

11. All fees and reimbursable expenses will be invoiced monthly and shall be payable in net U.S. Dollars drawn upon a U.S. Bank unless otherwise stated in this letter agreement. The Client understands and acknowledges that these fees are net of any non-U.S. taxes and/or tariffs. If a retainer is received by S2O, it will be applied to the final payment due unless otherwise stated in this letter agreement.
12. In the event the Client should use a foreign bank as its payment bank, the Client shall wire the funds in U.S. Dollars, net of any transaction fees, to S2O's local bank. Bank information will be provided upon request by the client. Payment must be accompanied by the *Project Name and invoice number(s) to be credited*.
13. All invoices are payable upon receipt. In the event payment is not received within thirty (30) days of invoice date, the past due balance may be assessed an interest penalty of one and one-half percent (1 ½%) per month.

In the event S2O does not receive payment within sixty (60) days, S2O will stop work on the project until payment is received. Stoppage of work by S2O due to non-payment of invoices beyond sixty (60) days will not be deemed as a default under the terms of this letter agreement. An additional fee may be required to stop and restart work due to nonpayment.
14. The Client agrees that this letter agreement shall be interpreted according to the laws of the state where the contracting S2O office is located (Colorado), and agrees to reimburse S2O for reasonable attorney's fees, court costs, and all expenses including without limitation, all such fees, costs, and expenses incidental to arbitration, appeals, and post-judgment proceedings that it may expend in enforcing this letter agreement. In the event of any such dispute, Client agrees that the court venue will be located in Boulder County, CO.
15. Signature of this letter agreement will signify the Client's acceptance of all the Terms and Conditions outlined herein. Accordingly, the Client warrants that the necessary funds are available to pay S2O for the services and expenses outlined in this letter agreement and that these funds are not encumbered nor contingent upon subsequent approvals, permits or financing commitments.
16. This letter agreement will be valid for the duration of the project. However, after ninety (90) days from the date of its issuance and with written notification, fees and conditions will be subject to change.
17. Hazardous Materials. Client acknowledges that consultant's scope of services for this project do not include any services related in any way to asbestos and/or hazardous or toxic materials. Should consultant or any other party encounter such materials on the job site, or should it in any other way become known that such materials are present or may be present on the job site or any adjacent or nearby areas which may affect consultant's services, consultant may, at its option, terminate work on the project until such time as client retains a specialist contractor to abate and/or remove the asbestos and/or hazardous or toxic materials and warrant that the job site is free from any hazard which may result from the existence of such materials.
18. The Agreement may be terminated at any time, by either S2O or CLIENT, by notification in writing. In the event of termination, S2O shall be paid for services performed and reimbursable expenses incurred to date of notification. Any expenses incurred by S2O due to termination of project by CLIENT shall be paid by CLIENT.
19. The S2O assumes no liability arising from the Agreement or the work involved except in so far as it is liable for its professional acts or the acts of its employees. CLIENT expressly waives its right to claim consequential or incidental damages notwithstanding pre-existing professional liabilities on behalf of S2O. CLIENT'S sole remedy for any claim

arising out of any sale of services hereunder shall be a refund of monies paid by CLIENT to S2O for said services.

20. It is S2O'S policy to complete its services promptly and within established schedules, however, there is no expressed or implied guarantee as to when plans will be approved by the applicable governing agencies. S2O will progress its work in an expeditious and professional manner at all times.
21. Notwithstanding any provision contained in the Agreement to the contrary, S2O shall not be deemed in default hereunder, or otherwise liable or responsible, if any failure of its performance shall be due to any governmental regulations or controls, the need to obtain any governmental approvals, inability to obtain any material or service, strike, act of war, act of God, act of any third party, or any other cause whatsoever beyond the reasonable control of S2O, and the time for performance by S2O shall be extended by the period of delay resulting from or due to any of such causes.
22. If CLIENT is a corporation or other legal entity, the individual(s) whose signature appears herein hereby personally guarantee CLIENT'S compliance with this Agreement, including payment of all charges and costs.
23. CLIENT agrees that the obligations listed in the Agreement shall not be impaired, modified, changed, released or limited in any manner whatsoever by any impairment, modification, change, release or limitation of liability of the S2O or their respective estates by reason of the commencement of any case, proceeding, or other action seeking reorganization, arrangement, adjustment, liquidation, dissolution, or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization, relief of debtors or seeking appointment of a receiver, trustee, custodian, or similar official for it or all part of its property.
24. A retainer of 20% of the design fees is requested prior to commencing work on the project. This retainer will be applied to the final invoice. Progress billings will be made monthly and/or at the submission of progress sets of drawings. Payments are due within 30 days of receipt of invoice. Late payments will be charged a service fee of 1.5% per month. Late payments will also result in a stoppage of work until all invoices are paid in full.
25. We reserve the right to rely on the accuracy of this information in our design work. Client shall not hold us liable for any problems arising from inaccuracies in the information provided to us

