



City of Ketchum

### CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:  Staff Member/Dept:

Agenda Item:

Recommended Motion:

Reasons for Recommendation:

- The Master Services Agreement with GGLO will provide architectural, urban design, and related professional services to the City on an as-needed basis, and formalize an existing working relationship with GGLO, which has supported the City over the past several years on street, sidewalk, public art, and history-related projects.
- Agreement establishes a contracting framework only and requires no financial obligation. Individual Task Orders will be issued and approved for specific projects as needed.
- City maintains similar professional service agreements with firms such as Jacobs Engineering and Lunceford Excavation.
- Exclusivity is not granted to GGLO by way of this agreement. The City may continue to contract with other firms, though GGLO may be utilized for projects that intersect with transportation and streetscape improvements due to their familiarity with the City's standards.

Sustainability Impact:

Financial Impact:

<input type="text" value="None OR Adequate funds exist in account:"/>	<input type="text" value="None"/>
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Attachments:

<input type="text" value="1. Agreement #27007"/>	
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City of Ketchum

**MASTER SERVICES AGREEMENT #27007**  
**WITH GGLO ARCHITECTURE, INTERIOR DESIGN, LANDSCAPE ARCHITECTURE,**  
**PLANNING AND URBAN DESIGN, LLC**  
**FOR PROFESSIONAL SERVICES REQUIRED FOR SIDEWALK & LANDSCAPE**  
**ENHANCEMENT INITIATIVES**

This Master Services Agreement (“Agreement”) is made and entered effective on the \_\_\_ day of \_\_\_ 2025, by and between the City of Ketchum, an Idaho municipal corporation (“City”), and GGLO Architecture, Interior Design, Landscape Architecture, Planning and Urban Design, LLC. (“Contractor”).

**FINDINGS**

- A. The City is a municipal corporation duly organized and existing under the laws of the State of Idaho.
- B. The City 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. Idaho Code §50-301 *et seq.*
- C. Contractor independently provides certain professional services which may be beneficial and of use for the general welfare of the City.
- D. The City finds that it is economical and efficient and that it is in the best interests of the City to enter into a Master Services Agreement with Contractor for certain services as set forth herein (“Services”).

NOW, THEREFORE, the Parties enter into this Agreement according to the following terms and conditions:

- 1. **Description of Services.** Contractor will perform work to design, oversee and manage various landscape and miscellaneous project improvements, including art and history installations over fiscal year 2026. Contractor will work closely with the City Public Works Director, Project Manager and Engineers throughout the project. All services will be authorized upon assignment by written Task Orders issued by the Contractor and approved by the City.
- 2. **Payment for Services.** Contractor will be compensated for Services as performed and authorized by written Task Orders. Invoices will be specific to each Task Order. Invoices for payment will be submitted monthly and payment made by City upon City review and approval within approximately thirty days.
- 3. **Term.** The term of this Agreement shall be through the duration and conclusion of the Services, not to exceed one year from the date of this Agreement. This term may be renewed or extended upon further written agreement between the parties.
- 4. **Independent Contractor.** Contractor performs the Services hereunder solely and exclusively as an independent contractor. Contractor is not an employee, servant, agent, partner, or joint venture of the City. The City will determine the projects or Services to be done by Contractor, but Contractor will

determine the legal means by which it accomplishes the work specified by the City. This Agreement shall not be construed to create or establish any employer-employee relationship between the City and Contractor or make Contractor eligible for any City employment benefits. Contractor is solely responsible for all withholding and payment of all applicable federal, state, and local income or payroll taxes of any kind.

5. **Performance and Warranty.** Contractor will provide its own tools and equipment as needed to perform the Services. Contractor warrants that all equipment used to perform this Agreement will function safely, properly, and efficiently. Contractor warrants that all services will be timely and performed in a safe, professional, and workmanlike manner.
6. **Indemnification.** Contractor releases, holds harmless, and agrees to indemnify City from and against all claims, suits, damages (including, without limitation, damages to persons and property including deaths, and all tax responsibilities), costs, losses, and expenses, in any manner related to or arising from the acts or omissions of Contractor, its managers, members, directors, officers, shareholders, agents, and employees.
7. **Limits of Liability.** Except for Contractor’s confidentiality and indemnity obligations, respectively, and except for actions or claims arising from gross negligence or intentional or willful misconduct, Contractor’s total liability to City shall not exceed the greater of (i) the total Contractor compensation value for the subtask of the project or (ii) the amount of recoverable insurance, regardless of whether any action or claim is based upon contract, warranty, tort (including negligence) or strict liability.
8. **Licensing.** Contractor represents that Contractor possesses the requisite skill, knowledge, and experience necessary to perform the Services. Contractor represents it has or agrees to obtain and maintain all necessary registrations, licenses, and insurance as may be required by the State of Idaho for the performance of the Services under this Agreement.
9. **Insurance.** Contractor is not covered by the City’s liability insurance policy. Contractor shall carry and maintain liability insurance in the following minimum amounts:

