

**CITY COUNCIL CALENDAR OF THE CITY OF KETCHUM, IDAHO**

**Monday, January 7, 2013, beginning at 5:30 p.m.**

**480 East Avenue, North, Ketchum, Idaho**

Approximate starting time for each agenda item is indicated at left.



- 5:30 1. CALL TO ORDER
- 5:30 2. COMMUNICATIONS FROM MAYOR AND COUNCILORS.
3. COMMUNICATIONS FROM THE PUBLIC.
- 5:45 a) Communications from the public.
- 6:00 b) ARCH Open Door Funding Request. Tab 1
4. COMMUNICATIONS FROM CITY STAFF.
- 6:15 a) Reggae in the Mountains Sponsorship Request - Jennifer L. Smith Director of Parks & Recreation. Tab 2
- 6:35 5. COMMUNICATIONS FROM THE PRESS.
6. AGREEMENTS AND CONTRACTS.
- 6:40 a) FY2012-13 City of Sun Valley Recreation and Public Parks Access Contract for Services - Jennifer L. Smith, Director of Parks & Recreation. Tab 3
- 6:50 b) FY2012-13 Consolidated Emergency Communications Services Agreement - Mike Elle, Fire Chief. Tab 4
- 6:55 c) FY2012-13 Emergency Medical Services Agreement - Mike Elle, Fire Chief. Tab 5
- 7:00 d) Comprehensive Plan Contract for Services - Joyce Allgaier, Planning Manager. Tab 6
- 7:15 e) FY2012-13 Sustain Blaine Contract for Services - Lisa Horowitz, Community and Economic Development Director. Tab 7
- 7:20 f) FY2012-13 Wagon Days Contract for Services - Lisa Horowitz, Community and Economic Development Director. Tab 8
7. ORDINANCES AND RESOLUTIONS.
- 7:25 a) Ordinance 1102: An ordinance of the City of Ketchum, Idaho, enacting a new section to the Ketchum Municipal Code Title 9.24, to prohibit discriminatory acts in housing, employment and public accommodations based upon sexual orientation and gender identity/expression, establishing a purpose and policy declaration; establishing definitions, enumerating prohibited discriminatory acts; providing exceptions; establishing a Human Rights Board; providing due process including mediation, investigation, and hearing; providing a penalty provision; clarifying that this ordinance does not create a private right of action; providing a savings and severability clause, approving a summary of the ordinance; and providing an effective date. (Second Reading) - Stephanie Bonney, City Attorney. Tab 9
- 7:35 b) Resolution 13-001: Amending the Cafeteria Plan Documents - Sandy Cady, City Treasurer/Clerk. Tab 10
- 7:40 8. CONSENT CALENDAR. Tab 11
- a) Approval of minutes from the December 3, 2012 and December 12, 2012 Council meetings.

b) Recommendation to approve current bills and payroll summary.

9. EXECUTIVE SESSION to discuss personnel, litigation and land acquisition pursuant to Idaho Code §§67-2345 1(a) (b), (c) and (f).

10. ADJOURNMENT.

Any person needing special accommodations to participate in the above noticed meeting should contact the City of Ketchum three days prior to the meeting at (208) 726-3841.

This agenda is subject to revisions and additions. NOTE: Revised portions of the agenda are underlined in **bold**. Public information on agenda items is available in the Clerk's Office located at 480 East Ave. N in Ketchum or (208) 726-3841.

Check out our website: [www.ketchumidaho.org](http://www.ketchumidaho.org).

# City of Ketchum, Idaho

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



January 3, 2013

Mayor Hall and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Hall and City Councilors:

## January 7, 2013 City Council Agenda Report

The regular Council meeting will begin at **5:30 p.m.**

3. COMMUNICATIONS FROM THE PUBLIC.
  - b) ARCH Open Door Funding Request.

ARCH is requesting to use \$100,000 from the Open Door Funds to acquire and renovate the Evergreen Apartments located at 141 Bird Drive in Ketchum. ARCH is also seeking waiver of fees and a letter of support from the City for use in a tax credit application process. A detailed staff report from Lisa Horowitz has been provided in the Council packet.

**RECOMMENDATION:** Staff has no recommendation at this time, and seeks direction from the City Council on these matters.

**RECOMMENDED MOTION:** None at this time.

This is a legislative matter.

4. COMMUNICATIONS FROM CITY STAFF.
  - a) Reggae in the Mountains Sponsorship Request - Jennifer L. Smith Director of Parks & Recreation.

Danny Walton, event organizer, is seeking City sponsorship of the 2013 Reggae in the Mountains event inclusive of a special events fee waiver (i.e. \$300 value), City liability insurance coverage and financial sponsorship of \$5,000 (i.e. \$3,500 from the General Fund/\$1,500 from the Community Special Events line item in the Parks and Recreation Fund.) A detailed staff report from Jen Smith has been provided in the packet for Council review.

**RECOMMENDATION:** The Ketchum Events Commission recommends the City sponsor the Reggae in the Mountains event as per the sponsorship request.

**RECOMMENDED MOTION: *"I move to sponsor "Reggae in the Mountains," according to the recommendation of the Ketchum Events Commission."***

This is a legislative matter.

6. AGREEMENTS AND CONTRACTS.

- a) FY2012-13 City of Sun Valley Recreation and Public Parks Access Contract for Services - Jennifer L. Smith, Director of Parks & Recreation.

The Parks and Recreation Department is recommending approval of the FY2012-13 City of Sun Valley Recreation and Public Parks Access Contract for Services in the amount of \$20,000. A staff report from Jen Smith has been provided in the packet for Council review.

RECOMMENDATION: Staff respectfully recommends the City Council approve the FY2012-13 City of Sun Valley Recreation and Public Parks Access Contract for Services in the amount of \$20,000.

**RECOMMENDED MOTION: *"I move to approve the FY2012-13 City of Sun Valley Recreation and Public Parks Access Contract for Services in the amount of \$20,000."***

This is a legislative matter.

- b) FY2012-13 Consolidated Emergency Communications Services Agreement - Mike Elle, Fire Chief.

The FY2012-13 Consolidated Emergency Communications Services Agreement has been included in the packet for Council review and approval. The agreement is in the amount of \$159,417, which is \$7,564 less than the FY2012 amount. A staff report from Chief Elle has been provided in the packet for Council review.

RECOMMENDATION: Staff respectfully recommends the City Council approve the FY2012-13 Consolidated Emergency Communications Services Agreement in the amount of \$159,417.

**RECOMMENDED MOTION: *"I move to approve the FY2012-13 Consolidated Emergency Communications Services Agreement in the amount of \$159,417."***

This is a legislative matter.

- c) FY2012-13 Emergency Medical Services Agreement - Mike Elle, Fire Chief.

The FY2012-13 Emergency Medical Services Agreement has been included in the packet for Council review and approval. The amount due to the City

from the Blaine County Ambulance District for this agreement is \$946,709, which represents a three (3) percent increase over the prior year. A staff report from Chief Elle has been provided in the packet for Council review.

RECOMMENDATION: Staff respectfully recommends the City Council approve the FY2012-13 Emergency Medical Services Agreement in the amount of \$946,709.

**RECOMMENDED MOTION: *"I move to approve the FY2012-13 Emergency Medical Services Agreement in the amount of \$946,709."***

This is a legislative matter.

- d) Comprehensive Plan Contract for Services - Joyce Allgaier, Planning Manager.

The Planning Division is seeking Council approval for a four (4) month extension to the existing contract for services with Clarion Associates regarding the Ketchum Comprehensive Plan Project in an amount not to exceed \$45,000. A staff report from Joyce Allgaier has been provided in the packet for Council review.

RECOMMENDATION: Staff respectfully recommends the City Council approve the Comprehensive Plan Services Contract with Clarion Associates for an amount not to exceed \$45,000 for FY2012-13.

**RECOMMENDED MOTION: *"I move to approve the Comprehensive Plan Services Contract with Clarion Associates for an amount not to exceed \$45,000 for FY2012-13."***

This is a legislative matter.

- e) FY2012-13 Sustain Blaine Contract for Services - Lisa Horowitz, Community and Economic Development Director.

The Community and Economic Development Department is seeking Council approval of the FY2012-13 Sustain Blaine Contract for Services in the amount of \$10,000. A staff report from Lisa Horowitz has been provided in the packet for Council review.

RECOMMENDATION: Staff respectfully recommends the City Council approve the FY2012-13 Sustain Blaine Contract for Services in the amount of \$10,000.

**RECOMMENDED MOTION: *"I move to approve the FY2012-13 Sustain Blaine Contract for Services in the amount of \$10,000."***

This is a legislative matter.

- f) FY2012-13 Wagon Days Contract for Services - Lisa Horowitz, Community and Economic Development Director.

The Community and Economic Development Department is seeking Council approval of the FY2012-13 Wagon Days Contract for Services in an amount not to exceed \$25,000. A staff report from Lisa Horowitz has been provided in the packet for Council review.

RECOMMENDATION: Staff respectfully recommends the City Council approve the FY2012-13 Wagon Days Contract for Services in an amount not to exceed \$25,000.

**RECOMMENDED MOTION: *"I move to approve the FY2012-13 Wagon Days Contract for Services in an amount not to exceed \$25,000."***

This is a legislative matter.

7. ORDINANCES AND RESOLUTIONS.

- a) Ordinance 1102: An ordinance of the City of Ketchum, Idaho, enacting a new section to the Ketchum Municipal Code Title 9.24, to prohibit discriminatory acts in housing, employment and public accommodations based upon sexual orientation and gender identity/expression, establishing a purpose and policy declaration; establishing definitions, enumerating prohibited discriminatory acts; providing exceptions; establishing a Human Rights Board; providing due process including mediation, investigation, and hearing; providing a penalty provision; clarifying that this ordinance does not create a private right of action; providing a savings and severability clause, approving a summary of the ordinance; and providing an effective date - Stephanie Bonney, City Attorney.

Ordinance 1102 proposes to prohibit discriminatory acts in housing, employment and public accommodations based on sexual orientation and gender identity/expression. The first reading of Ordinance 1102 was approved by the City Council at the December 3, 2012 Council meeting. This agenda item is provided to facilitate the second reading of the ordinance. A staff report from City Attorney Paul Fitzer has been included in the packet along with a copy of Ordinance 1102.

RECOMMENDATION: Staff respectfully recommends the City Council approve the second reading of Ordinance 1102.

**RECOMMENDED MOTION: *"Pursuant to Idaho Code 50-902, I move for the second reading of Ordinance 1102, amending Title 9, Ketchum Municipal Code by addition of a new chapter, 9.24 entitled Discrimination Prohibited, and scheduling of a third reading for January 22, 2013."***

This is a legislative matter.

- b) Resolution 13-001: Amending the Cafeteria Plan Documents - Sandy Cady, City Treasurer/Clerk.

Resolution 13-001 provides amendments to the City's Cafeteria Plan Documents pursuant to changes in federal laws. A staff report from Sandy Cady has been included in the packet for Council review.

RECOMMENDATION: Staff respectfully recommends the City Council approve Resolution 13-001, amending the Cafeteria Plan Documents.

**RECOMMENDED MOTION: "I move to approve Resolution 13-001, amending the Cafeteria Plan Documents."**

This is a legislative matter.

8. CONSENT AGENDA.

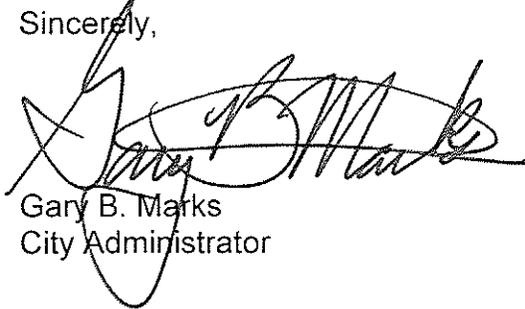
- a) Approval of minutes from the December 3, 2012 and December 12, 2012 Council meetings.

Copies of the minutes from the December 3, 2012 and December 12, 2012 Council meetings have been provided in the packet of Council review.

- b) Recommendation to approve current bills and payroll summary.

A list of bills for approval and the payroll summary have been included in the packet for Council review.

Sincerely,



Gary B. Marks  
City Administrator

# City of Ketchum, Idaho

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



December 31, 2012

Mayor Hall and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Hall and City Councilors:

## ARCH Open Door Program Change Request

- Attachment 1: Open Door Scattered Site Housing Resolution 09-021
- Attachment 2: Letter from ARCH regarding Evergreen Apartments Tax Credit HOME proposal
- Attachment 3: Minutes from the August 13, 2012 City Council Meeting

### Introduction/History

The City has partnered with ARCH, a nonprofit housing trust, to create additional community housing in Ketchum. One of the programs created by ARCH is the "Open Door" Program, a program designed to purchase distressed housing units, contract for renovations, deed-restrict the units and sell them to qualified buyers working in Ketchum or the north valley. ARCH approached the City about this program in 2009. Attachment 1, Resolution 09-021 attached to this report summarizes early workshops and the pilot program. The City allocated \$125,000 in March of 2009 towards the effort. In May of 2010, ARCH requested an additional \$70,000 due to the costs of the specific unit under consideration on Sabala Street in West Ketchum. The Council in their deliberations indicated a desire to have the funds continued to be used for projects of this type. The unit at 209 Sabala has been renovated and sold to a qualified buyer. These funds are currently being used towards the purchase of a Parkside Unit. There will be revolving funds from this transaction similar to the Sabala project.

### Current Report

Michelle Griffith, Executive Director of ARCH, is seeking permission to pursue another project with a portion of the \$130,000 recently committed by the City. ARCH is partnering with a for-profit housing developer, New Beginnings Housing, to apply for Low Income Tax Credits and HOME funds to acquire and renovate the Evergreen Apartments located at 141 Bird Drive in Ketchum. If the tax credits are awarded the team proposes to renovate the existing 11 apartments, and add 7 or 8 additional units. ARCH is making the following requests:

- 1) To use \$100,000 of "Open Door" funds towards the purchase of the land, and as a "match" for the HOME funding (addressed in this report), and;
- 2) A waiver of fees in accordance with 15.12.030.C of the Ketchum Municipal Code. This section of the City's code allows the Council to exempt community housing projects from development impact fees, and;
- 3) A letter of support from the City for the tax credit application process.

The Council considered this request at their August 13, 2012 meeting (minutes attached). The Council discussed giving their support for this application in February, so as not to compete with Washington Place in the September application round, and to allow the Evergreen project additional time for community meetings. Several meetings have taken place, including a Pre-application Design Review meeting before the Ketchum P & Z.

#### Policy Discussion "Open Door" funds

The City approved the Open Door Program (Resolution 09-021) as a program for home ownership. The request would shift these funds towards a rental project. The City does not have any other dedicated funds allocated towards home ownership programs. The majority of the ownership units in Ketchum have been dedicated through the development process. The only exception is the units developed in the Open Door Program. The Council should discuss the merits of allocating \$100,000 of the \$190,000 allocated to date towards the Open Door Program for rental housing versus purchase housing.

At this time, there is not a secure revenue stream for the City's Housing In Lieu Fund. The construction of one of the new hotels would create a revenue stream for home ownership through the Voluntary Real Estate Transfer Fee established in the various development agreements. These revenues are realistically 4 or more years in the future, once a hotel is operational and selling the residential portions of the project.

#### Policy Discussion/Letter of Support

As a general rule, the City of Ketchum has supported all affordable housing projects, and has generously provided letters of support whenever requested. For tax credit applications, letters of support are encouraged in the application guidelines. The City found itself in a unique circumstance in August, with the ARCH project proposed to compete in the same September 2012 tax credit application round as Washington Place. Washington Place is the tax credit project proposed at 211 First Street, on land purchased by the Ketchum Urban Renewal Agency in 2006 for community housing purposes. Washington Place competed in the September, 2011 tax credit application process, but the project was not successful in that round. Changes have been made to the application based on feedback from Idaho Housing Finance Association, and the project was resubmitted in the September 2012 application round. The September 2012 application was initially denied for funding by IHFA, but an appeal process is

underway, with a decision expected in early January. If the appeal is granted, then the City will be in a position of having two projects in Ketchum directly competing for limited tax credit funds.