City of Ketchum, Idaho

P.O. Box 2315 Ketchum, ID 83340 (208) 726-3841 Fax: (208) 726-8234



October 24, 2011

Mayor Hall and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Hall and City Councilors:

Recommendation to approve snow hauling contracts

Introduction/History

Prior to 1996 the street department plowed snow on the first night of the storm and then on the next night they would start hauling snow away with city trucks and a couple of contract trucks. This process saved a little money but was considerably slower, and with back to back storms the Street department would be plowing only and unable to haul and snow would pile up in town to the point where there would be little parking and very narrow travel lanes down each street.

In 1996 we had a good snow year with several back to back storms which left the city core in pretty bad shape, full of snow with little to no parking. The city council wanted change and so approved funds to upgrade our equipment, increase our part time staff and provided funding for us to haul snow while we are plowing. Today we use up to 18 contract trucks to help us haul snow while we are plowing.

Current Report

We started using snow hauling contracts years ago and today we are still using them. The city pays \$75.00 dollars an hour for a truck and \$90.00 an hour for a truck and trailer. The going rates for contract trucks are generally \$15.00 to \$25.00 dollars an hour higher than what the city pays.

When setting the pay scale for the contract trucks we have taken several factors into consideration. 1) Winter construction is always down and most of the contractor's trucks are usually parked. 2) Snow hauling is relatively easy on the trucks because snow weighs so much less than most road materials. Lower haul weights equal less fuel burned. 3) The local contractors are glad to keep their crews working in the winter.

Another benefit of the contract is that the city gets to require that the trucks and drivers are safe, professional and follow a list of details specific to completing the snow hauling job safely and responsibly.

Financial Requirement/Impact

The Professional Services line item is where we fund the contract snow haulers. This line item is used for snow hauling, flagging services and engineering services. This year is the same as last and we budgeted \$155,000 for the line item. Having contracts in place guarantees that we will not be paying varying hourly amounts to different contractors; all the contractors are on the same pay scale.

The contract is the same as it was last year and I am not recommending any changes.

A copy of a snow hauling contract is attached.

Recommended Motion

I move to approve the contract for services with; Joe's Backhoe Service INC., S Erwin Excavation INC., Burks Excavation LLC., Hiatt Trucking INC., Katco Excavation INC., B&G Dirt works LLC., Rick's Excavation INC., Anderson Asphalt Paving, All Seasons Landscaping, Bald Mountain Excavation.

Sincerely,

Brian Christiansen
Street Superintendent

INDEPENDENT CONTRACTOR AGREEMENT

(City of Ketchum/Joe's Backhoe Service, Inc.)

THIS INDEPENDENT CONTRACTOR AGREEMENT is made and entered into as of this ____ day of _____, 2011, by and between THE CITY OF KETCHUM, an Idaho municipal corporation ("Ketchum"), and JOE'S BACKHOE SERVICE, INC., an Idaho corporation ("Contractor").

RECITALS

WHEREAS, Ketchum is a municipal corporation duly organized and existing under the laws of the State of Idaho; and

WHEREAS, Pursuant to Idaho Code §50-301 *et seq.*, Ketchum is empowered to contract and be contracted with; and

WHEREAS, It is deemed in the best interest of Ketchum to contract with Contractor for certain snow hauling services as set forth in more detail herein below (the "Services"); and

WHEREAS, Ketchum finds that contracting with Contractor for performance of the Services shall conserve economic resources and improve snow removal throughout Ketchum in furtherance of the health, safety and welfare of the residents and visitors of Ketchum.

