

City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:	October 6, 2026	Staff Member/Dept:	Jade Riley - Administration	
Agenda Item:	a Item: Recommendation to enter into contract #26009 with Sun Valley Economic Development.			
Recommended	Motion:			
"I move to appro	ove contract #26009 with	Sun Valley Economic	Development."	
Reasons for Rec	ommendation:			
•	•		ntified in the contract. The proposed contract	
	•		ne scope of associated services.	
• The fund	ling was approved in the a	adopted FYZOZ6 budge	et.	
Policy Analysis a	nd Background (non-cons	ent items only):		
Sustainability Im	npact:			
Approval of con	tract will assist with the e	conomic sustainability	of our community.	
Financial Impact	:			
•	ate funds exist in account		es is \$15,000 for the year and funding will be Local Option Tax Account within the budget.	
Attachments:				
1. Proposed	d Contract #26009			
2. Purchase	order #26009			
3. FY2025 F	%L			
4. FY2025 k	4. FY2025 balance sheet			
5. FY2026 f	unding request			

CONTRACT FOR SERVICES 26009

THIS CONTRACT FOR SERVICES ("Agreement") is made and entered into this 6th day of October 2025, by and between the CITY OF KETCHUM, an Idaho municipal corporation (hereinafter referred to as "Ketchum") and Sun Valley Economic Development, an Idaho non-profit corporation (hereinafter referred to as "SVED").

RECITALS

- A. Ketchum is a resort city, as defined by Idaho Code § 50-1044, deriving the major portion of its economic well-being from businesses catering to recreational needs and the needs of people traveling to Ketchum for an extended period of time;
- B. Ketchum has the authority to enter into contracts and to take such steps as are reasonably necessary to maintain the health, safety and welfare of the City which includes the promotion of its trade, commerce, and industry;
- E. SVED is experienced in providing economic development support for the advancement of trade, commerce, and industry of the tourism-based economy of Ketchum;
- F. SVED desires to create a strong economic climate for the City of Ketchum and the surrounding community and region;
- G. It is in the best interest of the public health, safety, welfare, and prosperity of the City to promote the region and attract new businesses through targeted, economic development efforts. These activities, and any costs associated therein, are determined to be ordinary and necessary expenses for the economic well-being of Ketchum and its residents and guests;
- H. Ketchum desires to contract with SVED for professional services to provide economic development services that will increase the number of businesses hiring permanent, full-time jobs within the City of Ketchum;
- I. The parties acknowledge and agree that all funds paid to SVED under this Agreement shall be used to provide services for Ketchum for the purpose of job creation, which is a direct quantifiable and measurable result of investing public funds for a public purpose; and
- J. Subject to the terms and conditions of this Agreement, the parties wish to enter into this agreement to provide the services described herein.

AGREEMENT

NOW THEREFORE, Ketchum and SVED, for and in consideration of the preceding recitals, mutual promises and covenants hereinafter set forth, do hereby agree as follows:

- 1. <u>Consideration</u>. In consideration for providing the services provided herein, Ketchum agrees to pay SVED the maximum sum of fifteen thousand dollars (\$15,000) for the term set forth in section 2 herein. Subject to the terms and conditions set forth herein, Ketchum shall make payments in four quarterly installments.
- 2. <u>Term.</u> Unless terminated pursuant to Section 7(B) of this Agreement and notwithstanding the date of execution hereof, this Agreement shall be in effect from October 1, 2025, until September 30, 2026.
- 3. <u>Scope of Services</u>. SVED shall provide the services presented in Attachment A to this contract.
- 4. <u>Budget, IRS Filings, Annual Work Plan, Monthly Record Keeping and Availability of</u> Records.
 - a. <u>Budget</u>. Within thirty (30) days after the execution of this Agreement, SVED shall submit a 2025 Year-to-Date P&L and Balance Sheet for SVED, which is satisfactory to Ketchum showing income, expenses and particular fund balances. SVED shall submit its 2025/26 Operating Budget to Ketchum when such budget has been approved by the SVED Board. This operating budget shall contain sufficient information and detail to permit meaningful review by the public.
 - b. <u>IRS Filings</u>. Within fifteen days (15) days after execution of this Agreement, SVED shall submit to Ketchum IRS Form 990 and all associated documents for the previous two (2) years of operation.
 - c. Financial Accounting and Reporting Requirements. SVED shall submit to Ketchum a year-end financial statement which shall be prepared in a format that details the expenditure of Ketchum funds paid to SVED under the terms of this Agreement. The City may request additional financial information it deems necessary or appropriate to assist the City in verifying the accuracy of SVED's financial records. Any duly authorized agents of the City shall be entitled to inspect and audit all books and records of SVED only for compliance with the terms of this Agreement. In the event the financial report indicates that funds were used for purposes not permitted by this Agreement, SVED shall remit the disallowed amount to Ketchum within thirty (30) days of notification by Ketchum of such improper expenditures.
 - d. <u>General Requests</u>. Upon request, and within a reasonable time period, SVED shall submit any other information or reports relating to its activities under this Agreement to Ketchum in such form and at such time as Ketchum may reasonably require.
 - e. <u>Retention of Records</u>. SVED agrees to retain all financial records, supporting documents, statistical reports, client or membership records and contracts,