The Council may wish to consider criteria to help make a decision regarding support of one project over another in the event of two projects in Ketchum competing for letters of support for tax credit funds. Gates Dunaway, the City's former Housing director and a Tax Credit consultant, has found that some cities support all projects that come forward in a timely manner, and other cities develop criteria or other policy guidelines in the event of multiple applications in the same cycle. Staff is in the process of developing a list of criteria, which will be brought to the meeting for consideration.

Financial Requirement/Impact

The Housing In-Lieu Fund currently contains \$77,268.65, which does not include the \$130,000 allocated towards the Open Door Program. Of the \$77,342 estimated for the fund in the 2012/13 budget, \$70,000 is committed to the Blaine County Housing Authority, leaving a balance of \$7,342 at the end of this fiscal year.

Recommendation

There is no staff recommendation at this time; Council should discuss the various issues at hand.

Sincerely,



Lisa Horowitz  
Community and Economic Development Director

RESOLUTION NUMBER 09-021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO AUTHORIZING THE EXPENDITURE OF UP TO \$125,000 FROM THE HOUSING IN LIEU FUND FOR A PILOT HOUSING PROJECT IN COLLABORATION WITH THE KETCHUM COMMUNITY DEVELOPMENT CORPORATION AND ARCH FOR THE PURCHASE OF EXISTING HOUSING UNITS KNOWN AS THE OPEN DOOR PROGRAM.

WHEREAS, the Council is committed to thoughtful, systematic expenditures from the housing in-lieu fund that will further the City's housing goals and programs; and

WHEREAS, ARCH, a local non-profit housing land trust has proposed a public-private partnership whereby the City, ARCH and the Ketchum Community Development Corporation (KCDC) partner to buy down existing housing units and deed-restrict these units through the Open Door Program, as outlined in Attachment A; and

WHEREAS, a workshop was conducted on February 27, 2009, whereby the Council and the public discussed the proposal; and

WHEREAS, ARCH has indicated that a pilot project could be accomplished with an expenditure of no more than \$125,000; and

WHEREAS, the City Council has determined that this period in the housing economy is a good time to invest in existing housing units; and

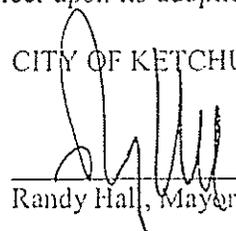
WHEREAS, the City Council has indicated that a pilot project is a good way to test the program, so that issues such as fiscal oversight and decision-making on individual units can be vetted; and

WHEREAS, the Council gave additional feedback regarding the pilot program as evidenced in the minutes of the February 27, 2009 workshop on this topic.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the City Council of the City of Ketchum, Idaho that the City Council hereby authorizes the expenditure of up to \$125,000 from the Housing In-Lieu Fund upon a written proposal from ARCH and the KCDC as to the details of the decision-making process and next steps for the Open Door Program.

This Resolution will be in full force and effect upon its adoption this 16<sup>th</sup> day of March, 2009.

CITY OF KETCHUM, IDAHO

  
Randy Hall, Mayor

ATTEST:

  
Sandra E. Cady, CMC  
City Treasurer/Clerk

ATTACHMENT 2



www.archbc.org

PO Box 1292, Ketchum ID 83340

(208) 726-4411

Ketchum City Council

Thursday, December 13, 2012

c/o Lisa Horowitz

Director of Community Development

Dear Mayor and Council,

I am writing to you seeking City support for the proposed re-development of the Evergreen Apartments for permanently deed restricted affordable housing. We are currently working with City Planning and Zoning to ensure that our proposal meets City code. We have completed a first preliminary hearing and anticipate a second preliminary hearing shortly after the first of the year.

At this time, we anticipate putting forward an application to Idaho Housing Finance Association (IHFA) for funding from the Low Income Housing Tax Credit (LIHTC) and HOME programs. Approval by P&Z is not a requirement for application, although of course it is a condition of construction and we will continue to work with City Planning and Zoning.

We are requesting support from the City in three ways which are a condition of the application process and without which funding is unlikely. This support is requested both for the favorable scoring of our application and for financial support in the face of declining tax credit prices in the current economic climate.

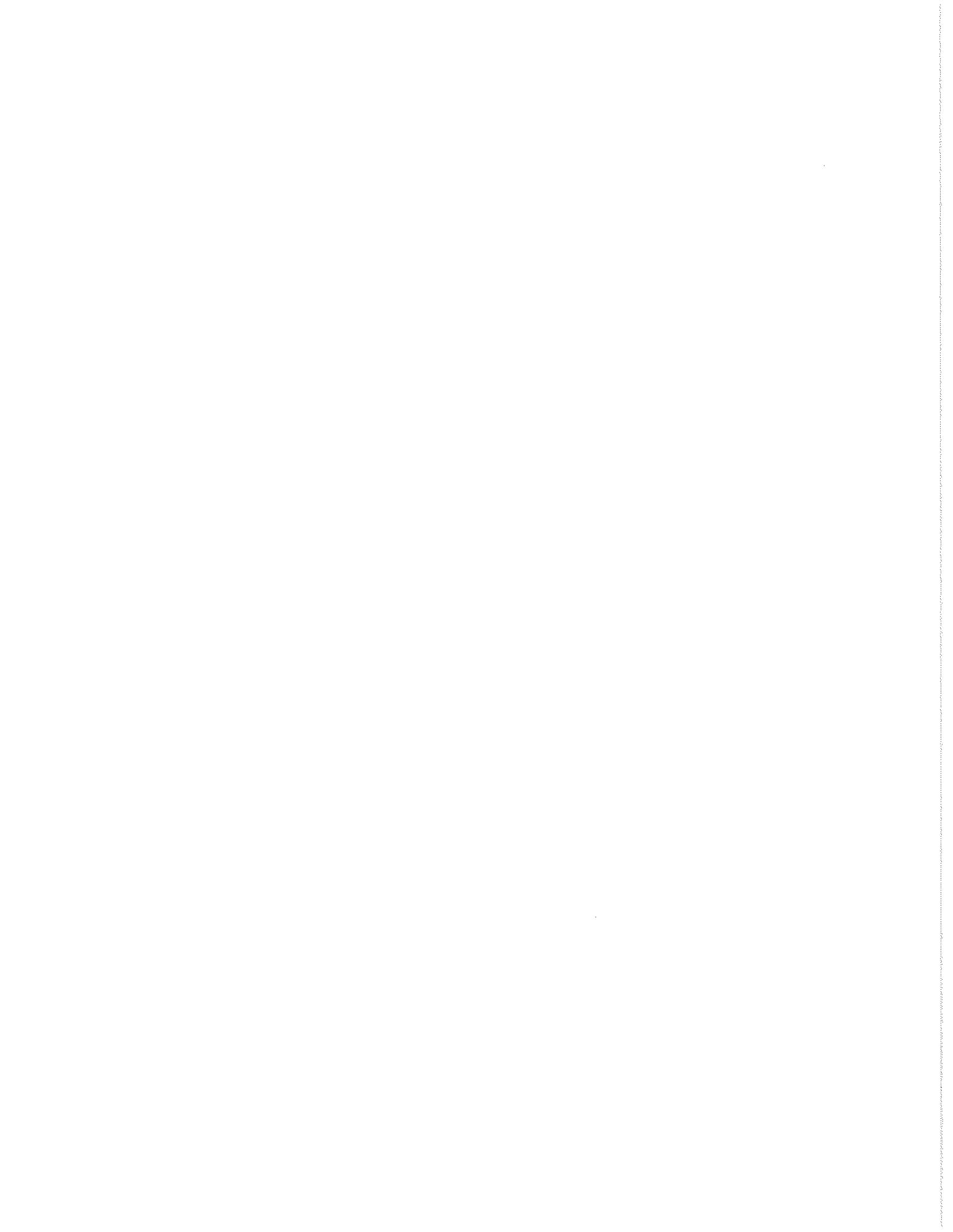
- 1) A letter of support outlining Ketchum's continuing commitment to and need for affordable housing.
- 2) Authorization to use \$100,000 of the Open Door funds already committed to ARCH for this development.
- 3) A waiver of fees in accordance with City code 15.12.030 section C.

We are working closely with BCHA who are fully supportive of this proposal and who continue to demonstrate much needed demand for affordable rental housing in Ketchum.

Sincerely,

Michelle Griffith

Executive Director





SPECIAL KETCHUM CITY COUNCIL MEETING  
Monday, August 13, 2012, 4:00 pm  
City Hall, Ketchum, Idaho

Present: Mayor Randy Hall  
Councilor Michael David  
Councilor Baird Gourlay  
Councilor Nina Jonas  
Councilor Jim Slanetz

Also Present: Gary Marks, City Administrator  
Lisa Horowitz, Community and Economic Development Director  
Lisa Enourato, Assistant to City Administrator

Mayor Randy Hall opened the meeting at 4:10 pm.

1. Discussion with ARCH regarding using a portion of the Open Door Housing Funds that the City has allocated for a tax credit housing application that ARCH is considering on a property in West Ketchum.

There is no attorney present at this meeting. Mayor Hall disclosed that he had two conversations with Michelle Griffith and one with Greg Dunfield and Jon Duval. Councilor Gourlay had a discussion with Michelle Griffith and Jon Duval. Councilor Jonas had a discussion with Michelle Griffith. Councilor Slanetz had a discussion with Michelle Griffith and Jon Duval. Councilor David had a discussion with Michelle Griffith, Jon Duval and Greg Dunfield.

Lisa Horowitz introduced ARCH as making three requests of the City and outlined their background:

- Use \$100,000 of the Open Door Funds Program towards the purchase of land and as a match for home funding for property in West Ketchum
- Lease a portion of the bike path for \$1 a year for open space next to this project (this is not being addressed today)
- Letter of support from the City in the tax credit application process

Ms. Horowitz offered the following background. ARCH has created this program and brought it to the City. It is mainly a purchase program but ARCH is requesting to use a portion towards a tax credit housing project. The City generally supports all housing requests equally, however the City is already supporting the Washington Place project. The URA has a 99 year lease in place for the Washington Place property. The City has invested almost \$1.5 million in housing in lieu funds toward the Washington Place project for down payment and other funds for the purchase of the property. There has been much public participation over the last few years and the playing field is not 100% equal in the City's unbiased support of all housing projects. Two motions have been prepared by staff: 1) allow the use of the funds and authorize a letter of support; and 2) stagger the request of ARCH and suggest that they go into the next tax credit round. Staff suggests that it makes sense to stagger the applications.

Michelle Griffith, ARCH, described the project and assured the public that they will hold neighborhood meetings. The Evergreen project is 11 existing units that will be completely renovated with an exterior update and addition of 8 new units. ARCH determined the best way to develop affordable housing now was to pursue acquisition renovation in order to help absorb market surplus, minimize impact on other landowners and have immediate impact on nearby property values. A neighborhood meeting is scheduled to inform neighbors of the process, including relocation due to the renovation or permanent relocation. Ms. Griffith emphasized that ARCH will listen to the neighbors. This project implementation began in 2010, looking for property, application and receipt of \$38,000 grant money for pre-development. There is currently a purchase and sale agreement that expires after this round of funding and there is concern over losing the property. Ms. Griffith repeated the requests of ARCH.

Councilor David inquired about the expiration of the land deal, however ARCH will not know about the tax credits in time. Ms. Griffith explained their arrangements of the property purchase through earnest money. ARCH is applying through Home Funds to purchase the property and the tax credit funds are for the renovations and new construction. IHFA allocates tax credit funding and also the home money that starts with HUD. Ms. Griffith also explained that ARCH is not adding homes and is working with existing homes. The two sets of funding together are just under \$5.5 million.

Mayor Hall stated that the City would normally be excited over having two tax credit projects in the community. However, there is the possibility of one application being stronger than the other application and that this additional request could end up being at the expense of another project.

Mayor Hall opened public comment.

Following are comments by the public, BCHA and the Washington Place representatives:

- The housing in lieu funds have not been successful in the past with large projects
- ARCH is successful in utilizing small amounts of the funds to make things happen
- The City should not consider a request of the URA
- The ARCH project is the right size and in the right neighborhood
- This is a great opportunity to have two projects of this kind in the City
- The Housing Authority states the city should stand wholeheartedly behind each housing project
- Other Idaho cities have been awarded more than two projects and Idaho Housing can split the funds amongst two projects, therefore, both projects should go through this tax credit application period
- Inaccuracies were noted in the staff report
- The people in that neighborhood would like to remain there and if the property is sold to a developer, a project could be built that would be too expensive for them to live in
- Affordable housing is a good idea and there should be the same transparency and integrity with the ARCH project as with Washington Place
- Collaboration and communication are important but it was just discovered days ago about this project
- The City should determine the best way to make both projects happen and offer strong letters of support
- Northwood Place is another project that has worked for the City, the URA and the community
- More projects gives more of a chance to get funding
- Owners in the neighborhood just learned about this project via emails
- No one knows about the developers, what the long term effects will be on the community and how will this affect the investment of the neighbors

- The likelihood is that the Evergreen project will score better than the Washington Place project
- The chance of IHFA funding two projects in a very small town will not happen as they want to spread the funds around the state
- Evergreen is only looking for half of what Washington Place would get
- The City should become much more strategic and take control over its projects
- Washington Place has been the focus for over two years, Ketchum has over \$2.3 million in funding on the site since 2006
- Washington Place has less of a chance for funding than Evergreen
- ARCH did a successful remodel on Sabala and the neighbors have been in support of it
- ARCH never contemplated that they wouldn't have the support of the City on an affordable housing project
- The Evergreen project involves a real estate transaction which is why it hasn't been made public until recently
- There was a note scotch taped to the neighbors' doors which is how they learned of the project
- The neighbors haven't had an opportunity to analyze the project before offering their input
- Additional 11 units
- Parking
- Washington Place will not generate rental income as would Evergreen
- The City should not determine which project will score better than the other
- If the City does not offer support for Evergreen, questions will be asked by IHFA
- Has there been substantial thought over which project would be best for the City
- There hasn't been enough discussion over the projects
- Public right of way easement
- Unfair to homeowners to make this decision quickly
- Density increase
- Insufficient room for open space due to increased size of project
- Why threaten the success of a project that we all support for a speculative project
- More study is required
- If Evergreen received the allocation and there was extensive community backlash, the allocation cannot be removed
- The process is going too fast
- Lack of transparency

Ms. Griffith addressed the homeowners by stating that the property is on the open market and it had to get to a certain point before letting everyone know. ARCH was not responsible for the notes on the neighbors' doors. She asked what would happen in February if Washington Place wasn't funded in this round and if ARCH would be asked to wait again. She believes there is enough time to get through the process and inform the neighborhood prior to the application submittal.

Mayor Hall agreed that this project was rushed and there hasn't been enough process and there is enough time to do this because there is another application period. The right of way and density issue will be a catalyst for this type of meeting. His recommendation was to not vote now and work on the process so that it earns approval from Council.

Ms. Griffith described the River Street project where they called two community meetings two weeks prior to it going to Council. The Sabala project came to Council for Open Door Funds prior to the community process.

Councilor David stated he is a big supporter of affordable housing however his main issue is transparency in the public process. He believes we need to slow down and not get the City involved in a legal battle. He supports the project and believes the City should support the project with a letter. He noted his concerns over the ownership opportunities, rental, right of way issue and other requests for nonconforming zoning. The City has limited opportunities for ownership possibilities which is what the Open Door Funds are for. Despite this being a good project and a benefit to the community, there must be public support.

Councilor Gourlay agreed with Councilor David and the audience as he recently learned about the project also. He will not vote today and has concerns over the density and the right of way. He does not have a concern over the allocation of \$100,000 for a project such as this.

Councilor Jonas believes the conversation is about timing and that if they don't act today, the opportunity will be lost. She believes in housing and also that the public process has been scorned and that's how it works when it's a non-profit. The return on this investment for the community is large. She believes there will be a great return on investment. It is appropriate for Council to support this and would like to move forward to support it now and she would like to vote today, support community housing and make a statement to support ARCH and rental housing with the \$100,000.