NOW, THEREFORE, for the consideration recited herein below, Ketchum and Contractor enter this Agreement according to the following terms and conditions:

1. Incorporation of Recitals. The Recitals set forth herein above are hereby incorporated into and made an integral part of this Agreement.
2. The Services. Contractor shall haul snow from the streets of Ketchum as follows:
 - a. Contractor shall provide professionally trained and duly licensed drivers, and safe, Idaho-licensed, Idaho-registered, well-maintained trucks and trailers necessary to haul snow from Ketchum streets designated by the Head of the Ketchum Street Department or any other employee of Ketchum designated by such Department Head. Ketchum shall have no responsibility for the security or protection of, maintenance of or damage to, Contractor's supplies or equipment.
 - b. **At all times while performing the Services, Contractor and its drivers shall obey all traffic laws, drive safely and professionally, and act in a polite professional manner. Under no circumstances while performing the Services shall Contractor or any of its drivers be under the influence of any alcohol or other legal or illegal drugs or substances which may impair their driving skills, reaction time or judgment.**

- c. Ketchum shall plow, collect and place the snow in Contractor's trucks and trailers.
- d. Contractor's drivers shall haul the snow in Contractor's trucks and trailers to a Ketchum-designated snow dump.
- e. Contractor's trucks and trailers shall use only biodegradable truck and trailer bed liner materials to provide for any non-stick surface.
- f. Contractor shall provide all tools, equipments, materials and services to complete and perform the Services, including without limitation, fuel for Contractor's trucks and all maintenance and repair of Contractor's trucks and trailers.
- g. Ketchum shall make all reasonable efforts to work until all of the snow is hauled, however, Ketchum may allow its employees to take a break before all of the snow is hauled.
- h. Ketchum shall not provide meals or any benefits whatsoever to Contractor, its officers, directors, shareholders, members, managers, agents or employees at any time, including without limitation, during breaks.
- i. Contractor is solely responsible for freeing any of Contractor's trucks or trailers that become stuck.

(the "Services").

3. Consideration. Ketchum shall pay Contractor the following consideration:

- a. FOR A SINGLE TRUCK: SEVENTY DOLLARS (\$70) per hour plus a FIVE DOLLAR (\$5) per hour fuel surcharge, for a total of SEVENTY-FIVE DOLLARS (\$75) per hour.
- b. FOR A SINGLE TRUCK AND ONE TRAILER: EIGHTY-FIVE DOLLARS (\$85) per hour plus a FIVE DOLLAR (\$5) per hour fuel surcharge, for a total of NINETY DOLLARS (\$90) per hour.
- c. Ketchum shall pay Contractor up to THIRTY (30) minutes each way for travel time to and from Ketchum, not to exceed one hour total per truck per day.
- d. Ketchum shall only pay Contractor for time actually worked and not for breaks or down time due to any reason including without limitation, equipment failure, labor disputes, strikes, being stuck, adverse weather, or traffic accidents.

- e. Contractor must submit a written bill to Ketchum prior to receiving any of the compensation due under this Agreement.
4. Waiver. If Contractor requests Ketchum's assistance in any matter such as truck or trailer repair or maintenance or dislodging any stuck truck or trailer and Ketchum is able and willing to assist Contractor, Contractor hereby agrees to hold Ketchum, its employees and elected officials harmless and waives, releases, acquits, and forever discharges and indemnifies Ketchum, its employees and elected officials from any and all actions, causes of action, claims, demands, damages, costs, loss of service, expenses and compensation, in any manner related to or arising from such assistance. Such assistance shall be purely voluntary and this Paragraph 4 shall not create or imply the creation of any agreement or obligation on the part of Ketchum.
5. Time Of Performance. Contractor shall provide the Services on an "on call" basis as designated by the Head of the Ketchum Street Department and shall complete such services in a professional and timely manner.
6. Term. This Agreement shall be effective as of the date first above written, and be in full force and effect until May 1, 2012, at which time it shall terminate and neither Party hereto shall have any continuing obligations to the other hereunder.
7. Independent Contractor. Ketchum and Contractor hereby agree that Contractor 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. Contractor, its managers, members, directors, officers, shareholders, 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. Contractor shall be solely responsible for the payment of all payroll and withholding taxes for amounts paid to Contractor under this Agreement and for Contractor's payments for work performed in performance of this Agreement by Contractor's managers, members, directors, officers, shareholders, agents and employees; and Contractor 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.
8. Warranty. Contractor warrants that all equipment used to perform this Agreement will function safely, properly, and efficiently and that all services will be performed in a safe, professional and workmanlike manner. Contractor agrees and warrants that all of **Contractor's drivers are duly licensed to and capable of operating the trucks and trailers contemplated in this Agreement safely and efficiently in adverse or extreme**