property records, minutes, correspondence, and all other accounting records or written materials pertaining to this Agreement for three (3) years following the expiration or termination of this Agreement. Ketchum, at its own expense, may review or audit the financial transactions undertaken by SVED under this Agreement to ensure compliance with the terms and conditions herein with reasonable prior notice and during the normal business hours of SVED.

- 5. <u>Payments</u>. To receive payments for the services described in Section 3 of this Agreement, SVED shall submit the quarterly reports described in paragraph 3(a) of this Agreement. The quarterly sum to be paid to SVED shall not exceed one quarter (1/4) of the total amount approved by this agreement for fiscal year 2026.
- 6. Record of Funds. In order to ensure proper financial accountability, SVED shall maintain accurate records and accounts of all funds received from Ketchum, keeping such accounts and records separate and identifiable from all other accounts, and making such accounts and records available to the City during normal business hours, on request of the City. Compliance with this provision does not require a separate bank account for the funds. The funds paid to SVED by Ketchum shall be expended solely for operations and activities in conformance with this Agreement. Further, no such funds shall be transferred, spent, loaned or encumbered for other SVED activities or purposes other than for operations and activities in conformance with this Agreement.

7. Miscellaneous Provisions.

a. <u>Notices</u>. All notices to be served pursuant to this Agreement or which are served with regard to this Agreement shall be sent by certified mail, return receipt, to the parties at the following addresses:

City of Ketchum PO Box 2315 Ketchum, Idaho 83340

Sun Valley Economic Development PO Box 3893 Ketchum, ID 83340

All notices of changes of address shall be sent in the same manner.

b. <u>Termination</u>. The parties hereto covenant and agree that in the event Ketchum, in its sole and absolute discretion, lacks sufficient funds to continue paying for SVED's services under this Agreement, Ketchum may terminate this Agreement without penalty upon thirty (30) days written notice. Upon receipt of such notice neither party shall have any further obligation to the other. In the event of early termination of this Agreement, SVED shall submit to Ketchum a report of expenditures authorized by this Agreement as of the effective date of

- termination. Any Ketchum funds not encumbered for authorized expenditures at the date of termination shall be refunded to Ketchum within twenty (20) days.
- c. Independent Contractor. Ketchum and SVED hereby agree that the SVED shall perform the Services exclusively as an independent contractor and not as employee or agent of Ketchum. The Parties do not intend to create through this Agreement any partnership, corporation, employer/employee relationship, joint venture or other business entity or relationship other than that of independent contractor. SVED, its agents and employees shall not receive nor be entitled to any employment-related benefits from Ketchum including without limitation, workers compensation insurance, unemployment insurance, health insurance, retirement benefits or any benefit that Ketchum offers to its employees. SVED shall be solely responsible for the payment of all payroll and withholding taxes for amounts paid to SVED under this Agreement and for SVED's payments for work performed in performance of this Agreement by SVED, its agents and employees; and SVED hereby releases, holds harmless and agrees to indemnify Ketchum from and against any and all claims or penalties, including without limitation the 100% penalty, which in any manner relate to or arise from any failure to pay such payroll or withholding taxes.
- d. <u>Compliance With Laws/Public Records</u>. SVED acknowledges that Ketchum is a public agency subject to the Idaho Public Records Act. SVED will communicate with and cooperate with Ketchum upon request by Ketchum so as to identify, address, potentially disclose, and evaluate exemptions as necessary for records that may be subject to Idaho public records law.
- e. <u>Non-assignment</u>. This Agreement may not be assigned by or transferred by SVED, in whole or in part, without the prior written consent of Ketchum.
- f. <u>Hold Harmless Agreement</u>. SVED shall indemnify, defend and save and hold harmless Ketchum, its officers, agents, and employees, from and against any and all claims, loss, damages, injury or liability, including but not limited to, the misapplication of Ketchum funds, state or federal anti-trust violations, personal injury or death, damages to property, liability arising out of the use of materials, concepts, or processes protected by intellectual property rights and liens of workmen and material men, howsoever caused, resulting directly or indirectly from the performance of the Agreement by SVED.
- g. <u>Entire Contract</u>. This Agreement contains the entire contract between the parties hereto and shall not be modified or changed in any manner, except by prior written contract executed by both parties hereto.
- h. <u>Succession</u>. This Agreement shall be binding upon all successors in interest of either party hereto.