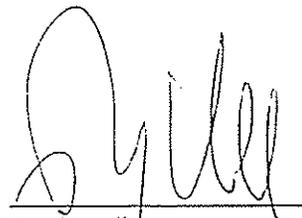
Councilor Slanetz believes the public process has not happened properly. He would like to keep the project rolling for February and doesn't believe the process could happen in time to act for the September application.

Mayor Hall suggested working with ARCH to figure out a way to tie the property up for the next round.

Councilor Jonas moved to authorize the use of \$100,000 of Open Door Funds towards the Evergreen Apartment tax credit application in the September 2012 application cycle and authorize the Mayor to develop a letter of support consistent with this motion. There was no second, the motion fails.

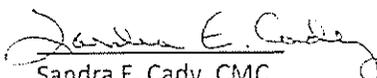
Councilor Jonas moved to adjourn the meeting, seconded by Councilor Gourlay, unanimously approved.

The meeting adjourned at 5:50 pm.



Randy Hall  
Mayor

ATTEST:



Sandra E. Cady, CMC  
City Clerk

# City of Ketchum, Idaho

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



December 19, 2012

Mayor Hall and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Hall and City Councilors:

## **Ketchum Events Commission Recommendation for City sponsorship of Reggae in the Mountains ~ A Mountain Niceness production**

### Introduction/History

The Ketchum Events Commission (KEC) was formed in January 2012. The mission of the KEC is to facilitate organization and communication of the development and delivery of events in the City of Ketchum.

The further mission of this Commission is:

- To support and conduct entertainment and events which celebrate the spirit, character, history, and heroes of the City of Ketchum.
- Develop programs and events within the City that will support the City and its businesses.
- Provide events that bring Ketchum and the surrounding communities together.

The KEC recently adopted policies and procedures, approved by City Council, regarding the review of events whose producers request City services, extension of City liability insurance coverage, or financial support above and beyond that which may be approved by the Events & Park Reservations Coordinator.

### Current Report

Reggae in the Mountains (formerly known as "Marley in the Mountains") is a music concert event produced by Mountain Niceness Productions (Principal, Danny Walton). Reggae in the Mountains (RitM) is in its 5<sup>th</sup> (fifth) year of production and has enjoyed City support in the past as a local animation favorite for the community. The concert features high caliber artists and is the only outdoor reggae festival in the country according to Mr. Walton.

Mr. Walton presented his event along with a sponsorship request to the KEC on December 12, 2012. The event, which takes place on February 2, 2013, features artist Pato Banton whose quest is to “bring Peace & Positivity to the masses around the world” according to the artist’s website ([www.patobanton.com](http://www.patobanton.com)). Mr. Walton originally requested the Ketchum Town Square as his concert venue but was denied this request because of the size of his event (it exceeds the capacity of the KTS); RitM will take place on what is commonly known as the Simplot Lot which is owned and operated by the Sun Valley Center for the Arts. Mr. Walton indicated to the KEC that he has received all necessary permissions to use this property from the Center. Mr. Walton preferred the KTS as a venue because he does not have the expense of stage rental and electricity that he does at the Simplot Lot.

Mr. Walton estimates attendance between 800 and 1,000 individuals. Ticket price point is low: Tickets are available in for \$15 in December, \$20 in January, \$25 at the gate, kids are free. Mr. Walton is actively working with Jim Keating at the Blaine County Recreation District regarding complimenting the BCRD’s Nordic Festival event with RitM. Sprint races will take place on the Simplot Lot; the two events are designed to complement each other. A Special Event License application has been submitted and is currently being reviewed by Department Heads for public health and safety considerations such as venue layout, garbage disposal, restroom placement, traffic and parking plans, and event security and safety.

Mr. Walton’s sponsorship request includes the following:

- Special Event fee waiver (value: \$300, cost to City: none)
- City liability insurance coverage (value and cost: TBD)
- Financial sponsorship (value: \$5,000, cost to City: \$3,500 from General Fund and \$1,500 from Community Special Events line item within Parks & Recreation annual budget)

#### Financial Requirement/Impact

A vote of the KEC revealed that the group favors sponsorship according to Mr. Walton’s request. The vote was six in favor, one against, and two non-votes.

Reasons for supporting Mr. Walton’s event include:

- Currently, there is a deficit of winter events in Ketchum that bring together a large number of people; the KEC is hopeful that Mr. Walton’s event will continue to bring economic vitality to Ketchum
- Because Mr. Walton was denied use of the KTS, he must pay and estimated \$3,600 for additional restrooms, electrical power and stage rental
- Mr. Walton’s event continues to promote Ketchum and the Sun Valley area to a regional audience; marketing and PR are a significant cost and the KEC supports his marketing and PR efforts to a larger audience

The KEC and the Parks & Recreation Department recommend the following sponsorship arrangement:

- \$3,500 from the City's General Fund
- \$1,500 from the Parks & Recreation Department's Community Special Events line item
- Special Event fee waiver (no additional cost to City, but a \$300 value)
- City liability insurance coverage (cost to City TBD, estimated at \$1,000)

Further, the KEC imposes the following conditions if City Council concurs with its recommendation:

- Mr. Walton provides a post-event report of attendance, PR efforts, additional sponsorships acquired

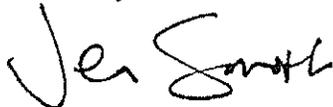
#### Recommendation

I respectfully recommend that City Council sponsor Reggae in the Mountains, a Mountain Niceness Production, according to a recommendation based on a majority vote of the Ketchum Events Commission.

#### Suggested Motion

*"I move to sponsor "Reggae in the Mountains," a Mountain Niceness Production, according to a recommendation based on a majority vote of the Ketchum Events Commission."*

Sincerely,



Jennifer L. Smith  
Director of Parks & Recreation  
Chair, Ketchum Events Commission

# City of Ketchum, Idaho

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



December 20, 2012

Mayor Hall and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Hall and City Councilors:

## Recreation and Public Parks Access Contract for Services with the City of Sun Valley

### Introduction/History

The City of Sun Valley has contracted with the City of Ketchum for Parks & Recreation services and programming not currently provided by the City of Sun Valley to its citizens for a number of years.

Citizens of Sun Valley have consistently attended programs and events and have enjoyed public parks and angler access points within the City of Ketchum since Ketchum Parks & Recreation Department was established in 1977. Sun Valley residents participate in KP&R's programs and services at a rate of approximately 10% to 50% of KP&R's entire user base depending on the specific program or service offered and enjoyed.

The City of Sun Valley does not provide parks and recreation services or programs for their citizenry.

The City of Sun Valley paid the City of Ketchum \$30,000 annually until 2011 when the City of Sun Valley inexplicably lowered the amount to \$20,000. The \$30,000 contract was based upon an annual KP&R budget of \$300,000 which existed before this writer's employment. KP&R's annual budget is currently close to \$1 million.

### Current Report

See attached "Summary of Services" which was presented to the City of Sun Valley along with attached contract.

The City of Sun Valley opted to lower their contract for services amount by \$10,000 again for FY13; previously they agreed that \$30,000 was an appropriate amount. The current contract amount for FY13 is \$20,000 even though services  
*Parks & Recreation Department | Ketchum Arts Commission | Ketchum Events Commission*

*Jennifer L. Smith, Director | [www.ci.ketchum.idaho.org](http://www.ci.ketchum.idaho.org);  
208.726.7820 | [www.ketchumidaho.org](http://www.ketchumidaho.org)*

received and programs attended by Sun Valley citizenry have vastly expanded in the past several years. In particular, Sun Valley residents enjoy the "Ketchum resident discount" for park reservations and City of Sun Valley employees and elected and appointed officials enjoy a 50% discount for Youth Recreation Programs (similar to Ketchum employees, elected and appointed officials).

Financial Requirement/Impact

No financial requirement/impact at this time; however, analysis of the City of Sun Valley participation in FY13 may reveal that discounts for Sun Valley employees and residents is no longer appropriate in the future.

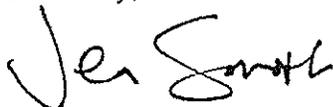
Recommendation

I respectfully recommend that Mayor Hall sign the contract for services with the City of Sun Valley for FY13.

Suggested Motion

*"I move to allow Mayor Hall to sign the contract for services with the City of Sun Valley for parks & recreation services for \$20,000 for FY13."*

Sincerely,



Jennifer L. Smith  
Director of Parks & Recreation

# 2013 Summary of Services ~ Ketchum Parks & Recreation

Services and facilities to be provided to Sun Valley residents through the 2013 contract with the City of Ketchum are as follows:

**Youth Recreation Programs** provided by the Ketchum Recreation Division:

- **126 summer** and **65 fall/winter/spring** team and individual sports, recreation, stewardship and creative programs and activities provided through two broad-based programs: Summer Youth Recreation Program and After School Program.

**Program Participants**

- 336 kids enrolled in 2011 summer programs (8%, or 27 participants, of enrolled summer youth are SV Residents)
- 314 kids enrolled in 2010-11 fall, winter and spring programs (10.8%, or 29 participants, of enrolled fall/winter/spring youth are SV residents)
- **650 kids total; 9.4% youth attendance rate by SV residents**

**Youth work program**

30 + youth support staff during summer (provide coaching and instruction for youth participants), many of whom are past program participants

**Other recreation opportunities** which engage Sun Valley residents available at various parks:

- **Youth:** Sawtooth United Football Club, Little League and T ball, Basketball leagues, Girls on the Run, Hershey Track & Field, YMCA camps, Mountain Adventure Tours, Elkhorn Kids Camp, Big Wood School, Montessori School, & Stepping Stone Day Care, organized events (Ketch'em Alive, etc.)
- **Adult:** Tennis, softball, soccer, Ultimate, lacrosse, rugby, casting clinics, outdoor Zumba and yoga, fitness and conditioning courses, organized events (Jazz in the Park, etc.)
- It is estimated that **10% to 20% of adult programs and services attendees are Sun Valley residents** (sports and recreation activities listed above and Special Event attendance (Jazz in the Park, Ketch'Em Alive!, Ride Sun Valley Festival, and hundreds of other free and paid events).

**Parks & Recreation Program Funding (total budget: \$953,346 covers recreation programs and services and maintenance support for programs and services)**

\$781,743 from Ketchum City taxpayers (82%)  
 \$108,000 from youth program fees (11.3%)  
\$ 20,000 from City of SunValley (2.1%)  
**\$901,743            or            96.4%** (remaining 3.6% comes from other contracts for services)

**Per Capita VALUE of Ketchum Parks & Recreation programs and services**

City	Population	Amount paid	Value per capita for KP&R
Ketchum	2689	\$795,744 support from General Fund	\$296.00
Sun Valley	1406	\$ 20,000 Contract for Services	\$ 14.22

**VALUE received by Sun Valley residents for Ketchum Parks & Recreation programs and services**

Sun Valley residents enjoy youth program attendance at a rate of 9.4%. 9.4% of the \$795,744 transferred to Ketchum Parks & Recreation equals \$74,800.

KP&R receives approximately \$108,000 in youth program fees; 9.4% of these fees are \$10,152.

Transfer for GF = \$795,744  
9.4% of transfer = \$74,800  
Program fees received = \$108,000  
9.4% of fees received = \$10,152

\$74,800  
- \$10,152  
= \$64,648 of VALUE RECEIVED for \$20,000 contribution

## CONTRACT FOR SERVICES

This Contract for Services (hereinafter referred to as the "Contract") is made and entered this \_\_\_\_ day of \_\_\_\_\_, 2012, by and between the CITY OF SUN VALLEY, Idaho, an Idaho municipal corporation (hereinafter referred to as "Sun Valley") and CITY OF KETCHUM, an Idaho municipal corporation, (hereinafter referred to as "Contractor").

### RECITALS

A. Sun Valley is a municipal corporation duly organized and existing under the laws of the State of Idaho.

B. Contractor is a municipal corporation duly organized and existing under the laws of the State of Idaho.

C. Pursuant to Idaho Code §§ 50-301 and 50-302 Sun Valley is empowered to enter into contracts, pass all ordinances, resolutions and make all regulations, not inconsistent with the laws of the State of Idaho, as may be expedient to promote the welfare of the City and its residents.

D. The Contractor provides recreational programs and park facilities and services through the Ketchum Parks & Recreation Department. It is in the best interest of Sun Valley to acquire by contract certain services to be performed by the Contractor in connection with the operation of recreation and parks programs, services and facilities because of the beneficial impact to the citizens of Sun Valley. See Exhibit A Summary of Services.

E. Sun Valley desires to enter into a contract with the Contractor by which the Contractor will provide recreation services and opportunities for the benefit of the citizens of Sun Valley, thus avoiding duplication of services.

NOW, THEREFORE, on the basis of the foregoing recitals, the parties agree as follows:

1. Payment By Sun Valley. Upon resolution made and unanimously passed by the Sun Valley City Council, Sun Valley agrees to pay Contractor \$20,000 to be used for Contractor's recreation and park programs and services which are offered to Sun Valley residents on an equal basis with residents of Contractor.

2. Term. This Contract shall be effective as of October 1, 2012, and be in full force and effect until September 30, 2013, at which time it shall terminate and neither Party hereto shall have any continuing obligations to the other hereunder.

3. Non-assignment. This Contract may not be assigned by or transferred by Contractor, in whole or in part, without the prior written consent of Sun Valley.

4. Hold Harmless Contract. Any contractual obligation entered into or assumed by the Contractor, or any liability incurred by reason of personal injury and/or property damage in

connection with or arising out of the Contractor's obligations pursuant to this Contract shall be the sole responsibility of the Contractor, and the Contractor covenants and agrees to indemnify and hold Sun Valley harmless from any and all claims or causes of action arising out of the Contractor's activities and obligations as set forth hereinabove, including, but not limited to, personal injury, property damage, and any other claims.

5. Miscellaneous Provisions.

A. Paragraph Headings. The headings in this Contract 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 Contract or any of the provisions of the Contract.

B. Provisions Severable. Every provision of this Contract is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Contract.

C. Rights and Remedies are Cumulative. The rights and remedies provided by this Contract are cumulative and the use of any one right or remedy by any party shall not preclude nor waive its rights to use any or all other remedies. Any rights provided to the parties under this Contract are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

D. Attorney's Fees. In the event any legal action or court or arbitration proceeding is brought by either party against the other under this Contract, the prevailing party shall be entitled to recover its fees of its attorneys in such action or proceeding, including costs on appeal, if any, in such amount as the court may adjudge reasonable as attorneys fees and costs. In addition, should it be necessary for either party to employ legal counsel to enforce any of the provisions of this Contract through measures which do not involve legal actions, court or arbitration proceedings, then the other party agrees to pay all attorneys fees and the costs reasonably incurred by the party who was so required to employ legal counsel.

E. Successors and Assigns. This Contract and the terms and provisions hereof shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.

F. Entire Contract. This Contract contains the entire Contract between the parties respecting the matters herein set forth and supersedes all prior Contracts between the parties hereto respecting such matters.

G. Governing Law. The Contract shall be construed in accordance with the laws of the State of Idaho.

H. Preparation of Contract. No presumption shall exist in favor of or against any party to this Contract as a result of the drafting and preparation of the document.

I. No Waiver. No waiver of any breach by either party of the terms of this Contract shall be deemed a waiver of any subsequent breach of the Contract.

J. Amendment. No amendment of this Contract shall be effective unless the amendment is in writing, signed by each of the parties.

K. Further Assurances. Any party will, if requested to do so by any other party, sign, acknowledge, and deliver any and all such further instruments and documents as may be necessary in order to complete this transaction or carry out the intent and purposes of this Contract.

L. Time of the Essence. Time is of the essence of this Contract.

M. Counterparts. This Contract may be executed in counterparts and such counterparts shall constitute one Contract binding on the parties hereto. Further, a facsimile copy of this Contract with facsimile signatures shall be binding on the parties hereto.

N. Termination. The City may, at its sole discretion, terminate this Contract upon 120 days written notice to KETCHUM PARKS & RECREATION with or without cause. In the event of such termination, the City shall have no further responsibility to make any payment to KETCHUM PARKS & RECREATION under this Contract. 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 KETCHUM PARKS & RECREATION shall survive any termination of the contract.