road and weather conditions and that Contractor and its drivers shall obey all traffic laws, drive safely and professionally, and act in a polite professional manner. Contractor warrants and agrees that under no circumstances while performing the Services shall Contractor or any of its drivers be under the influence of any alcohol or other legal or illegal drugs or substances which may impair their driving skills, reaction time or judgment.

9. Indemnification. Contractor agrees to indemnify and hold Ketchum harmless from and against all claims, suits, damages (including without limitation, damages to persons and property including deaths), 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.
10. Registration. Contractor agrees to maintain all registration, license and insurance as required by the laws and decisions of the State of Idaho for all trucks and trailers used in the performance of this Agreement throughout the term of this Agreement. Contractor shall furnish proof of said registration, license and insurance to Ketchum prior to performing any of the Services or being entitled to any pay there for.
11. Insurance. Contractor shall maintain public liability insurance in the amount of \$500,000.00 and workers compensation insurance from an insurance carrier licensed to do business in the State of Idaho, and furnish proof of said insurance to Ketchum prior to performing any of the Services or being entitled to any pay there for
12. 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, including without limitation, the Department of Transportation's rules and regulations, 49 CFR Part 40 Drug Testing Program and the Omnibus Transportation Employee Testing Act of 1991. 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 Idaho Code Section 9-337 *et seq.* 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.
13. Notice. All notices, requests, demands or other communication required or provided for under this Agreement, other than instructions given by Ketchum pursuant to Paragraph 2 herein above shall be in writing. Notices to the Ketchum and the Contractor shall be addressed as follows:

KETCHUM:

CITY OF KETCHUM
CITY ADMINISTRATOR
POST OFFICE BOX 2315
KETCHUM, IDAHO 83340-2315

CONTRACTOR:

Joe's Backhoe Service, Inc.
P.O. Box 54
Richfield, ID 83349

14. Non-Assignment. Contractor hereby acknowledges that Ketchum has agreed to enter this Agreement based in part on Contractor's unique skills and reputation for professional work. Accordingly, Contractor may not assign 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 Ketchum which may be withheld for any reason.
15. Amendments. This Agreement may only be changed, modified, or amended in writing executed by all parties.
16. 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.
17. 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.
18. No Presumption. No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of the document.
19. Governing Law. This Agreement shall be governed by the laws and decisions of the State of Idaho.
20. 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 matter.
21. Execution and Fax Copies 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.
22. 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 as of this _____ day of _____, 2011.

THE CITY OF KETCHUM,
an Idaho municipal corporation

JOE'S BACKHOE SERVICE, INC.,
an Idaho corporation

By: _____
Randy Hall, Mayor

By: _____
Its: _____

ATTEST:

Sandra E. Cady, CMC,
Ketchum City Clerk/Treasurer

City of Ketchum, Idaho

P.O. Box 2315 Ketchum, ID 83340 (208) 726-3841 Fax: (208) 726-8234



November 1, 2011

Mayor Hall and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Hall and City Councilors:

Recommendation of Approval of a Modified Contract for Services With the Sun Valley Marketing Board

Introduction/History

The Sun Valley Marketing Board was formed in June, 2010. The City has committed \$450,000 from the 2011/2012 Local Option Tax (LOT) fund towards this organization for marketing efforts. A contract for services was approved by the Council at their October 3rd meeting. At that meeting, the Marketing Alliance voiced a request to have the City increase the contract in the amount of \$6,000 to offset ½ of the rent that the Marketing Alliance is negotiating with the Ketchum Urban Renewal Agency regarding rent for the Visitors Center. The other half will be requested of the City of Sun Valley.

