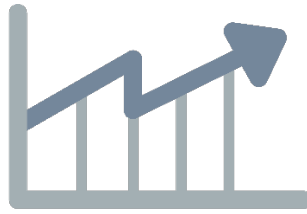
No direct impact.

Financial Impact

This contract can be funded via the Professional Services budget. The hourly rate for services shall be billed at \$85 per hour for miscellaneous financial needs and \$150 per hour for work associated with impact fees.

Attachment

Attachment A: Proposed Contract #23048.1



BD CONSULTING LLC

CITY OF KETCHUM CONSULTANT SERVICES AGREEMENT #23048.1

THIS AGREEMENT is made effective March 6, 2023, between the City of Ketchum, “Ketchum”, and BD Consulting LLC. Ketchum and BD Consulting LLC are sometimes hereinafter referred to, individually, as a “Party” or, collectively, as the “Parties.”

1. PARTIES

- 1.1 **City of Ketchum.** The City of Ketchum is duly organized and existing under the laws of the State of Idaho and is empowered to enter into contracts as may be deemed necessary for City operations.
- 1.2 **BD Consulting LLC:** BD Consulting LLC is a business registered in the state of Idaho. Brent Davis is President of the organization.

2. ENGAGEMENT OF CONSULTANT

- 2.1 **Engagement.** Ketchum engages BD Consulting LLC and BD Consulting LLC agrees to work for Ketchum, on the terms and conditions set forth in this Agreement.
- 2.2 **Services.** BD Consulting LLC shall perform financial services as determined by Ketchum, at the direction of City Management on a task order basis. BD Consulting LLC shall have ready access to the City data necessary to perform the services.
- 2.3 **Term.** The term of this agreement commences on the effective date and expires when either party terminates the agreement.
- 2.4 **Fees for Services.** The hourly rates for services shall be billed at \$85 per hour for miscellaneous financial needs and \$150 per hour for work associated with impact fees. Total fees for Services shall not exceed \$25,000 annually (fiscal year) without additional City approvals.
- 2.5 **Independent Contractor.** BD Consulting LLC is an independent contractor and shall not be considered an employee by the City of Ketchum. BD Consulting LLC shall not be required to devote its full time to the performance of the Services. Ketchum shall not provide any insurance coverage of any kind for BD Consulting LLC, and the City of Ketchum will not withhold any amount that would normally be withheld from an employee’s pay.
- 2.6 **Payment of Taxes; Employee Benefits.** As an independent contractor, BD Consulting LLC agrees:
 - (i) to be solely responsible for all federal, state, and local payment, withholding, and filing requirements for payroll, income, self-employment, retirement, disability, or unemployment

taxes, assessments, or regulations, and (ii) is not eligible for any vacation, sick leave, pension, insurance, or other benefit now or in the future.

3. CONFIDENTIAL INFORMATION; HOLD HARMLESS

3.1 Confidential Information. “Confidential Information” is information that relates to a Party’s operations, development, or business affairs, but does not include information which is generally known to the public. BD Consulting LLC hereby acknowledges that during the performance of this Agreement BD Consulting LLC may learn of or receive Confidential Information belonging to the City of Ketchum and hereby confirms that all such Confidential Information will be kept confidential by BD Consulting LLC, except to the extent that such information is required to be divulged to third persons to enable BD Consulting LLC to perform the Services.

3.2 Limited Warranty and Liability; Hold Harmless. BD Consulting LLC holds the City of Ketchum harmless and its representative and agents harmless from and against any and all loss, liability, obligation, damage, claim, cost or expense, including, without limitation, attorney’s fees and disbursements, of any kind or nature which may be imposed on, incurred by or asserted against the City of Ketchum, in any way relating to or arising out of this Agreement, the non-performance and/or the performance of BD Consulting LLC hereunder.

The City of Ketchum will be solely responsible for the action of Ketchum’s officials and employees acting in their official capacity on Ketchum’s performance obligations under this Agreement.

4. GENERAL PROVISIONS.

4.1 Mediation. All claims and disputes relating to this Agreement shall first be subject to mediation, prior to either party filing an action in a court of law. Any party shall have the right to begin the process by giving the other party a written notice requesting mediation and describing the issues involved. The parties agree to appoint and equally share the cost of a mutually acceptable mediator within thirty (30) days after notice. The mediation shall occur within thirty (30) days after the selection of the mediator, unless the parties agree otherwise. Nothing in this paragraph will prevent either party’s right to a trial or trial by jury in a court of law should mediation not be successful.

4.2 Entire Agreement. This Agreement constitutes the entire agreement among the parties and supersedes all prior memoranda, correspondence, conversations and negotiations.

4.3 Governing Law, Jurisdiction, and Venue. This Agreement shall be construed and interpreted in accordance with the laws of the State of Idaho. The parties agree that the courts of Idaho shall have exclusive jurisdiction and agree that Blaine County is the proper venue.

4.4 Notices. Notices hereunder shall be sent to the Parties as follows:

If to City of Ketchum:
Attn: Jade Riley, City Administrator
191 5th Street West
Ketchum, ID 83340

If to BD Consulting LLC:
Attn: Brent Davis
182 S 3rd W
Rigby, ID 83442

- 4.5 Assignment.** This Agreement may not be assigned by either Party without the prior written consent of the other Party. Except for the prohibition on assignment contained in the preceding sentence, this Agreement shall be binding upon and inure to the benefits of the heirs, successors and assigns of the parties hereto.
- 4.6 Modification.** No person has the authority to modify the terms hereof, to make any agreements, representations or promises unless the same are contained herein or added by written instrument attached hereto and duly approved by the City of Ketchum and BD Consulting LLC.
- 4.7 Severability.** The invalidity of any portion of this Agreement, as determined by a court of competent jurisdiction, shall not affect the validity of any other portion of this Agreement.
- 4.8 Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instruments.

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective as of the date and year first above written.

City of Ketchum

BD Consulting LLC

By: Neil Bradshaw, Mayor

By: Brent Davis, President

Attest:

By: 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: 23048.1

To: 5780 BD CONSULTING LLC 182 S 3RD W RIGBY ID 83442	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
03/02/2023	kchoma	kchoma		0	

Quantity	Description	Unit Price	Total
1.00	FINANCIAL CONSULTING SERVICES 01-4150-4200	25,000.00	25,000.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		25,000.00

_____ Authorized Signature