O. Payment Schedule. In consideration for providing the services herein described Sun Valley agrees to pay to KETCHUM PARKS & RECREATION the total sum of TWENTY THOUSAND (\$20,000) payable in two equal bi-annual installments on December 14, 2012 and April 1, 2013. KETCHUM PARKS & RECREATION will provide the City at the end of each period during which KETCHUM PARKS & RECREATION performs services hereunder with an invoice setting forth the amount of the installment due for such bi-annual installment; the City shall pay KETCHUM PARKS & RECREATION the amount set forth in such invoice no later than thirty (30) days after the date of such invoice.

IN WITNESS WHEREOF, the parties have signed this Contract the day and year first above written.

CITY OF SUN VALLEY

By: \_\_\_\_\_  
Dwayne Briscoe,  
Mayor

ATTEST:

\_\_\_\_\_  
Hannah Stauts, City Clerk  
City of Sun Valley

CITY OF KETCHUM

By: \_\_\_\_\_  
Randy Hall,  
Mayor

ATTEST:

\_\_\_\_\_  
Sandy Cady, City Clerk  
City of Ketchum

# City of Ketchum, Idaho

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



January 7, 2013

Mayor Hall and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Hall and City Councilors,

## Consolidated Emergency Communications Services Agreement, Fiscal Year 2013

### Introduction/History

Each year the City of Ketchum signs an agreement with Blaine County for emergency communications services. This agreement provides Enhanced 911 call answering services and emergency responder dispatch services in addition to after-hours business phone coverage for the police department and other City services utilizing the Blaine County consolidated dispatch center in Hailey.

### Current Report

The attached Consolidated Emergency Communications Services Agreement sets the terms and conditions for providing emergency services communication for the City of Ketchum. The agreement outlines the minimum staffing requirements that the City of Ketchum requires to provide emergency call taking and dispatch services to protect and serve the citizens and public in the City of Ketchum.

### Financial Requirement/Impact

The cost of the 2013 Fiscal Year agreement is \$159,417 which is \$7,564 less than the 2012 Fiscal Year agreement amount. This amount is within the City of Ketchum's 2013 adopted LOT Fund budget.

### Recommendation

I respectfully recommend that the City Council approve the Consolidated Emergency Communications Services Agreement as presented and authorize the Mayor to sign it.

### Recommended Motion

"I move to approve the 2013 Consolidated Emergency Communications Services Agreement".

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Elle".

Mike Elle  
Fire Chief

**CONSOLIDATED EMERGENCY COMMUNICATIONS  
FISCAL YEAR 2013 SERVICE AGREEMENT**

This AGREEMENT is made and entered this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between BLAINE COUNTY, 206 1<sup>st</sup> Avenue South, Suite 300, Hailey, ID 83333, (hereinafter referred to as "County") and the City of Ketchum ("Customer");

WHEREAS, the County operates a consolidated emergency communications system for various fire protection and law enforcement agencies within Blaine County; and

WHEREAS, the Board of County Commissioners serves as the Governing Board as defined by Idaho Code Section 31-4802(7) for the purpose of maintaining and operating a consolidated emergency communications system; and

WHEREAS, County and Customer desire to enter into an agreement whereby the County will provide consolidated emergency communications services for Fiscal Year 2013; and

WHEREAS, the Governing Board has established a funding model that allocates the cost of providing these services amongst the Customers of said services for Fiscal Year 2013;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN CONTAINED, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Services: County agrees to provide consolidated emergency communications services to Customer in the manner set forth in this Agreement. Service shall include 24 hour per day staffing by qualified communications personnel for the purpose of answering and dispatching calls requesting fire, law enforcement, and medical services, including emergency and routine radio communications with law enforcement and fire agencies, communications between members and other dispatch related resources, and support relating to the functions of Customer.
2. Personnel: Personnel providing consolidated emergency communications services shall be County employees and the County shall be responsible for the hiring, training, and supervision of said employees. The parties agree that from time to time, labor shortages may arise, in which case the County will use its best efforts to maintain the necessary staff and equipment to meet its obligations under this Agreement and endeavor to maintain at least two emergency communicators on shift at all times.
3. Hold Harmless: County and Customer hereby covenant and agree to hold and save harmless the other and all of its officers, agents, and employees from all claims whatsoever that might arise against its officers, agents, or employees in the performance of the duties to be performed by County and Customer under the terms of this Agreement.

4. Cost of Services Formula: The formula to determine Customer's payment responsibility for Fiscal Year 2013 is attached to this agreement as Exhibit A. Nothing herein binds or entitles either party to a particular cost of services formula beyond Fiscal Year 2013.
5. Cost of Services: Pursuant to the agreed upon Cost of Services Formula, Customer agrees to pay County \$159,417 for the services outlined in this Agreement for Fiscal Year 2013.
6. Unspent Fiscal 2013 Funds  
If, at the conclusion of Fiscal Year 2013 and upon reconciliation of all accounts, there remain unspent allocated funds from Fiscal Year 2013, the County will place any and all unspent funds into a trust account to be used in future years in support of Consolidated Emergency Communications.
7. Method of Payment: Payment for services shall be paid to the Blaine County Clerk quarterly on the first day of each quarter (October 1st, January 1st, April 1st, and July 1st) of Fiscal Year 2013.
8. Dispatch Advisory Councils: Upon entering into this Agreement, Customer becomes a member in both the Technical Advisory Council and the Partner Advisory Council. The Technical Advisory Council will be comprised of dispatch users who will provide input and recommendations to the County Administrator and Governing Board on technical issues relating to PSAP (9-1-1) and Dispatch services and equipment. The Partner Advisory Council will be comprised of Customer representatives who will provide input and recommendations to the County Administrator and Governing Board on funding issues relating to PSAP (9-1-1) and Dispatch services and equipment. Meetings of both Councils shall be open public meetings and minutes shall be taken and circulated to Council Members pursuant to the notice specified by this agreement.
9. Notices: Any notice may be served upon County by certified mail to the Board of County Commissioners at 206 1<sup>st</sup> Avenue South, Suite 300, Hailey, ID 83333, and any notice may be served upon Customer by certified mail to City Clerk at P.O. Box 2315, Ketchum, Idaho 83340-2315. Service of a notice by certified mail shall be deemed complete upon the date of the postmark by certified mail. Either party may change the address for services of notice by written notice to the other party.
10. Term: The term of this Agreement shall be for Fiscal Year 2013, which commences on October 1, 2012 and concludes on September 30, 2013. The parties may extend the term beyond September 30, 2013, by mutual written agreement.
11. Merger: This Agreement embodies the sole understanding of the parties. There are no other oral or written agreements outside of this Agreement. No modification,

amendment or addition to this Agreement shall be effective unless agreed to by the Parties in a written instrument duly executed by Contractor and the Board.

12. Waiver: The failure of any Party to insist upon strict performance of any of the obligations contained herein shall not be deemed a waiver of any rights or remedies that said Party may have, and shall not be deemed a waiver of any subsequent breach in the performance of any of the terms and provisions contained herein by the same or any other person.
13. Third Party Beneficiary Rights: This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not a party hereto unless otherwise expressly provided herein.
14. Construction: No presumptions shall exist in favor of or against any party to this Agreement as a result of the drafting and preparation of this Agreement.
15. Venue and Controlling Law: In the event an action is brought to enforce or interpret this Agreement, the parties submit to the exclusive jurisdiction of the courts of the State of Idaho, and agree that venue for any such action shall be in Blaine County, Idaho. The validity, performance and construction of this Agreement shall be governed by the laws of the State of Idaho.

EXECUTED and effective as of the day and year provided herein.

BLAINE COUNTY, IDAHO

\_\_\_\_\_  
By: Angenie McCleary  
Chairman, Board of County Commissioners

Attest: \_\_\_\_\_  
Jolynn Drage, Clerk

CUSTOMER

\_\_\_\_\_  
By: Randy Hall  
Mayor, City of Ketchum

Attest: \_\_\_\_\_  
Sandy Cady, City Clerk

Exhibit A

FY13 Emergency Communications Funding Matrix

		Expenses					Expenses		Expenses		Expenses	Expenses
Salary/Overtime		\$574,514					\$265,160		\$88,387		\$220,967	\$574,514
Benefits		\$226,599					\$104,584		\$34,861		\$87,153	\$226,599
Op. Expenses		\$87,730					\$40,491		\$13,497		\$33,742	\$87,730
Total Expenses		\$888,843					\$410,235		\$136,745		\$341,863	\$888,843
Jurisdiction	Addresses in Parcel Data System (by fire district*)	Hotel Units	Fire/Med Units	Law Enf. Units	Total Units	Allocation Dispatchers 1-6	% of Total Units	Allocation Dispatchers 7-8	% of "Urban" Units	Allocation Dispatchers 9-13	Total Allocation	
City of Bellevue	1,017	30	1,030	1,037	2,067	\$0	7.8%	\$10,629	4.5%	\$15,455	\$26,085	
City of Hailey	3,444	183	3,521	3,568	7,089	\$0	26.7%	\$36,457	30.9%	\$105,617	\$142,074	
City of Sun Valley	2,614	253	2,720	2,786	5,506	\$0	20.7%	\$28,316	24.0%	\$82,034	\$110,350	
City of Ketchum	3,847	237	3,947	4,008	7,955	\$0	29.9%	\$40,907	34.7%	\$118,510	\$159,417	
Ketchum Rural	1,734		1,734	0	1,734	\$0	6.5%	\$8,917	0.0%	\$0	\$8,917	
WRFR	1,359		1,359	0	1,359	\$0	5.1%	\$6,989	5.9%	\$20,247	\$27,235	
Carey Rural F&R	659		659	0	659	\$0	2.5%	\$3,389	0	\$0	\$3,389	
Minidoka	12		12	0	12	\$0	0.0%	\$62	0.0%	\$0	\$62	
Smiley Creek	82		82	0	82	\$0	0.3%	\$422	0.0%	\$0	\$422	
West Magic	128		128	0	128	\$0	0.5%	\$658	0.0%	\$0	\$658	
Blaine County	n/a		n/a	n/a	n/a	\$410,235	n/a	\$0	n/a	\$0	\$410,235	
<b>Total</b>	<b>14,896</b>	<b>703</b>	<b>15,191</b>	<b>11,400</b>	<b>26,591</b>	<b>\$410,235</b>	<b>100%</b>	<b>\$136,745</b>	<b>100%</b>	<b>\$341,863</b>	<b>\$888,843</b>	



# Ketchum Fire Department

P.O. Box 966 · 480 East Avenue North · Ketchum, ID 83340

Phone: (208) 726-7805 · Fax: (208) 726-7812

January 7, 2013

Mayor Hall and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Hall and City Councilors,

## **Emergency Medical Services Agreement Fiscal Year 2013**

### Introduction/History

Each year the Blaine County Ambulance District signs an agreement with the City of Ketchum for providing paramedic level emergency medical services to northern Blaine County. This agreement provides the City of Ketchum with funding to operate three ambulances as well as to equip and train emergency medical services providers.

### Current Report

The attached Emergency Medical Services Agreement sets the terms and conditions under which the City of Ketchum agrees to provide these services. This agreement has been reworked from previous agreements with the Ambulance District to more accurately reflect the emergency medical services that the Ketchum Fire Department actually provides to our citizens and visitors. Additionally the agreement outlines the City of Ketchum's responsibilities as an independent contractor for the Blaine County Ambulance District which is a separate taxing district from Blaine County. The Board of County Commissioners is also the Blaine County Ambulance District Board of Commissioners.

### Financial Requirement/Impact

The amount due from the Blaine County Ambulance District is \$946,709 which is a 3.0 percent increase over Fiscal Year 2012's contract amount. The contract amount does not entirely cover the costs of providing emergency medical services to northern Blaine County. A transfer of \$44,664 to the Ambulance Service Fund from the General Fund was made in the City of Ketchum's Fiscal Year 2013 budget to cover associated costs with providing the current level of service.

Recommendation

I respectfully recommend that the City Council approve the Emergency Medical Services Agreement as presented and authorize the Mayor to sign it in order to continue providing the excellent level of emergency medical services to our citizens and visitors alike.

Recommended Motion

"I move to approve the Emergency Medical Services Agreement".

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Elle", written in a cursive style.

Mike Elle  
Fire Chief

# EMERGENCY MEDICAL SERVICES AGREEMENT

THIS AGREEMENT entered into the \_\_\_ day of \_\_\_\_\_, 2013, by and between the BLAINE COUNTY AMBULANCE DISTRICT, a legal taxing district of the State of Idaho (hereinafter "Blaine County"), and the CITY OF KETCHUM, a municipal corporation of the State of Idaho.

WITNESSETH:

WHEREAS, Blaine County has established an ambulance service district, in accordance with the provisions of Section 31-3901, et seq., of the Idaho Code, authorized to provide ambulance and emergency medical service (collectively referred to as "EMS Service") to serve the area within Blaine County and to determine the manner in which that service shall be operated and, if deemed appropriate, to enter into agreements to provide such EMS Service for Blaine County; and,

WHEREAS, Blaine County has been divided into two (2) ambulance service districts – northern and southern. The northern district comprising all of the area of Blaine County north of the intersection of State Highway 75 and the Big Wood River, directly south of Greenhorn Gulch to the Custer County Line and the southern district comprising all of Blaine County south of the aforementioned intersection; and,

WHEREAS, in 2000 it was determined in a comprehensive emergency medical services plan (the "EMS Plan") the need for Blaine County to develop a model EMS delivery system to address the continued expansion of the service needs and that would fund and sustain a higher level of EMS Service for the citizens and guests of Blaine County. The EMS Plan included an operational plan for the City of Ketchum Fire Department in the northern district and Wood River Fire Protection District in the southern district to move forward in providing a higher level of EMS Service as their resources allow; and,

WHEREAS, it was advantageous to both Blaine County, and for the City of Ketchum from both a financial and service standpoint for Blaine County to enter into an Agreement with the City of Ketchum to provide EMS Service to the northern district; and,

NOW, THEREFORE, IT IS HEREBY MUTALLY AGREED between the parties as follows:

1. Level of Service: During the term of this Agreement, the City of Ketchum agrees to provide and maintain paramedic level EMS Service licensed by the State of Idaho Department of Health and Welfare EMS Bureau as advanced life support level two ("ALS Level 2") for the treatment and transport of patients from the northern district of Blaine County twenty-four (24) hours per day, seven (7) days per week.
2. Services Provided: Paramedic level EMS Service shall be provided under the terms and conditions contained herein:

2.1 In providing paramedic level EMS Service to the northern district of Blaine County twenty-four (24) hours per day, seven (7) days a week, the City of Ketchum shall

respond to emergency medical service ("EMS") incidents with one (1) fully equipped ALS Level 2 licensed ambulance with a minimum of one (1) certified paramedic/firefighter and one (1) certified emergency vehicle operator/firefighter for the entire duration of the first EMS incident. In the event that additional emergency or non-emergency calls for EMS Service in the northern district are requested at any time during the duration of the first EMS incident, the City of Ketchum agrees to make every effort to provide EMS Service to all other emergency medical calls with a licensed back-up ambulance and appropriately certified EMS personnel providing a minimum of basic life support ("BLS") treatment and transport, when appropriately certified personnel are available and resources allow.

- 2.2 EMS Services provided are subject to the operational needs of the northern portion of Blaine County and the needs of the City of Ketchum. In this regard and when available and resources allow, the City of Ketchum will provide EMS Service to the southern district of Blaine County and other areas in the same manner in responding to emergency and non-emergency events and the needs of existing Mutual Aid Agreements.
- 2.3 City of Ketchum personnel (and ambulance) responding to emergency and non-emergency medical calls under this agreement shall operate as a unit of the City of Ketchum and act under the control of the most qualified medical personnel on scene and operate under the Ketchum Fire Department (KFD) standard operating guidelines. Notwithstanding, City of Ketchum personnel shall be subject to the provisions of the State of Idaho EMS Bureau, applicable National Fire Protection Association standards and other safety standards.
- 2.4 As provided by law, the Chief or Officer of the City of Ketchum Fire Department in charge at the scene of an emergency involving the protection for life or limb, shall have the authority to direct such operation as may be necessary to perform appropriate rescue operations consistent with the National Incident Management System (NIMS), Wood River Valley Mutual Aid Agreement and the Blaine County Emergency Operations Plan.
- 2.5 The City of Ketchum shall provide emergency medical transport from EMS incidents in the northern district of Blaine County to St. Luke's Wood River Medical Center located in the northern district of Blaine County.
- 2.6 The City of Ketchum shall provide the transfer of patients from St. Luke's Wood River Medical Center to the patient's home in the northern district, or other destinations outside of Blaine County, when appropriately certified volunteer or off-duty personnel are available and as resources allow, on a rotating basis with the southern district, recognizing that minimum staffing for local EMS response shall be a the priority. The City of Ketchum agrees to provide a minimum staffing of one (1) certified emergency vehicle operator/firefighter and one (1) certified EMS provider for the appropriate level of patient care up to ALS-2 for routine transfers. No more than one (1) patient transfer by either a northern or southern district ambulance to destinations outside of Blaine County shall be approved allowed at the same time recognizing the need for available ambulances and staffing in Blaine County. As it pertains to extreme weather conditions

and other difficult circumstances, the safety of the crew members and the patient being transferred shall be the number one priority at all times with the final decision approving the transfer determined by the City of Ketchum Fire Department shift officer.