Current Report

The Contract for Services has been modified to include the requested \$6,000 contribution towards the Visitors Center rent.

Financial Requirement/Impact

The City Administrator will advise as to what fund should be used to accommodate the \$6,000 rent request.

Recommendation

I respectfully recommend the City Council approve the attached contract for services with the Sun Valley Marketing Alliance.

Recommended Motion:

I move to approve the contract for services with Sun Valley Marketing Alliance.

Sincerely,

Lisa Horowitz
Community and Economic Development Director

CONSULTING AGREEMENT

THIS AGREEMENT, made and entered into this 3rd day of October, 2011, by and between the CITY OF KETCHUM, IDAHO, (hereinafter referred to as "the City") and the SUN VALLEY MARKETING ALLIANCE, an Idaho nonprofit corporation with an IRS 501 (c)(6) designation, (hereinafter referred to as "SVMA").

FINDINGS

1. Ketchum is a municipal corporation duly organized and existing under the laws of the State of Idaho § 50-101 et seq.
2. SVMA is an Idaho non-profit corporation with an IRS 501(c)(6) designation engaged in the business of domestically and internationally marketing the Sun Valley, Idaho resort area (including Ketchum) as a destination resort.
3. Ketchum is a destination resort city as defined by Idaho Code § 50-1044 as it derives a major portion of its economic well-being 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 into 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. City Municipal Code Chapter 3.12 provides for the imposition of a non-property tax on the sales price of certain goods sold or otherwise transferred in Ketchum. Pursuant to the language of the Chapter, which was approved by the voters of Ketchum, the municipal sales tax revenue derived shall be used for, among other things, public transit, information, education and economic development activity.
6. The primary reason for the City to enter this contract is to increase visitors in order to increase Local Option Tax revenues, to wit: those generated by retail sales, ski tickets, lodging, and liquor by the drink in the City of Ketchum.
7. SVMA is to establish, implement, maintain, fund and operate a comprehensive marketing program for the Sun Valley resort area.

8. The Organizational Goals of SVMA are consistent with the purposes and findings of Municipal Code Chapter 3.12.

9. It is the intention of Ketchum to contract with SVMA to provide such services for consideration as hereinafter provided.

10. Ketchum has committed \$450,000 towards this contract for services in their 2011/2012 budget, and a \$6,000 in-kind rent payment as outlined in Section 4, herein.

11. SVMA desires to enter into an agreement with Ketchum to provide marketing services all as hereinafter provided.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, it is agreed by and between the City and the SVMA as follows:

1. Services To Be Rendered.

1. SVMA agrees to provide Sun Valley resort area marketing services to the City as follows and as further set forth on Exhibit A, which is incorporated herein by reference. For the purposes of this Agreement, the "Sun Valley resort area" means the cities of Sun Valley and Ketchum, Idaho. The marketing services are:
 - a. Sun Valley resort area Marketing Operations;
 - b. Sun Valley resort area Visitor Services;
 - c. Sun Valley resort area Events (to be confirmed in the Comprehensive Strategic Plan);
 - d. Sun Valley resort area Customer Satisfaction Services.
2. SVMA 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 for in this Agreement.
3. Term. The term of this Agreement shall commence upon the day of its execution and shall terminate on the 30th day of September, 2012.
4. Consideration. In consideration for providing the services herein described the City agrees to pay to SVMA the total sum of FOUR HUNDRED AND FIFTY THOUSAND DOLLARS (\$450,000) payable in four equal quarterly

installments. SVMA will provide the City at the end of each quarter during which SVMA performs services hereunder with an invoice setting forth the amount of the installment due for such month; the City shall pay SVMA the amount set forth in such invoice no later than thirty (30) days after the date of such invoice.

