



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 FY2026 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 \$3,000 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 #26010 |
| 2. Purchase Order #26010 |
| 3. FY2026 funding request |

CONTRACT FOR SERVICES 26027

THIS AGREEMENT, made and entered into this 6th day of October 2025, 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 \$3,000 towards this contract for services in the FY2026 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, 2025, and shall terminate on the 30th day of September 2026.

3. CONSIDERATION. In consideration for providing the services described in Attachment A, the City agrees to pay to IDSA the total sum of THREE THOUSAND DOLLARS (\$3,000.00) 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 fail 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: 26010

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
09/12/2025	CCHING	CCHING			

Quantity	Description	Unit Price	Total
1.00	2026 Annual Contract 22-4910-6075	3,000.00	3,000.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		3,000.00

Authorized Signature



City of Ketchum

Agency Name: Idaho Dark Sky Alliance (IDSA) in support of the Central Idaho Dark Sky Reserve
Project Name: Educational Outreach and Light Pollution Monitoring
Contact Person: Carol Cole
Address: PO Box 4903, Ketchum, ID 83340
Email: info@idahodarksky.org
Phone Number: 208-352-3153

Please provide the information requested below and return via email to aswindley@ketchumidaho.org by end of day **Thursday, May 1, 2025**.

- City Council's Budget Strategic Session will be on Tuesday, June 24 from 9am~2pm.
- The public hearing will be on July 21, with the readings as follows:
1st – August 4 | 2nd – August 18 | 3rd – September 2

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 2026: **\$3000**
2. What percentage of your overall budget does the requested amount represent? **13%**
Please submit a budget sheet for FY2024 and FY2025 that shows detailed revenue and expenditures.

Funding Source	2026 Percent of Planned Budget	2025 Percent of Budget	2024 Percent of Budget
Cities of Ketchum, Sun Valley, and Stanley	38%	40%	40%
Blaine County	18%	18%	18%
Stanley Chamber of Commerce	16%	18%	18%
Private Donations to IDSA	28%	24%	24%
TOTAL FUNDING	\$22,500	\$17,000	\$17,000

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 2025, please provide specific examples of how those funds were used to benefit the community. (Expand the box as needed or submit separately.)

- We hosted an Astronomer in Residence in partnership with Boise State University and NASA. She presented programs, provided public outreach at local libraries, Farmers Markets and other community events, and offered stargazing nights throughout the area.
- IDSA volunteers provided dark sky information at events in Ketchum and other locations. We connected with WRV residents and visitors through 32 programs and events that reached over 1500 people.
- Student researchers from UCLA presented results from their ongoing light pollution research project at public programs in Ketchum and Stanley.
- To maintain our pristine night sky within the Reserve, we need to monitor and provide assistance to the Magic and Treasure Valleys. Skyglow from these areas is visible from some locations in the Reserve so it's critical for IDSA to create awareness and work with these outlying areas to address the impacts of light pollution.
- We responded to numerous requests for information from local residents regarding dark sky efforts and light pollution concerns.

5. If you receive funds from the City in fiscal year 2026, please provide specific goals set by your organization. (Expand the box as needed or submit separately.)

- Coordinate with Ketchum city staff to identify how we can help with questions about dark sky lighting compliance and to share information regarding both sky quality monitoring and lighting inventories as required by Dark Sky International.
- Offer dark sky programs at the Community Library and other locations throughout the Reserve for area residents and visitors. Programs will be presented by the BSU AstroTAC students and local dark sky advocates.
- Work with Dr Travis Longcore and UCLA research students to collect light pollution data that will support the efforts of the city and IDSA 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.
- Update the IDSA website and develop a more focused social media presence.
- Respond to email and other inquiries about the dark sky efforts, astrotourism opportunities in the area, and dark sky lighting suggestions and concerns.
- Plan for area-wide events to celebrate the construction of a small observatory in the Stanley City Park in the fall

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

The Idaho Dark Sky Alliance was established in 2020 by a small group of local residents to help manage the day-to-day operations of the Central Idaho Dark Sky Reserve. Our mission is **to protect the night sky and reduce light pollution in central Idaho through education and advocacy**. IDSA works with a number of organizations throughout the area 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 Central Idaho Dark Sky Reserve are a treasured resource for both local residents and visitors. 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 Astro-tourism and specific benefits for businesses that offer 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 our Reserve recognized as the first Dark Sky Reserve in the US.