2.7 The City of Ketchum shall provide the following technical rescue services that are normally performed in the scope of fire department operations: vehicle extrication, swift water rescue, cold water rescue, high and low angle rope rescue.

2.8 The City of Ketchum shall provide backcountry rescue and winter rescue services that are normally performed in the scope of search and rescue operations. When requested, the City of Ketchum shall provide medical support and stand-by to Blaine County Search and Rescue when the condition of a lost person is unknown.

2.9 When requested, the City of Ketchum may provide EMS stand-by coverage for special events when appropriately certified volunteer or off-duty personnel are available and resources allow.

3. Compliance with Laws and Accreditation: the City of Ketchum will comply with all Federal, State, County, and local statutes, regulations, or ordinances in its provision of the EMS Service described within this Agreement, and to maintain its current ambulance license issued by the State of Idaho EMS Bureau. The City of Ketchum agrees that its records and rosters regarding equipment, vehicles, and training may be reviewed by Blaine County during regular business hours.

4. Communications: Communications capabilities shall be maintained between the City of Ketchum base stations, its ambulances and personnel on incidents and Blaine County Communications ("Comm.") provided under the Consolidated Emergency Communications Services Agreement. The City of Ketchum shall also maintain and operate State of Idaho EMS channels F1 and F2 in its radio communications equipment.

5. Medical Supervision: The City of Ketchum shall utilize the Physician Medical Director under contract with Blaine County agreed upon by the City of Ketchum and in compliance with the State of Idaho. City of Ketchum personnel shall follow the EMS protocols established by the controlling medical director or their designee. The City of Ketchum further agrees to adhere to, as a minimum standard, the State of Idaho EMS Bureau Paramedic Protocols, as amended, with respect to medical acts not governed by the protocols developed by the Blaine County Physician Medical Director.

6. Training: The City of Ketchum shall provide sufficient EMS training of personnel and continuing education (CE) of personnel at the current levels in compliance with State of Idaho EMS Bureau standards.

7. Equipment:

7.1 During the term of this agreement, Blaine County shall provide the City of Ketchum three (3) ambulances and accessory equipment as well as other approved capital purchases which will remain the property of Blaine County. All ambulances and equipment purchased by Blaine County during the term of this agreement shall be in

compliance with all applicable laws, regulations and safety standards including but not limited to National Standards and standards set forth by the State of Idaho EMS Bureau for the treatment and transport for Advanced Life Support (ALS) under the approved replacement schedule of Blaine County. The City of Ketchum shall provide an updated inventory list (Exhibit A) of all vehicles and equipment owned by Blaine County that exceeds a purchase value of FIVE THOUSAND DOLLARS (\$5,000.00).

7.2 The City of Ketchum shall be responsible for the routine maintenance of all EMS Service vehicles and equipment including rescue and extrication equipment. All vehicles and equipment shall be kept in sound operating condition, and maintained, operated, and equipped in compliance with all applicable laws, regulations and safety standards including but not limited to National Standards and standards set forth by the State of Idaho EMS Bureau as complying with their minimum licensing standards, within the budgeted amounts provided by Blaine County.

7.3 Subsequent to the execution of this Agreement, the City of Ketchum may lease from Blaine County equipment and apparatus related to providing EMS Service for the nominal sum of TEN DOLLARS (\$10) per year. The City shall obtain an appropriate level of insurance (Exhibit B) on said leased equipment and apparatus, subject to review and approval of the Board. In addition, the City shall provide an inventory list (Exhibit A) of all equipment and apparatus leased from Blaine County that exceeds a purchased value of FIVE THOUSAND DOLLARS (\$5,000).

8. Records Management System: The City of Ketchum shall maintain a record of each incident in compliance with national standards and the State of Idaho EMS Bureau.

9. Total Quality Management Program: The City of Ketchum shall maintain a Total Quality Management Program including but not limited to administrative management, financial management, educational standards administration (current and continuing) and both internal and external monitoring of services provided and shall provide quarterly reports of said Program to the Blaine County Ambulance District Board (hereinafter "the Board").

10. Insurance: The City of Ketchum shall provide the level of insurance noted in Exhibit B on all apparatus, equipment and personnel during the term of this Agreement.

11. Indemnification: Notwithstanding any language to the Contrary contained in this Agreement, the City of Ketchum is acting as an independent contractor and not an employee or agent of Blaine County. The City of Ketchum agrees to assume all liability for and agrees to indemnify and hold harmless Blaine County from any and all claims for injuries or damage, including attorney's fees, arising from the City of Ketchum's performance or lack of performance under this agreement.

12. Compensation:

12.1 For the furnishing of said EMS Service, the City shall receive from Blaine County, as a base fee, the sum of NINE HUNDRED FORTY SIX THOUSAND SEVEN HUNDRED NINE DOLLARS (\$946,709) for fiscal year 2012-2013, payable in twelve monthly installments of SEVENTY EIGHT THOUSAND EIGHT HUNDRED NINETY TWO DOLLARS

AND FORTY ONE CENTS (\$78,892.41) on the 20th day of each month commencing October, 2012. No payments shall be due for any period after the termination or cancellation of this Agreement as hereinafter provided;

12.2 In the event of an automatic renewal of this Agreement, and prior to the commencement of such renewal period, the parties shall negotiate in good faith the annual base fee. Blaine County shall pay City of Ketchum for the furnishing of said EMS Service during the renewal period.

13. Fees for Service: In addition to said base fee to be received from Blaine County, the City of Ketchum shall charge patients for services rendered in accordance with the amounts scheduled in the most recent Blaine County Resolution regarding Emergency Medical Service User and Supplies fees. The fees charged the patient for services rendered shall be collected and retained by the County.
14. Budget: The City of Ketchum shall submit an annual budget to the Board of Commissioners for the Ambulance District of Blaine County by the first day of July each year for the operation of the EMS Service, as well as its anticipated revenue and expenses for the coming year as required by Idaho law, from which the Agreement fee for the coming budget year will be negotiated.
15. Term:

15.1 This Agreement shall automatically renew each year unless terminated by either party upon the giving of ninety (90) days written notice prior to June 1 of any calendar year; provided, however, that this Agreement is subject to immediate termination on written notification by Blaine County for the failure of the City of Ketchum to provide equipment, personnel or service in accordance with the terms of the Agreement. Upon termination of this Agreement, it is understood by the parties that any and all property, apparatus and equipment owned or purchased by either party before or during the term of this Agreement shall remain the sole property of the acquiring party.

15.2 This Agreement shall commence on October 1, 2012, and shall run one (1) year, ending at midnight on September 30, 2013.

16. Assignment:

16.1 This Agreement shall not be assigned by the City of Ketchum without the prior written consent of Blaine County.

16.2 This Agreement constitutes the sole understanding of the parties. Any and all verbal and/or oral agreements are hereby merged into this Agreement. Any subsequent modification of this Agreement must be in writing.

IN WITNESS WHEREOF, Blaine County has caused its name and seal to be subscribed and affixed hereto, pursuant to resolution of the Board of County Commissioners of Blaine County and the City of Ketchum has hereunto caused its name and the Mayor's signature to be affixed pursuant to authorization by the City of Ketchum City Council.

BLAINE COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
ANGENIE MCCLEARY, CHAIR

\_\_\_\_\_  
LAWENCE SCHOEN

\_\_\_\_\_  
JACOB GREENBURG

ATTEST:

\_\_\_\_\_  
JOLYNN DRAGE, CLERK

CITY OF KETCHUM

\_\_\_\_\_  
RANDY HALL, MAYOR

ATTEST:

\_\_\_\_\_  
SANDY CADY, CITY CLERK

**Exhibit A**  
**Capital Equipment Inventory**

VEHICLE INVENTORY:

1997 Chevrolet Type 1 Ambulance	VIN # 1GBJK34J5YF001060
2002 Chevrolet Type 1 Ambulance	VIN # 1GBJK34G82F229554
2009 Ford Type 1 Ambulance	VIN # 1FDWF37R09EA25958

EQUIPMENT INVENTORY:

2011 Zoll E Series Manual Defibrillator	Serial# AB11L018699
2011 Zoll E Series Manual Defibrillator	Serial# AB11K018547
2011 Zoll E Series Manual Defibrillator	Serial# AB11L018694

For Blaine County  
Ambulance District

For The  
City of Ketchum

---

Angenie McCleary  
Blaine County Commissioner  
Chair

---

Randy Hall  
Mayor

## EXHIBIT B

### Insurance

- A. The City of Ketchum, at its sole expense, shall procure and maintain in full force and effect insurance written by an insurance company or companies with AM Best rating(s) of A VIII or better. All insurance companies must be authorized to do business in the state of Idaho. By requiring insurance herein, Blaine County does not represent that coverage and limits are necessarily adequate to protect the City of Ketchum and such coverage and limits shall not be deemed as a limitation on the City of Ketchum's liability under the indemnities granted to Blaine County in this contract.
- B. Certificates of Insurance evidencing the coverages required herein shall be provided to Blaine County prior to the start date of the project. All certificates must be signed by an authorized representative of the City of Ketchum's Insurance carrier and must state that the issuing company, its agents, or representatives will provide Blaine County thirty (30) days written notice prior to any policies being canceled. Renewal certificates must be provided to Blaine County within thirty (30) days after the effective date of the renewal.
- C. Certificates shall be mailed to:  
Blaine County Administrator  
206 First Avenue South, Suite 300  
Hailey, Idaho 83333
- D. Certificates must evidence the following minimum coverages:
1. **Workers' Compensation** insurance meeting the statutory requirements of the State of Idaho.
  2. **Employers' Liability** insurance providing limits of liability in the following amounts:

Bodily Injury by Accident:	\$100,000 each accident
Bodily Injury by Disease:	\$500,000 policy limit
Bodily Injury by Disease:	\$100,000 each employee
  3. **Commercial General Liability** insurance providing limits of liability in the following amounts:

General Aggregate:	\$2,000,000
Product/Completed Operations Aggregate:	\$2,000,000
Personal & Advertising Injury Liability:	\$1,000,000
Each Occurrence:	\$1,000,000
Fire Damage:	\$ 50,000

The Commercial General Liability ("CGL") insurance policy shall be written on an "Occurrence" form and shall cover liability arising from premises, operations, independent contractors, products, completed operations, personal injury, advertising injury, and liability assumed under an insured contract (including tort liability of another assumed in a contract). Blaine County and its elected officials, agents, employees, successors and assigns shall be included as Additional Insureds under the CGL with the Additional Insured endorsement providing coverage for Completed Operations.

4. **Business Automobile Liability** insurance providing bodily injury and property damage liability coverage for not less than \$1,000,000 each accident limit. Business Automobile Liability insurance shall be written on a standard ISO policy form, or an equivalent form, providing coverage for liability arising out of owned, hired, or non-owned vehicles in connection with this agreement.
  5. **Medical Malpractice** insurance with limits of not less than \$3,000,000 per claim and \$3,000,000 aggregate, naming Blaine County as an additional named insured. If the insurance required by this section is obtained through a "Claims Made" policy, this coverage or its replacement shall have a retroactive date of not later than the inception of this Agreement. Such insurance or its replacement shall also provide a minimum of five (5) years extended reporting coverage, or the maximum time under the State of Idaho statute of limitations for claims under this coverage, whichever is greater, after the Services are last provided under this Agreement.
  6. **Property** insurance providing "all risk" coverage for all Blaine County owned property with limits of not less than the full replacement cost of property owned by Blaine County, but in the City of Ketchum's care, custody, or control. The Property insurance policy must include coverage for buildings, fixtures, materials, supplies, machinery and equipment owned by Blaine County as well as property kept off-site or while in transit. Blaine County shall be named as an Insured on the policy. The policy must include a mutual waiver of subrogation clause for all Insured parties.
- E. Each of the City of Ketchum's subcontractors, independent contractors, and suppliers shall procure and maintain equivalent insurance coverage as described in subparagraphs 1 through 4 above and certificates evidencing such coverage must be presented to the Blaine County before the subcontractors, independent contractors, or suppliers are permitted on the site of the project. If the subcontractors, independent contractors, and suppliers do not have the required insurance, the City of Ketchum's policies must provide equivalent coverage for the subcontractors, independent contractors, and suppliers and their work.

# City of Ketchum, Idaho

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



December 20, 2012

Mayor Hall and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Hall and City Councilors:

## **Recommendation of Approval of a Contract for Services With Clarion Associates for Ketchum Comprehensive Plan Work**

### Introduction/History

As part of the rewrite of the Ketchum Comprehensive Plan, the Planning Division is requesting the continued services of a planning firm to assist in the work associated with this major project. With the goal of having the plan drafted and underway for adoption processes late in the first quarter of 2013, we will need to have assistance. Council will recall their approval of a contract for services with Clarion Associates this past July of 2012 for assistance with background data collection, research, drafting and plan layout.

The City Council appropriated a budget of \$55,000 in the 2012-2013 fiscal year budget for the purposes of accomplishing the rewrite of the comprehensive plan project. To date, about \$53,000 of the budgeted amount is still unspent for the plan project.

### Current Report

The Planning Division recommends that the City continue using the services of Clarion Associates to work for the City on this project over a time period of about 4 more months. Clarion and staff have been working well together, making excellent progress, and are getting close to having a "public draft" prepared. Prior to the public draft being released, Staff and Clarion will conduct several work sessions with the Planning and Zoning Commission (January and February) for their review of the draft chapters. If needed or requested, work sessions with the City Council may be conducted, before adoption processes are put in place.

Staff has full confidence with the ability of this firm to carry out the remaining work and in the timeline that is needed to meet the City's goals. We feel it is essential to have this outside support considering the level of staffing in the Planning Division at this time.

Attached is a proposed Consulting Agreement, including Attachment, Scope of Services.

Attachments:

A - Consulting Agreement with Scope of Services

Financial Requirement/Impact

The contract for services with Clarion Associates is for an amount not-to-exceed \$45,000. This amount is budgeted for in the adopted 2012-2013 fiscal year budget.

Recommendation

I respectfully recommend approval of the contract for services with Clarion Associates.

Recommended Motion:

"I move to allow Mayor Hall to sign the contract for services with Clarion Associates for an amount no-to-exceed \$45,000 for FY 13."

Sincerely,

Joyce Allgaier  
Planning Manager

## CONSULTING AGREEMENT

THIS AGREEMENT, made and entered into this 7th day of January, 2013, by and between the CITY OF KETCHUM, IDAHO, (hereinafter referred to as "the City") and Clarion Associates (hereinafter referred to as "the Consultant").

WHEREAS, pursuant to the terms and conditions of this Agreement, the City desires to engage the Consultant, and the Consultant desires to be engaged by the City, to render certain technical and professional services described hereinafter.

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

### **1. Services To Be Rendered.**

The Consultant hereby agrees to render and perform technical and professional services in assistance of the rewriting of the Ketchum Comprehensive Plan, including such services as included in Scope of Services, under the direction of Planning Manager, Joyce Allgaier.

### **2. Consideration To Be Paid.**

This contract reflects a not to exceed amount of \$45,000; however, the amount may be less as determined by the City if the work program for the consultant does not warrant as large a work component for the Consultant.