- i. <u>No Third-Party Beneficiaries</u>. This Agreement shall not create any rights or interest in any third parties.
- j. <u>Law of Idaho</u>. This Agreement shall be construed in accordance with the laws of the State of Idaho.
- k. <u>Severability</u>. If any clause, sentence, or paragraph of this Agreement is held by a court of competent jurisdiction to be invalid for any reason, such decision shall not affect the remaining portions, and the parties do now declare their intention that each such clause, sentence, or paragraph of this Agreement is a separate part hereof.
- Preparation of Contract. 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.
- m. <u>No Waiver</u>. 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.
- n. <u>Attorney's Fees</u>. In the event either party hereto is required to retain counsel to enforce a provision of this Agreement, to recover damages resulting from a breach hereof or if either party defaults in the performance of this Agreement, the prevailing party shall be entitled to recover from the other party all reasonable attorney's fees incurred herein or on appeal.
- o. <u>Conflict of Interest</u>. No officer or director of SVED who has decision making authority either by them self or by vote, and no immediate family member of such individual, shall have a direct pecuniary interest in any contract or subcontract for work to be performed in connection with this Agreement. SVED shall incorporate or cause to be incorporated in all such contracts, a provision prohibiting such interest pursuant to this provision.

IN WITNESS WHEREOF, the parties hereto have caused this Contract for Services to be executed on the day and year first written above.

CITY OF KETCHUM	SUN VALLEY ECONOMIC DEVELOPMENT
Neil Bradshaw, Mayor	Harry Griffith, Director
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: 26009

To:	Ship to:	_
3981 SUN VALLEY ECONOMIC DEVELOPMENT PO BOX 3893 KETCHUM ID 83340	CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340	

P. O. Date	Created By	Requested By	Department	Req Number	Terms
09/12/2025	CCHING	CCHING			

Quantity	Description		Unit Price	Total
1.00	2026 Contract	22-4910-6070	15,000.00	15,000.00
		SHIPPING &	HANDLING	0.00
		TOTAL D		15,000,00
		TOTAL PO	O AMOUNT	15,000.00
			<u> </u>	

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Sun Valley Economic Development _ SVED

Budget vs. Actuals: Budget_FY25_P&L - FY25 P&L January - August, 2025

	TOTAL		
	ACTUAL	BUDGET	OVER BUDGET
Income			
Dividend Income	1,613.23	2,333.36	-720.13
In Kind Revenue & Services	3,000.00	11,433.36	-8,433.36
Income	156,950.00	113,200.00	43,750.00
Interest Income	4.33	6.64	-2.31
Unapplied Cash Payment Income	0.00	0.00	0.00
Uncategorized Income	200.00		200.00
Total Income	\$161,767.56	\$126,973.36	\$34,794.20
GROSS PROFIT	\$161,767.56	\$126,973.36	\$34,794.20
Expenses			
Expenses	33.73	833.36	-799.63
Interest Expense	395.94	1,066.64	-670.70
Melio services fee	106.50		106.50
Office Administration	7,101.58	6,533.36	568.22
Operating Expenses	93,548.10	117,334.00	-23,785.90
Unapplied Cash Bill Payment Expense	0.00	0.00	0.00
Uncategorized Expense	50.00		50.00
Total Expenses	\$101,235.85	\$125,767.36	\$ -24,531.51
NET OPERATING INCOME	\$60,531.71	\$1,206.00	\$59,325.71
Other Expenses			
In-Kind Revenue & Services	3,000.00	11,433.36	-8,433.36
Loans Repayment & Miscellaneous		0.00	0.00
Total Other Expenses	\$3,000.00	\$11,433.36	\$ -8,433.36
NET OTHER INCOME	\$ -3,000.00	\$ -11,433.36	\$8,433.36
NET INCOME	\$57,531.71	\$ -10,227.36	\$67,759.07