General liability	\$1,000,000.00 per occurrence; \$2,000,000.00 aggregate.
Personal Auto Liability	\$500,000.00 per accident with \$2,000,000 umbrella policy.
Professional Liability	\$1,000,000.00 per occurrence; \$2,000,000.00 aggregate.
Worker’s Compensation	As required by the State of Idaho, and not less than \$1,000,000.00.

Proof of said insurance shall be provided to City. Each policy of insurance required shall provide for no less than thirty-day advance notice to City prior to cancellation. In addition, the City shall be named an “Additional Insured” by all contractors and subcontractors.

10. **Notice.** All notices under this Agreement shall be in writing and addressed as follows:

CITY:

CONTRACTOR:

City of Ketchum  
P.O. Box 2315  
Ketchum, ID 83340

GGLO Architecture  
113 South 5th  
Boise, ID 83702

11. **Compliance with Laws/Public Records.** Contractor, its managers, members, directors, officers, shareholders, agents, and employees shall comply with all federal, state and local laws, rules, and ordinances. This Agreement does not relieve Contractor of any obligation or responsibility imposed upon Contractor by law. Without limitation, Contractor hereby acknowledges that all writings and documents, including without limitation email, containing information relating to the conduct or administration of the public's business prepared by Contractor for City regardless of physical form or characteristics may be public records pursuant to the Idaho Public Records Act. Contractor further acknowledges that, subject to certain limitations, the public may examine and take a copy of all such public writings and records. Accordingly, Contractor shall maintain such writings and records in such a manner that they may readily identified, retrieved and made available for such inspection and copying. Should Contractor wish to claim an exemption to disclosure on any record, Contractor shall identify such in advance and assume all costs of defense on any associated legal action to defend such claimed exemption from disclosure.
12. **Non-Assignment.** Contractor hereby acknowledges that City has agreed to enter this Agreement based in part on Contractor's unique skills and reputation for professional work. Accordingly, Contractor may not assign, subcontract, or transfer in any manner this Agreement or any of Contractor's right, title or interest in or to this Agreement without the prior written consent of City.
13. **Amendments.** This Agreement may only be changed, modified, or amended in writing executed by all parties.
14. **Non-Waiver.** The failure of either party to exercise any of its rights under this Agreement at any time does not constitute a breach of this Agreement and shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.
15. **Headings.** The headings in the 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 provision hereof.
16. **Attorney Fees and Costs.** In the event that either party hereto is required to retain the services of an attorney to enforce any of its rights hereunder, the non-prevailing party shall pay to the prevailing party all reasonable costs and attorney fees incurred in such enforcement, whether or not litigation is commenced and including reasonable costs and attorney fees on appeal.
17. **Governing Law.** This Agreement shall be governed by the laws of the State of Idaho. Venue shall be in the Fifth Judicial District, Blaine County, Idaho.
18. **Entire Agreement.** This Agreement contains the entire Agreement between the parties respecting the matters herein set forth and supersedes any and all prior Agreements between the parties hereto respecting such matter.

19. **Severability.** If any part of this Agreement is held to be invalid or unenforceable, such part shall be considered as stricken and the rest of this Agreement shall continue in full force and effect and so as to preserve the agreement and intent to the fullest possible extent.
20. **Execution and Signatures.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
21. **Authority.** The parties executing this Agreement warrant, state, acknowledge, and affirm that they have the authority to sign the same and to bind themselves to the terms contained herein.

IN WITNESS WHEREOF, the Parties execute this Agreement.

**CITY OF KETCHUM**

**MARK SINDELL, CONTRACTOR**

\_\_\_\_\_  
Pete Prekeges, Mayor

\_\_\_\_\_  
Mark Sindell, Principal

ATTEST:

\_\_\_\_\_  
Trent Donat  
City Clerk