Consultant will submit monthly statements for services and costs at the end of the month; if Consultant performs minimal services in a particular month, the Consultant may send a statement covering more than one month. Invoices will be paid following approval at the next City Council meeting, provided the invoice has been submitted at least seven days prior to the meeting.

### **3. Modification Of Services To Be Rendered.**

The parties hereby agree that the City may request that the Consultant change, add to, or delete the services the Consultant is required to perform hereunder, provided that any such change, addition to or deletion of said services shall be evidenced in writing, which writing shall be first approved and signed by a duly authorized representative of the City and of the Consultant and shall set forth any additional modifications in the terms of this Agreement (including, but not limited to, the compensation to be paid to the Consultant hereunder) resulting from any such change, addition or deletion as may be mutually agreed to by the City and the Consultant.

### **4. Consultant's Performance of Services.**

The Consultant shall use his/her best efforts to perform the services required hereunder and shall work under Planning Manager, Joyce Allgaier for feedback and direction of work assignment as it relates to the rewriting of the Ketchum Comprehensive Plan. The Consultant shall be available for meeting with the project manager on a regular basis via phone, as deemed necessary by the City and at a time determined to be convenient for both parties. The consultant may need to meet with other city staff, representatives of organizations, regional and state agencies, municipalities and others as part of her work.

## **5. Duties of City.**

All information, data and reports which the Consultant deems reasonably necessary for the performance of the services she is required to provide hereunder shall be furnished to the Consultant without charge by the City. The City shall also cooperate with the Consultant in every way possible as requested by the Consultant to aid her in the performance of the services to be rendered hereunder.

## **6. Term and Commencement.**

The services that the Consultant is required to perform hereunder shall commence as soon as practicable after the execution of this Agreement by both parties. The Consultant shall perform said services in an expeditious manner and in such sequence as the Consultant and the City may determine.

## **7. Termination of Agreement.**

Either party to this Agreement may terminate this Agreement for cause by giving the other party written notice of such termination, which written notice shall specify an effective date of such termination which shall be at least thirty (30) days after the receipt of such notice by the other party, unless a shorter period of time is mutually agreed to by the parties. In the event of such termination, each party shall perform its obligations under this Agreement up to such effective date, and as of said effective date the parties shall be discharged of any further obligation under this Agreement and this Agreement shall become null and void.

In the event of any such termination, all finished or un-finished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other material prepared by the Consultant for the City under this agreement shall become the joint property of the City and the Consultant, and both parties, without the consent of the other, shall be entitled to receive and retain copies of, and have access to, all such materials to the extent practicable.

## **8. Breach and Liquidated Damages.**

In the event that either party materially breaches the provisions of this Agreement, the parties hereby agree that the non-breaching party will only be entitled to the following liquidated damages as a result of any such material breach:

a. If the City Materially Breaches. If the City materially breaches the provisions of this Agreement, the Consultant shall only be entitled to any and all of the unpaid balance of the consideration required to be paid by the City to the Consultant under the provisions of Paragraph 2 and/or 7 of this Agreement and hereby waives and releases the City from any and all other claims and remedies, including consequential and incidental damages, to which the Consultant may be entitled at law or in equity as a result of such a material breach. The Consultant shall notify the City in writing of any alleged breach and give the City ten (10) days from the date of notification in which to cure the breach before proceeding under this paragraph.

b. If the Consultant Materially Breaches. If the Consultant materially breaches the provisions of this Agreement, the City shall only be entitled to the recovery of any and all of the consideration paid to the Consultant by the City under the provisions of Paragraph 2 of this Agreement and hereby waives and releases the Consultant from any and all other claims or remedies, including consequential and incidental damages, to which the City may be entitled at law or in equity as the result of such material breach. The City shall notify the Consultant in

writing of any alleged breach and give the Consultant ten (10) days in which to cure the breach before proceeding under this paragraph.

**9. Consultant Is An Independent Contractor.**

The parties hereby agree that the Consultant is an independent contractor, and not an employee of the City of Ketchum Community and Economic Development Department, and that nothing contained in this Agreement shall constitute or designate the Consultant as employees of the City. Consultant shall not be reimbursed for but may utilize copy, fax, telephone, and internet services and supplies of the City of Ketchum Community and Economic Development Department. Alternately, the Consultant may use their own work equipment, telephone, and vehicle in performing work associated with this contract. Vehicle trips to places outside of the City of Ketchum city limits by the Consultant will be reimbursed at the City's adopted rate per mile. Personal work equipment, fax, copy and telephone shall not be reimbursed.

**10. Notices.**

All notices required or permitted hereunder shall be in writing and shall be deemed to have been duly delivered hereunder if mailed by first class mail, postage prepaid, to the respective parties at the respective addresses:

- a. City:                                   City of Ketchum  
  P.O. Box 2315  
  Ketchum, ID 83340
  
- b. Consultant:                           Clarion Associates  
  621 17<sup>th</sup> Street, Suite 2250  
  Denver, Colorado 80290

**11. Modification.**

No change or modification of this Agreement shall be valid or enforceable unless the same shall be in writing signed by both of the parties hereto.

**12. Benefit.**

This Agreement shall bind and inure to the benefit of the parties hereto, and their respective successors and assigns.

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

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

CITY OF KETCHUM, IDAHO

CLARION ASSOCIATES

By: \_\_\_\_\_  
Randy Hall, Mayor

By: \_\_\_\_\_  
Benjamin Herman, Vice-President/Principal

Attest:

\_\_\_\_\_  
Sandy Cady, City Clerk

## Attachment A Scope of Services

Clarion Associates will provide the following services to support city staff in the Ketchum Comprehensive Plan Update process as needed under the direction of the Planning Manager:

### **Task 1: Prepare Draft Community Profile**

- Review all background materials provided by city staff (existing plans, interim work products, community input summaries, etc.)
- Work with staff to identify potential gaps/additional analysis needed
- Prepare draft and final Community Profile for city staff review using background information and data assembled by city staff

### **Task 2: Prepare Draft Policy Framework**

- Develop draft Policy Framework based on outreach and work completed by city staff to date and discussions with city staff
  - Detailed plan outline
  - Develop plan template and overall layout with placeholders for local images to be provided by city
  - Prepare preliminary draft chapters for city staff review (annotated to identify potential gaps, questions for discussion, etc.)
- Refine draft Policy Framework based on discussion with city staff and results of community outreach activities

### **Task 3: Community Outreach Support**

- Assist city staff with preparation of community outreach materials as needed, including, but not limited to:
  - Overall outreach approach
  - Identification of tools to use at key points in the process
  - Assistance with online survey development and/or synthesis of responses
  - Other support as needed

### **Task 4: Meetings and Coordination**

- Work sessions with city staff, planning and zoning commission, public, and others as determined necessary to identify/tour community, explore issues and opportunities, outline project approach and refining scope of work
- Regular coordination meetings with staff (via phone) to discuss interim work products and overall project strategy at key steps in the process

### **Task 5: Other Tasks to be Assigned by Planning Manager**

- Assist city staff with other tasks to support the comprehensive plan update as needed and as resources allow

# City of Ketchum, Idaho

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



December 31, 2012

Mayor Hall and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Hall and City Councilors:

## **Sustain Blaine Contract for Services**

Attachments: Draft Contract for Services

### Introduction/History

Sustain Blaine is a regional economic development organization with a goal of promoting an improved economic and societal future for Blaine County through initiation, implementation and management of strategies, programs and policies that preserve and advance the region's quality of life and economic well-being. The organization was formed in 2007, and Executive Director Harry Griffith was hired in 2010.

### Current Report

Attached to this report is the Contract for Services for Sustain Blaine for the upcoming fiscal year. The Executive Director will be making a presentation to the Council on current projects and initiatives. Sustain Blaine and Ketchum have been collaborating on projects such as data reporting, business outreach higher education and, most recently, broadband planning.

### Financial Requirement/Impact

A financial commitment of \$10,000 was allocated towards Sustain Blaine in the 2012/2013 budget out of the CED Department.

### Recommendation

Staff respectfully recommends that the Council approve the Contract for services with Sustain Blaine in an amount not to exceed \$10,000.

### Recommended Motion:

I move to approve the contract for services with Sustain Blaine in an amount not to exceed \$10,000.

Sincerely,

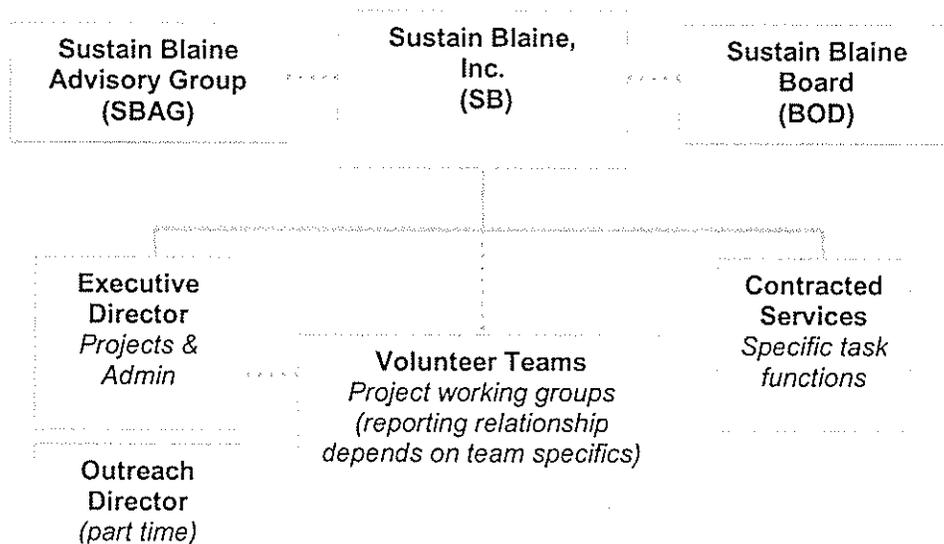
Lisa Horowitz  
Community and Economic Development Director

## 2013 ACTION PLAN For *SustainBlaine*

*Serving the communities of Bellevue, Carey, Hailey, Ketchum, Sun Valley  
and Blaine County, ID*

The vision of *SustainBlaine* (SB) is to “achieve sustainable economic growth throughout the Sun Valley Region” while its mission is to “preserve and advance the Sun Valley Region’s economic vitality, diversity and values of its citizens”. Priority areas of strategic focus will be business retention/ expansion/attraction, economic analysis, community education, advocacy and incubator projects.

SB was formed as a 501(c) 6 in January 2010 as the countywide entity with the legal authority to implement the *GoBlaine!* Strategy of 2009 prepared by TIPs Strategies.



The 15 member Board (BOD) includes nine representatives from the private sector and six representatives from the public sector, with one from each of the Blaine County municipal bodies. The BOD is nominated, selected and supported by the Sustain Blaine Advisory Group (SBAG) which is composed of more than 40 individuals representing approximately 20 business sectors across Blaine County. The BOD relies on the SBAG for advice, community input and support in accomplishing each specific project.

Full implementation of the strategy will be a multi-year effort, and SB has established an annual Action Plan to guide delivery of this strategy. The following Action Plan identifies short-term Projects and longer-term Programs which SB will pursue to achieve its objectives.

## SUSTAIN BLAINE PROJECTS 2013

### **Project 1: Secure Improved Air Service**

Debate about the future of air services in the Wood River Valley continues to take place without solid economic facts and risk evaluations. SB will seek to shape community opinions within a framework of the economic benefits of air services by organizing forums and conducting economic analyses. SB's will position its approach by providing factual economic data to local marketing organizations/businesses/ organization, city governments, and the Friedman Memorial Airport Authority.

Deliverables: Conduct periodic economic analysis and polling on critical issues. Prepare periodic media articles or convene public forums on such analyses and polling. Provide ongoing technical analysis on economics of air service to community as required. Support LOT ballot initiative(s).

### **Project 2: Establish Sun Valley Culinary Institute**

A culinary institute in the Wood River Valley could build on the existing resources of world-class local chefs and food events, great local restaurants, a budding foodie culture, and local educational program management expertise to create a unique enterprise in the Inter-mountain West. SB will leverage the 2012 draft business plan to build a robust business partnership between the College of Southern Idaho and the local community for development of the Sun Valley Culinary Institute.

Deliverables: Fine-tune draft business plan based on feedback from experts and potential investors. Establish community-sponsored legal entity for partnership with CSI and secure required 1<sup>st</sup> phase venture capital funding. Negotiate and execute required partnership agreements. Hand over project to new operating consortium. Secure financial support for SB incubator efforts by way of development/management fees as appropriate.

### **Project 3: Develop Nordic Olympic & Paralympic Training Site Potential**

The Sun Valley Region was designated as the 15th U.S. Olympic Committee Training Site (OTS) in October 2012. SB will support the Sun Valley Ski Educational Foundation (as Local Operator) together with its partners (the Wood River Ability Program, Blaine County Recreation District, and Sun Valley Company) by seeking new business attraction and/or expansion opportunities related to TS operations and activities

Deliverables: Work with the SVSEF and partners to identify and progress local business opportunities in focus areas such as sports medicine, athlete dormitories, and facility/other asset expansions. Help identify and secure relationships with potential new partners and financial sponsors.

**Project 4: Organize Sun Valley Region Ready Team and Process**

Blaine County lacks an organized "Ready Team" process to field business attraction and relocation leads. SB will plan and establish this organizational capacity for potential future needs.

Deliverables: Identify required skills and potential members, and solicit membership. Establish rules of engagement via bi-lateral Memorandums of Understanding. Build tools and mechanisms to streamline team engagement. Conduct training and/or dry run based on case study or no-reality lead. Convene team and respond to leads as required. Educate community on the existence of Ready Team and process.

**Project 5: Prepare Community Economic & Statistical Profiles**

Blaine County municipalities require reliable, timely, and relevant economic statistics to support economic development activities. SB will prepare an updated and standard set of economic statistics and indicators to allow for annual comparisons between municipalities, as well as provide benchmarks to help measure economic trends.

Deliverables: Prepare 2012 economic profiles for each municipality. Distribute and publicize updated profiles. Provide city staff with training for future data collection and production of profiles.

**Project 6: Organize and Deliver 2<sup>nd</sup> Annual Economic Summit**

SB's 1<sup>st</sup> annual economic summit created a unique forum for community stakeholders to objectively assess our economic climate and trends, how they compare with other resorts/nationally, and to discuss challenges and opportunities. SB will build on last year's summit by attracting national thought leaders and key local businesses to discuss a variety of critical topics and share ideas regarding our economic development trajectory.

Deliverables: Develop summit theme(s) and procure relevant speakers. Cultivate and attract required sponsorship. Plan and manage the delivery of a successful summit.

**Project 7: Foster Innovation via ...(tbd)**

Innovation and entrepreneurial activity have been identified as a potential means to grow the local economy while diversifying the business and demographic base. SB will evaluate specific opportunities to support ongoing and prospective innovation efforts and select one or more for project implementation

Deliverables: tbd

## SUSTAIN BLAINE PROGRAMS 2013

### **Program A: Pursue Business Attraction Leads**

Attraction of new businesses to the Sun Valley Region is important to create economic diversity and vitality. SB will create a Ready Team to field leads for business relocations into Blaine County as an on-going Program. Potential sectors for business attraction as identified in the GoBlaine strategy include diversified tourism, clean-tech, rec-tech, health & wellness and agriculture. SB will focus on unique opportunities to pursue high potential/low cost attraction strategies.

Deliverables: As required, field inquiries from businesses interested in relocating to the County and facilitate their evaluation, planning and (if appropriate) move to the Region. In conjunction with the Cities, initiate selective high value recruitment activities

### **Program B: Conduct Business Outreach**

Understanding the real-time business environment is critical to for business expansion and retention. SB will periodically meet with local businesses as part of an on-going program to monitor economic health. Businesses across a mix of sectors and geographies will be visited to discover challenges confronting local businesses as well as opportunities for growth. This information will be used to guide SB's strategy and provide discrete opportunities to develop Projects and Programs which can benefit the local business community.

Deliverables: Plan and organize visits of select local businesses. Conduct field interviews with senior management. Track highlighted problems and/or opportunities. Use visit data to identify possible Projects and Programs. Report findings to Board and municipalities as appropriate.