Sun Valley Economic Development $_$ SVED

Balance Sheet

As of August 31, 2025

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
Brokerage x9631	123,704.55
Checking x 0713	31,326.96
Savings x4864	0.47
Total Bank Accounts	\$155,031.98
Accounts Receivable	
Accounts Receivable	17,225.00
Total Accounts Receivable	\$17,225.00
Total Current Assets	\$172,256.98
Other Assets	
Organizational Costs	10.00
Total Other Assets	\$10.00
TOTAL ASSETS	\$172,266.98
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	-0.30
Total Accounts Payable	\$ -0.30
Total Current Liabilities	\$ -0.30
Long-Term Liabilities	
Deferred Interest	-762.00
SBA CARES EIDL - LOAN 2.75% 30 Year	85,790.94
Total Long-Term Liabilities	\$85,028.94
Total Liabilities	\$85,028.64
Equity	
	77,106.79
Unrestricted Net Assets	
Unrestricted Net Assets Net Income	10,131.55



City of Ketchum

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 June 24th from 9 1
- The public hearing will be on July 21st, with the readings as follows:

o 1st – August | 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: \$ 15,000_____
- 2. What percentage of your overall budget does the requested amount represent? 8____ % Please submit a budget sheet for FY2024 and FY2025 that shows overall revenue and expenditures.
- 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.)

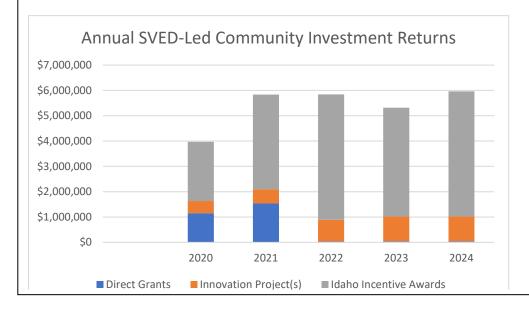
Access to grant dollars from the Idaho Dept. of Commerce Rural ED Grant program would not be possible, and projected funding from the five other Blaine Co municipalities would be very difficult unless the City demonstrated leadership through this budget request. With the largest business community and employer base, Ketchum's continued support is critical. In order to leverage more than the projected \$53k in Blaine Co. non-Ketchum public sector and \$70k in private sector funding, the City contribution plays a pivotal "key contributor" role.

4. Does your program or project have a strategic/business plan in place? Yes __X__ No ____ If yes, please attach a copy upon submission.

- 5. 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.)
 - 1. Grants/Incentives:
 - Commerce ED Pro grant \$25k
 - Idaho Workforce Development Council Talent Pipeline Management grant \$25k
 - WR Early Childhood Education grant \$1.5k
 - WRELC distributions of \$40k to 12 providers plus pending Advocates application
 - 2. Collaborations/Consulting/Advocacy:
 - BC Sustainability, Baldy Forest Health, Ketchum Housing, Ketchum Technical Advisory Group
 - Ketchum hotels & 3 Mixed Use Commercial building & commercial ordinances
 - 2+ Economic impact assessments
 - 3. Other:
 - Ten Vocational Boot Camps delivered to 200 high school students
 - Economic data analysis & 2023 Economic Profiles
 - Culinary Institute growth to \$1.2m revenue and professional cohort of 8 students
 - Revitalized Educational Roundtables x 2 with 100+ attendees
 - Alpine World Cup Housing placement program for 1,000 race participants
 - Positive Net Income

Sun Valley Economic Development has secured investment in our community through a combination of direct grant awards to local organizations, innovative project startups and Idaho Tax Reimbursement incentive awards to local companies that expand or relocate.

On a cumulative basis over the last five years, SVED has channeled more than \$33 million dollars into Blaine Co via new jobs and salaries, local operating expenditures and capital investments. The annual ROI over each of the last 5 years is shown in the graph below:



6. If you receive funds from the City in fiscal year 2025, please provide specific goals set by your organization. (Expand the box as needed or submit separately.)

SVED delivers projects and programs that create economic value for Ketchum through:

- 1. More Jobs: Retain existing and attract new businesses
- 2. Improved Sales: Increase business traffic & reduce seasonality
- 3. Better Decision Making: Provide timely data & analysis on the local economy
- 4. Removing Obstacles: Improve the local business environment
- 5. Delivering Significant ROI: real and positive community-wide impact from sponsored projects & programs