In kind rent at a rate of \$1.00 per square foot for 1,000 square feet shall also be paid by the City to house the Visitors Center at 491 Sun Valley Road. Said rent shall be paid to the landlord, Ketchum Urban Renewal Agency (KURA), subject to the terms of the lease between SVMA and KURA.

- a. In consideration and as part of this Agreement SVMA agrees to:
 - i. Provide a quarterly report to the City including but not limited to:
 1. Metrics to be presented at the January 2012 Update;
 2. Budget;
 3. Revenues (income);
 4. Expenditures for:
 - a. Sun Valley resort area Marketing Operations;
 - b. Visitor Services;
 - c. Event Production;
 - d. Customer Satisfaction Services;
 - ii. Maintain complete records of all written, electronic and oral inquiries received by it from tourists and the general public regarding air and ground transportation access, tourism opportunities and tourist facilities in the Sun Valley resort area in such form as will be presented in the CSP. The parties acknowledge that such data has been incompletely captured in the recent past during 2010;
 - iii. Exercise due diligence to obtain from local businesses and other entities all printed promotional and informational material that may be reasonably available and cause that information to be distributed at the tourist and information center;
 - iv. The SVMA will

1. present financial summaries to the City monthly;
 2. present quarterly financial reports (YTD budget and current balance sheet) at the joint council meetings held each quarter; and
 3. furnish to the City at SVMA's expense externally prepared financial reviews (actual P&L and yearend balance sheet) on an annual basis.
 4. Make available to the City all SVMA financial information at any time for any reason.; and
- v. Furnish SVMA's bylaws to the City and immediately advise the City in writing of any changes to the bylaws or changes to the organizational structure as set forth in Exhibit A.
- b. Quarterly reports will be based on the government fiscal year of October 1st to September 30th. The quarterly reporting schedule will be as follows during Sun Valley and Ketchum City Council meetings as follows. The City of Ketchum reserves the right to revise this schedule with written notice to SVMA and the City of Sun Valley including requesting additional or interim reports:
- i. Quarterly report for the first quarter: January 19, 2012 (before Sun Valley City Council);
 - ii. Quarterly report for second quarter: April 16, 2012 (before Ketchum City Council);
 - iii. Quarterly report for third quarter: July 19, 2012 (before Sun Valley City Council);
 - iv. Quarterly report for fourth quarter: October 15, 2012; before Ketchum City Council)
5. Termination. The City may, at its sole discretion, terminate this Agreement immediately upon written notice to SVMA with or without cause. In the event of such termination, The City shall have no further responsibility to make any payment to SVMA under this Agreement. 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 SVMA shall survive any termination of the contract.

6. Equal Employment Opportunity. SVMA covenants that it shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.
7. Independent Contractor Status. The parties acknowledge and agree that SVMA shall provide its services for the fee specified herein in the status of independent contractor, and not as an employee of the City. SVMA shall create, direct, and control its own means and methods of performing this Agreement. SVMA 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 SVMA in a competent, efficient and satisfactory manner.
8. Hold Harmless Agreement. Any contractual obligation entered into or assumed by SVMA, or any liability incurred by reason of personal injury and/or property damage in connection with or arising out of SVMA's obligations pursuant to this Agreement shall be the sole responsibility of SVMA, and SVMA covenants and agrees to indemnify and hold the City harmless from any and all claims or causes of action arising out of SVMA'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 SVMA, in whole or in part, without the prior written consent of the City.
10. Mediation/Arbitration. In the event of any controversy, claim or dispute between the parties concerning this Agreement or the breach of this Agreement, including questions concerning the scope and applicability of this dispute resolution provision, the parties agree to participate in good faith in a mediation of said dispute in Blaine County, Idaho. If mediation is unsuccessful then the dispute shall be finally settled by binding arbitration in Blaine County Idaho, pursuant to the rules then applying of the American Arbitration Association and the laws of the State of Idaho. The decision or award in writing of the arbitrator shall be binding and conclusive on the parties to this Agreement. The arbitrator shall have no power to award punitive or exemplary damages.
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. Consultant: SVMA

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

CITY OF KETCHUM, IDAHO

SVMA.

By: _____
Randy Hall
Mayor

By: _____

DATE: _____

DATE: _____