### **Program C: Conduct Economic Impact Analyses**

Accurate, relevant and timely economic analysis of specific community events, activities and programs can provide useful insights on opportunities to improve the local economy. SB has already conducted a series of economic impact analyses on various events and recreational sectors and plans to continue this work in the future. Future economic impact analyses will seek to better understand major contributors to both tourism and non-tourism economic sectors, and be used to develop recommendations to businesses and organizations.

Deliverables: Prepare direct, indirect and induced economic impact analyses. Develop benchmarks based on participants and economic values. Periodically present analytical findings to community and media to inform and educate. Continue to transfer responsibility for subsequent year economic analyses to key stakeholders.

**Program D: Educate Community on Economic Issues**

Limited informative, accurate and up-to-date information is available in our community on a wide variety of economic issues. SB will periodically provide economic information to the community via meetings, forums, media articles and social media/web postings. The educational focus will be on a wide variety of local economic topics including business activity, employment, housing, tourism, education, government efficiency and other issues of interest to the community. Relevant comparisons with national, regional and resort community trends will be highlighted.

Deliverables: Develop planning calendar detailing communications dates and methods. Organize periodic educational events. Initiate community newsletter series for mailing list.

**Program E: Advocate on Critical Community Issues**

Periodically, important community issues will arise which could benefit from rational advocacy in favor of business interests. SB will work with local governments, economic development, and other organizations to ensure economic issues and interests are fully considered and appropriately addressed. It is anticipated that topics of significance in the near term will include air service, utility enhancements, comprehensive plan preparation and land-use planning.

Deliverables: Support FMAA and FSVA efforts to improve, expand and educate on air service options. Support City and County efforts to update comprehensive plans. Evaluate options and proposals with regard to utility enhancements and land-use planning. Support Cities on hotel development and other tourism/recreational initiatives. Maintain awareness on other emerging community topics of significance. Use economic analysis and polling devices to inform and elicit community perspectives.

**Program F: Support Infrastructure Improvements for Businesses.**

Communications, utility and transportation networks are important infrastructure components that can support expansion and retention of existing businesses as well as potential attraction of new businesses. SB will work with local governments, economic development and other organizations to periodically evaluate current telecommunications, internet, utility, and other business infrastructure services to identify opportunities for enhancing service levels to world-class standards at market prices.

Deliverables: Participate in committees engaged in the evaluation of infrastructure improvements as appropriate. Support community negotiations with infrastructure providers as required.

**Program G: Increase SB's Impact on Economic Development Initiatives**

SB will seek to improve its organizational capabilities, governance processes, public credibility and fundraising capabilities as part of an on-going Program. It will also seek to increase its impact and credibility with both public and private sector leadership. A priority for this year will be to evaluate opportunities to collaborate and cooperate with other economic development entities and streamline the community dialogue on economic development issues.

Deliverables: Maintain an active and viable BOD, along with a representative and inclusive Advisory Group to provide critical linkages with the professional, public, social and cultural institutions of Blaine County. Open regular dialogue with other local economic development organizations about combining/sharing resources and cooperating on projects/programs. Evaluate opportunities for integration with WREP and /or other economic development organizations. Develop long-term fundraising strategy and program.

**Sustain Blaine Strategic Priority & Focus 2013**

In order to ensure an appropriate strategic balance in the Action Plan, each Project and Program has been allocated to no more than two of the following strategic focus areas.

#	Name	Attract	Expand	Retain	Analyze	Educate	Advocate	Incubate
1	Air	X	X	X				
2	Culinary							XX
3	OTS							XX
4	Ready	X	X					
5	Stats				XX			
6	Summit					XX		
7	Innovate	X	X					
A	Leads	XX						
B	Outreach		X	X				
C	Analyze				XX			
D	Educate					XX		
E	Advocate						XX	
F	Infrastruct	X	X	X				
G	Impact				X	X	X	

Based on this assessment, the 2013 Action Plan is reasonably balanced across the seven key strategic focus areas identified by the SB Board of Directors.

## CONTRACT FOR SERVICES

THIS CONTRACT FOR SERVICES (the "Agreement") is made and entered into this 7<sup>th</sup> day of January, 2013, by and between the CITY OF KETCHUM, an Idaho municipal corporation ("City") and SUSTAIN BLAINE, an Idaho nonprofit corporation ("Contractor").

### RECITALS

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

WHEREAS, the Contractor is an Idaho nonprofit corporation duly organized and existing under the laws of the State of Idaho; and

WHEREAS, pursuant to Idaho Code §50-301, the City is empowered to enter into contracts as may be deemed necessary to promote the welfare of the City and its residents; and

WHEREAS, it is deemed in the best interest of the City to acquire, by contract, certain services to be performed by the Contractor related to regional economic development and other initiatives undertaken by SUSTAIN BLAINE; and

NOW, THEREFORE, on the basis of the foregoing recitals, and upon motion duly passed by the Ketchum City Council, the parties agree as follows:

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. The Contractor shall provide administrative and management services reasonably necessary to support the Contractor in its efforts to support the City. Projects listed below are more fully described in Attachment A to this contract.
3. Consideration. Ketchum agrees to pay shall pay Contractor the sum of \$10,000 (TEN THOUSAND DOLLARS). An initial payment of 50% (FIFTY PERCENT) shall be made on execution of this Agreement, and a second payment of 50% (FIFTY PERCENT) shall be made on or before April 1, 2013. A properly documented invoice shall be delivered to the City, with payment due in not more than thirty (30) days from the date of receipt.
4. Time of Performance. Contractor shall provide the Services in a professional and timely manner.
5. 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 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, its 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.

6. Compliance With Laws/Public Records. Contractor, its 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 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 be readily identified, retrieved and made available for such inspection and copying.

7. 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 Ketchum and Contractor shall be addressed as follows:

**KETCHUM:**

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

**CONTRACTOR:**

SUSTAIN BLAINE INC  
PO BOX 4380  
KETCHUM, ID 83340

8. 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.

9. Amendments. This Agreement may only be changed, modified, or amended in

writing executed by all parties.

10. 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.

11. 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.

12. 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.

13. Governing Law. This Agreement shall be governed by the laws and decisions of the State of Idaho.

14. 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.

15. 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.

16. 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.

17. Term. This contract is a month-to-month contract, and can be terminated by either party. The Term of this Agreement is for one (1) year beginning on October 1, 2012 and ending on September 30, 2013.

18. Effective Date: This is an at-will relationship; either party can terminate this agreement at any time, by written notice of such termination. KETCHUM also makes no assertions as to the number of hours required to perform these tasks.

IN WITNESS WHEREOF, the parties have signed this Agreement the day and year first above written.

CITY OF KETCHUM,  
an Idaho municipal corporation

SUSTAIN BLAINE  
an Idaho nonprofit corporation

By: \_\_\_\_\_  
Randy Hall, Mayor

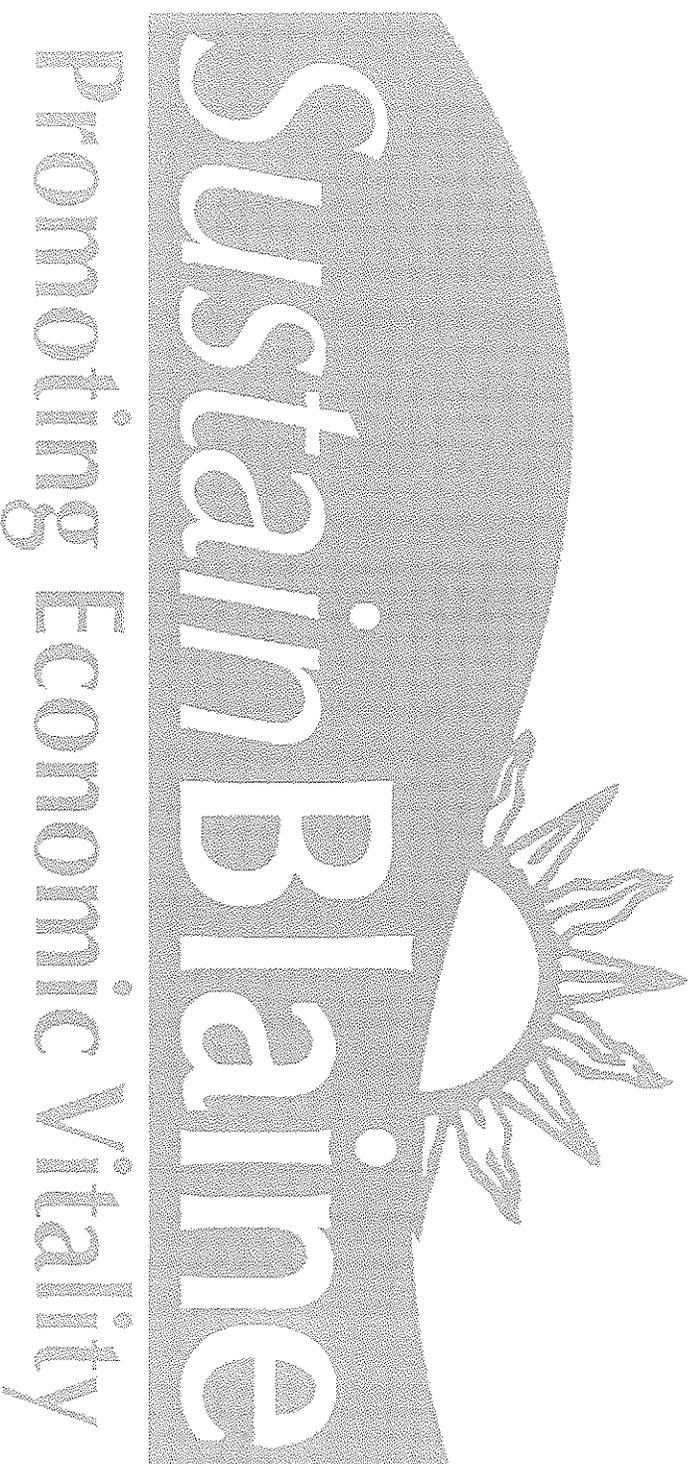
By: \_\_\_\_\_  
Its: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Sandra E. Cady, CMC  
City Treasurer/Clerk

Reviewed and approved as to  
form and content exclusively for the City of Ketchum:

By: \_\_\_\_\_  
City Attorney



# **“Marquee” Events in Blaine Co.**

Ketchum City Council

January 7, 2013

# Agenda

- Project Background
- Event Metrics
- Strategic Event Framework
- Opportunities/Challenges

# Project Framework

**Project Scope:** Conduct economic impact analysis on the ~25 “signature” or “marquee” Blaine County events

- Purpose:**
- Improve understanding of community impacts & relative economics
  - Develop benchmarks to assess contributions & facilitate comparisons
  - Advise local businesses & organizations on opportunities to increase event impacts

- Approach:**
- Conduct 2011 base year analysis for future year updates
  - Use standard economic impact model with organizer inputs
  - Transfer model ownership to organizations for future use
  - Start with conservative assumptions & refine

# Marquee Events List

## *Arts & Culture*

- 1 SV Wellness Festival
- 2 SV Film Festival
- 3 4th July Rodeo
- 4 Ketchum Art Festival
- 5 SV Wine Auction
- 6 San Francisco Ballet
- 7 SV Center Arts & Crafts Fair
- 8 SV Symphony
- 9 No. Rockies Folk Festival
- 10 SV Writers Conference

## *Recreation*

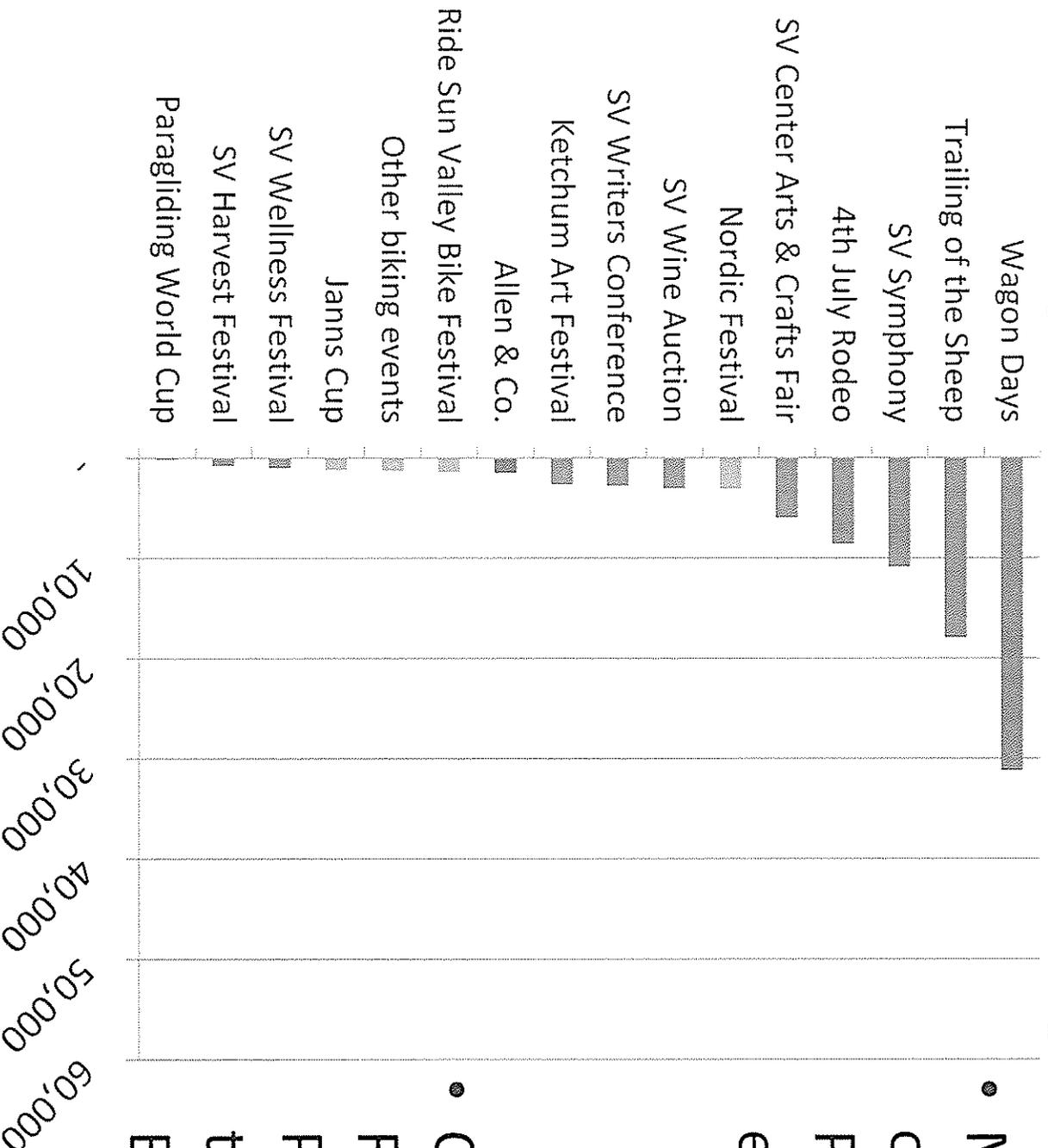
- 15 Nordic Town USA
- 16 Janns Cup
- 17 Ride SV Bike Festival
- 18 Other biking events
- 19 SV Half Marathon
- 20 Music events
- 21 Thompson Mem. Golf
- 22 Paragliding World Cup
- 23 Other Recreation

## *Other*

- 24 Allen & Co.
- 25 Other Conference
- 11 Wagon Days
- 12 SV Harvest Festival
- 13 Trailing of the Sheep
- 14 SV Jazz Jamboree

*16 of 25 event analyses completed,  
8 other analyses in process,  
and 2 events only debuted in 2012*

