



City of Ketchum

October 21, 2019

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Enter into Contract 20417 For Services with Ketchum Community Development Corporation (KCDC)

Recommendation and Summary

Staff is recommending the council approve the contract with Ketchum Community Development Corporation (KCDC) and adopt the following motion:

I move to authorize the Mayor to sign Contract 20417 with the Ketchum Community Development Corporation (KCDC).

The reasons for the recommendation are as follows:

- The City is contracting with KCDC for Ketchum Innovation Center (KIC) programs and for the Ketchum Sustainability Advisory Committee (KSAC).
- The funding was approved in the FY 19/20 adopted budget

Introduction and History

As part of the FY 19/20 budget, the Council authorized funding for the KCDC to support KIC programs and to support the efforts of the Ketchum Sustainability Committee. The KIC provides programs and services to existing, start up and emerging businesses in Ketchum. The proposed contract provides the scope of work and method for payment of services. This year, funding will be provided to KCDC to support the efforts of the Ketchum Sustainability Advisory Committee (KSAC)

Analysis

The amount of this contract is \$155,000. Funding for KIC is \$140,000 and funding for KSAC is \$15,000. The contract requires specific itemization of the services provided and the cost for services as part of each monthly invoice in addition to an end of the year report.

Financial Impact

The cost for services is \$155,000 for the year, payment is made based on the invoices submitted to the City. The Fiscal Year 2019-20 budget includes funding for the proposed services, \$140,000 and \$15,000 is in the Non-Departmental Account.

Attachment

Proposed Contract 20417

INDEPENDENT CONTRACTOR AGREEMENT 20417

THIS AGREEMENT made and entered into this ___ day of _____, 2019, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation (hereinafter referred to as "Ketchum") and KETCHUM COMMUNITY DEVELOPMENT CORPORATION, an Idaho non-profit Corporation (hereinafter referred to as KCDC).

FINDINGS

1. Ketchum is a municipal corporation duly organized and existing under the laws of the State of Idaho.

2. KCDC will provide services to the City of Ketchum consistent with the services identified in Attachment A associated with the operation and management of the Ketchum Innovation Center for the purpose of supporting existing businesses and cultivating and developing new businesses and industries in the City and therefore creating a more sustainable and diverse economy, as well as increasing revenue for the City. The services provided shall be consistent with the scope of services attached hereto as Attachment A.

3. Pursuant to Idaho Code §§ 50-301 and 50-302, Ketchum is empowered to enter into contracts and take such steps as are reasonably necessary to maintain the peace, good government and welfare of the City.

4. Ketchum has appropriated funds for business development activities for the KCDC in the amount of \$187,200.

5. KCDC desires to enter into an Agreement with Ketchum to provide such services all as hereinafter provided.

NOW, THEREFORE, the parties hereto covenant and agree as follows:

1. SERVICES RECEIVED. KCDC agrees to provide those services described in Attachment A, as an independent contractor. KCDC shall be responsible for all associated taxes, workers compensation and other related expenses.

2. TERM. The term of this Agreement shall commence on October 1, 2019 and shall terminate on the 30th day of September, 2020.

3. CONSIDERATION. In consideration for providing the services as herein provided, Ketchum agrees to pay to KCDC the total sum of \$140,000 for the Ketchum Innovation Center (KIC), and \$15,000 for supporting the Ketchum Sustainability Advisory Committee (KSAC) for a total of \$155,000. Payments will be payable within 60 days of submittal of the invoice to the city. The invoice requesting payment shall itemize the specific service provided as identified in Attachment A, and the costs associated with such service. Invoice requests shall be made no less frequently than quarterly and shall include receipts to document the payment request, if applicable.

4. REPORTING. With each invoice, KCDC will itemize the services performed, hours associated with the service and the cost for service.

5. NOTICES. All notices to be served pursuant to this Agreement or which are served with regard to this Agreement shall be sent by general mail to the parties at the following addresses:

City Administrator
City of Ketchum
Post Office Box 2315
Ketchum, ID 83340

President
KCDC
Post Office Box 6452
Ketchum, ID 83340

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

7. TERMINATION. Notwithstanding any contrary provision of this Agreement, either party may terminate this Agreement effective upon thirty (30) days written notice to the other for any reason or no reason. In addition, the parties agree that in the event KCDC refuses or is unable to provide the services set forth hereinabove, the same shall constitute a default under the terms of this Agreement, and that Ketchum shall have the power to terminate this Agreement upon two (2) days' written notice to KCDC. Furthermore, this Agreement shall be terminable by Ketchum upon five (5) days' written notice if KCDC is adjudicated bankrupt, or subject to the appointment of a receiver, or has any of its property attached, or becomes insolvent, or is unable to pay its debts as the same become due. No refund of funds paid shall occur if the Agreement is terminated.

8. NONASSIGNMENT. This Agreement, in whole or in part, shall not be assigned or transferred by KCDC to any other party except upon the prior written consent of Ketchum and approved by the Ketchum City Council.

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

10. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties hereto and shall not be modified or changed in any manner, except by prior written agreement executed by the parties hereto. If any term or provision of this Agreement or application thereof shall be declared invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

11. SUCCESSION. This Agreement shall be binding upon all successors in interest of either party hereto.

12. LAW OF IDAHO. This Agreement shall be construed in accordance with the laws of the State of Idaho.

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

KETCHUM COMMUNITY
DEVELOPMENT CORPORATION

CITY OF KETCHUM

By

By

Charles Friedman
President

Neil Bradshaw
Mayor

ATTEST:

By

Robin Crotty, City Clerk

ATTACHMENT A

Ketchum Community Development Corporation Scope of Work for KIC FY 2019/20

Funds Provided: \$140,000

Goal: Foster a Diverse Year-Round Economy

Scope of Work:

- Provide programs, services and facilities for new businesses, entrepreneurs, and existing businesses.
- Ensure public dollars support KIC programming offered to the public at-large.
- Develop a marketing strategy to increase community awareness of the programs and services offered by KIC.
- Conduct a survey to understand the needs of the business and entrepreneurial community and to assess the effectiveness of KIC programs

Measurements:

- Report to council bi-annually via email on the progress of each scope of work objective
- Identify the number of entrepreneurs/businesses/partners cultivated
- Identify the number of members served at KIC
- Provide detail on the classes held: frequency, type, attendance, cost
- Provide information on marketing and outreach to encourage both drop in members and longer term members

Ketchum Community Development Corporation
Scope of Work for Ketchum Sustainability Advisory Committee for FY 2019/20

Funds Provided \$15,000

Goal: To implement sustainability initiatives within the City of Ketchum.

Scope of Work: Hire firms and undertake actions to implement the City of Ketchum Sustainability Plan. This includes public engagement, goal setting, benchmarking, diagnostics, targeted field analysis, program development, process implementation, ongoing monitoring and implementation of targeted projects.

Measurements: Energy use, water use, waste numbers, and transportation numbers for city operations and community efforts. SMART goals will be established for the City, as well as benchmarks and ongoing monitoring and reporting of performance for City operations and the community.