



City of Ketchum

December 2, 2019

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Approve MOU 20434 Between the Ketchum Urban Renewal Agency and the City of Ketchum for Fire Apparatus Funding

Recommendation and Summary

Staff is recommending the council adopt the following motion:

I move to authorize the Mayor to enter into MOU 20434

The reasons for the recommendation are as follows:

- The Ketchum Urban Renewal Agency (KURA) is offering a \$60,000 contribution towards the Fire Department's new ladder truck
- The KURA approved the MOU at their November 18, 2019 meeting

Introduction and History

The KURA recognizes the importance of having adequate fire apparatus to protect development within the KURA District. In recognition of this, the KURA voted to contribute \$60,000 towards the purchase of the new Fire Department ladder truck.

Analysis

The proposed MOU sets forth the terms to facilitate the KURA contribution in FY 19/20. Once the City provides the KURA with invoice for the purchase of the new truck, the KURA will provide \$60,000.

Financial Impact

The KURA has generously offered to assist with funding the new ladder truck. The contribution off-sets the anticipated city costs budgeted for FY 19/20.

Attachments:

Proposed MOU 20434

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF KETCHUM AND
THE KETCHUM URBAN RENEWAL AGENCY**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is effective on the date last executed below by and between the City of Ketchum (“City”) and the Ketchum Urban Renewal Agency (“Agency”). City and Agency may hereafter collectively be referred to as the “Parties.”

RECITALS

WHEREAS, the City is a duly organized and existing municipal corporation of the State of Idaho;

WHEREAS, the Agency is an independent public body corporate and politic, organized and existing pursuant to Idaho Code § 50-2001 *et seq.*;

WHEREAS, the City Council of the City of Ketchum, by adoption of Ordinance No. 992 on November 15, 2006, duly adopted the Ketchum Urban Renewal Plan (the “2006 Plan”) to be administered by the Agency;

WHEREAS, upon the approval of Ordinance No. 1077, adopted by the City Council on November 15, 2010, and deemed effective on November 24, 2010, the Agency began implementation of the amended Ketchum Urban Renewal Plan (the “Amended Plan”);

WHEREAS, pursuant to Idaho law, City and Agency are authorized and empowered to enter into such contracts as may be necessary to carry out projects that may be beneficial to the public;

WHEREAS, the City purchased and is considering additional purchases of certain fire equipment (hereinafter the “Fire Apparatus”) to provide fire protection for the City, including the Project Area;

WHEREAS, the Fire Apparatus will allow the Agency to continue to work towards economic development within the Project Area;

WHEREAS, the Agency is willing to commit to provide a contribution toward the funding for the Fire Apparatus for fiscal year 2020, which will assist the City in funding the acquisition of the Fire Apparatus;

WHEREAS, the City is in the process of obtaining a definitive acquisition price for the Fire Apparatus;

AGREEMENT

NOW, THEREFORE, it is understood between the City and Agency as follows:

1. Agency agrees to pay City an amount of Sixty Thousand Dollars (\$60,000) as a contribution toward the funding of the purchase of the Fire Apparatus.

2. Agency has designated the amount of Sixty Thousand Dollars (\$60,000) as part of its fiscal year 2020 budget.

3. City shall submit appropriate invoice information for the acquisition of the Fire Apparatus to the Agency to evidence the payment of Sixty Thousand Dollars (\$60,000).

4. City shall defend, indemnify and hold Agency and their respective officers, agents, and employees harmless from and against all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses, including reasonable architect and attorney fees (collectively referred to in this section as "Claim"), which may be imposed upon or incurred by or asserted against Agency or its respective officers, agents, and employees relating to the construction or design of the City Project or otherwise arising out of this MOU. In the event an action or proceeding is brought against Agency or their respective officers, agents, and employees by reason of any such Claim, City, upon written notice from Agency, shall, at City's expense, resist or defend such action or proceeding.

Notwithstanding the foregoing, City shall have no obligation to indemnify and hold Agency and its respective officers, agents, and employees harmless from and against any matter to the extent it arises from the negligence or willful act of Agency or its respective officers, agents, or employees or from conduct resulting in an award of punitive damages against Agency.

5. This MOU constitutes the entire agreement between the parties and supersedes all other agreements and understandings, written and oral, between the parties with respect to the subject matter hereof. The parties hereto may, at any time hereafter, modify or amend this MOU by a subsequent written agreement executed by both parties. This MOU may not, however, be modified or amended orally, nor shall this MOU be deemed modified or amended in any way by any act of either of the parties hereto.

4. All parties hereto are or have been afforded the opportunity to be represented by counsel in the course of the negotiations for and the preparation of this MOU; accordingly, in all cases, the language of this MOU will be construed simply, according to its fair meaning, and not strictly for or against any party.

5. This MOU may be executed in counterparts and, once so executed by both parties hereto, each such counterpart shall be deemed to be an original, but all such counterparts together shall constitute but one agreement.

6. If any provision of this MOU or its application to any person or circumstance is held invalid, the remainder of this MOU or the application to other persons or circumstances shall not be affected.

7. The Parties represent and warrant that they are authorized to execute this Agreement on behalf of the entities indicated below.

IN WITNESS WHEREOF, the Parties hereto, through their respective governing boards, have executed this MOU on the date signed below.

[signatures on following page]

KETCHUM URBAN RENEWAL AGENCY

By: _____
Title: Chair
Printed Name: _____
Date: _____

ATTEST:

By: _____
Its: _____

CITY OF KETCHUM

By: _____
Title: Mayor
Printed Name: Neil Bradshaw
Date: _____

ATTEST:

By: _____
Its: _____

4839-6579-6012, v. 3