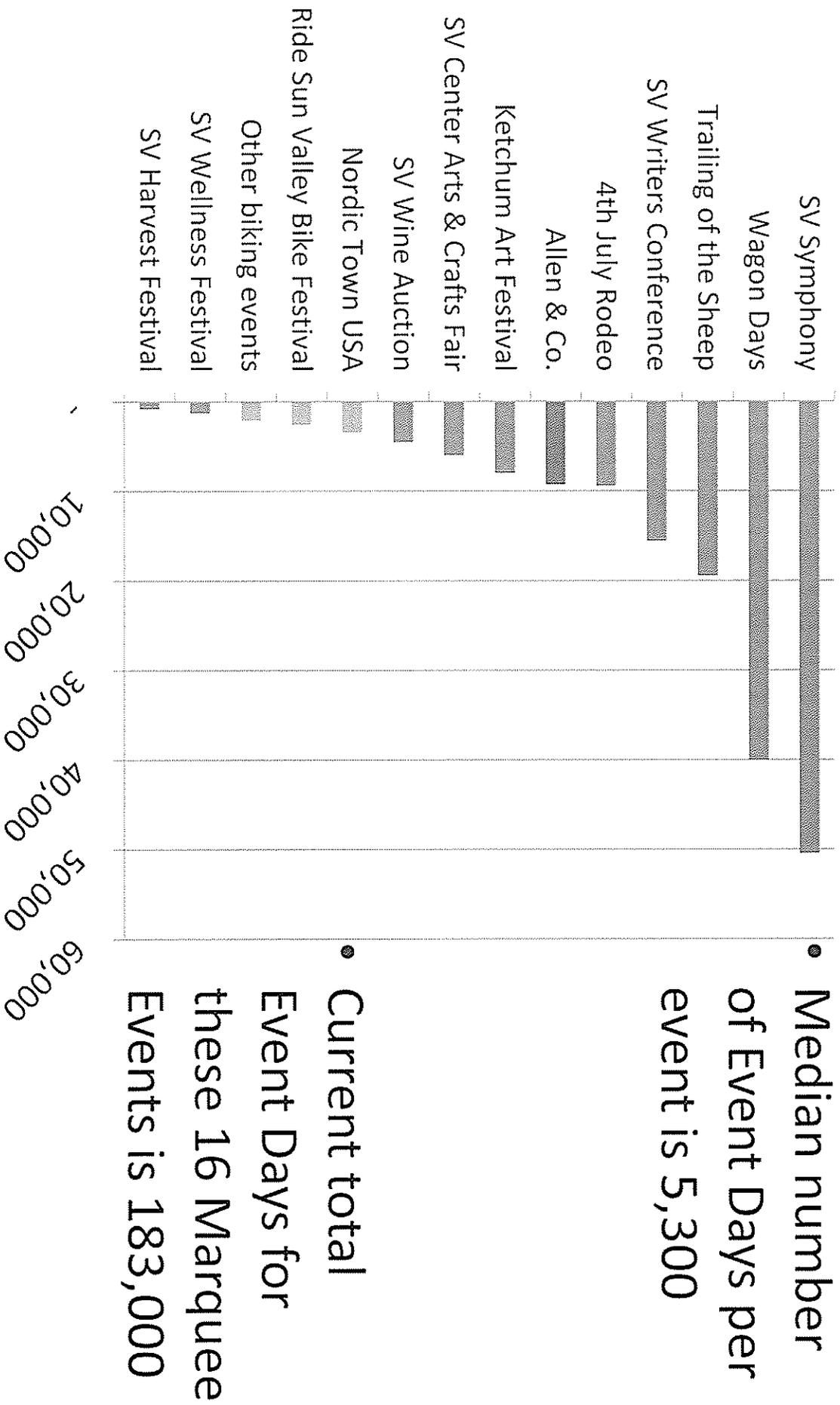
# Participant Metrics - # Registered



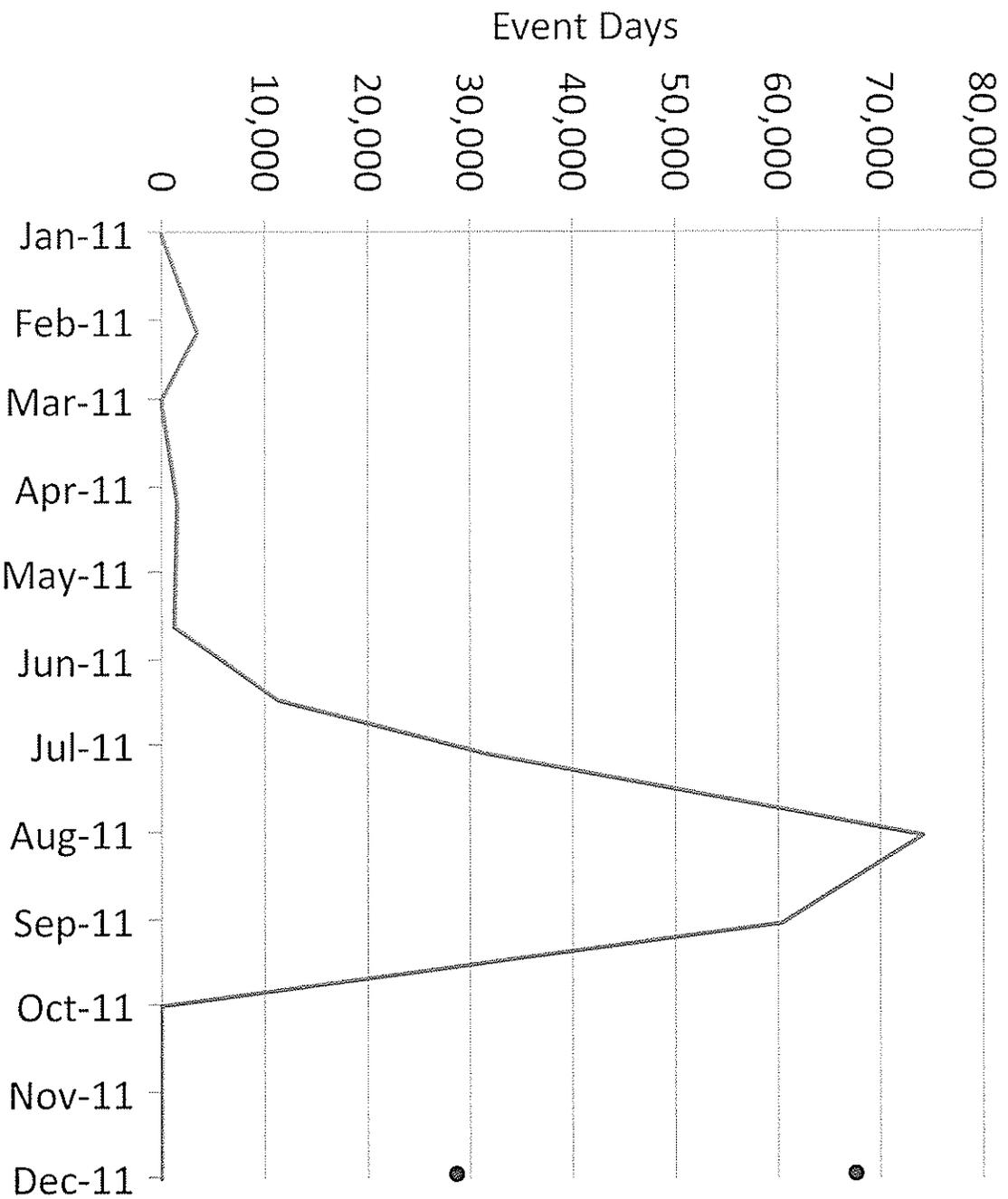
- Median number of Registered Participants per event is 2,700

- Current total Registered Participants for these 16 Marquee Events is 94,000

# Participant Metrics - # Event Days



# Participant Metrics – Annual Schedule



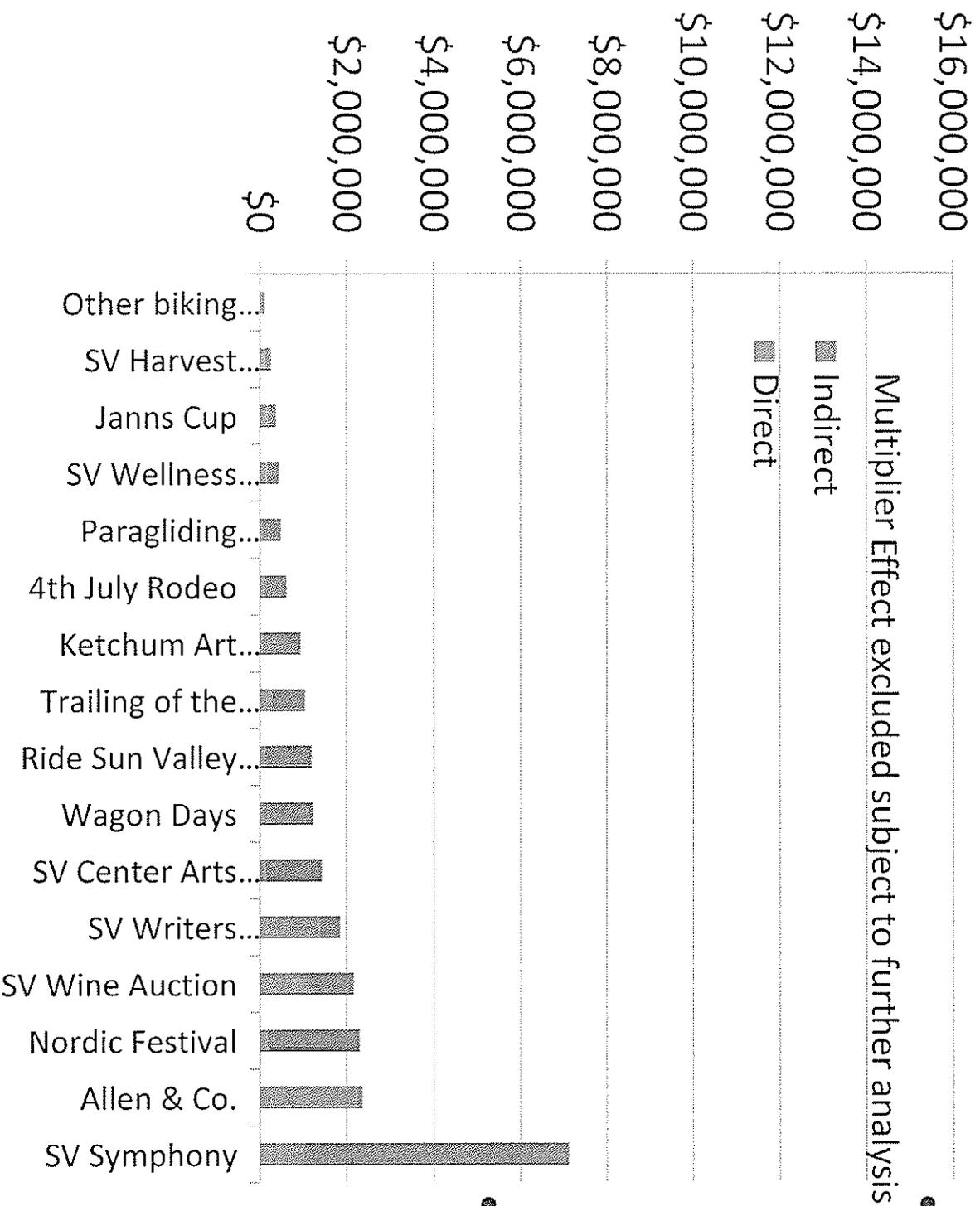
- Event Days
- summer peak is massive

- Significant opportunities to fill in winter and shoulder seasons

# Participant Metrics – Event Resources

Event Category	# of Total Resources Engaged	# of Full Time Equivalent Resources	# Total Volunteer Engaged (Subset)
Arts & Culture	1,470	38.0	689
Recreation	898	9.2	694
Conferences	318	15.0	0
<b>Total</b>	<b>2,686</b>	<b>61.8</b>	<b>1,383</b>

# Economic Metrics – Total Impacts



- Median Total Economic Impact per event is \$2.2 million

- Current Total Economic Impact for these 16 Marquee Events is \$48 million

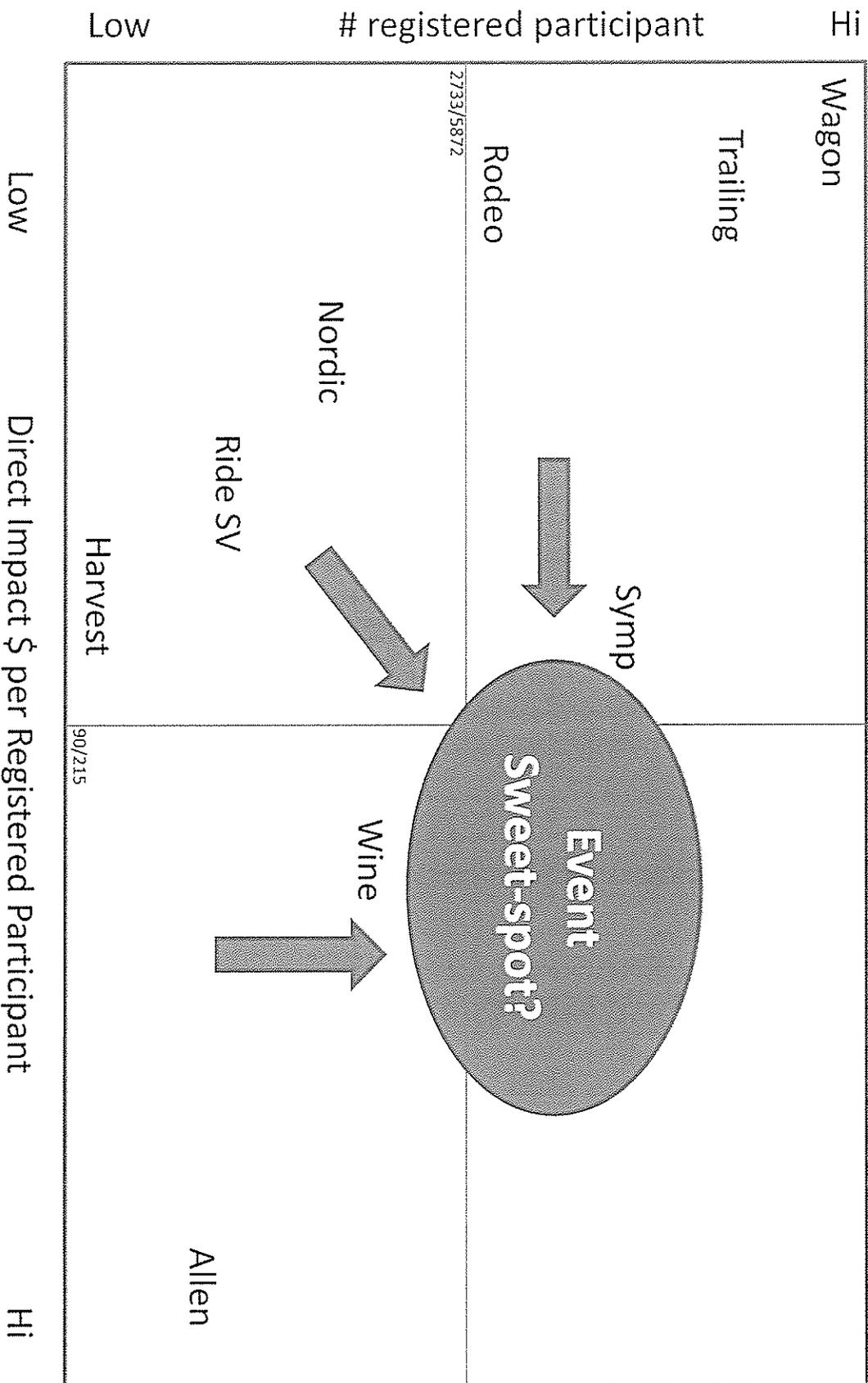
# Event Metrics – Summary Highlights

2011 Metric	Total *	Median per Event
# Registered Participants	94,000	2,700
# Event Days	183,000	5,300
Total Economic Impact	\$48 million	\$2.2 million

***Conclusion: Events are Big Business !!***

\* Based on 16 Marquee Events analyzed to-date

# Strategic Framework – Economic Value



## **Event Opportunities/Challenges**

1. Current event expansion (days & \$\$\$)
2. Shoulder season new event infill
3. Multi-event package sponsorship(s)
4. Event “Incubator” organization

# City of Ketchum, Idaho

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



December 31, 2012

Mayor Hall and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Hall and City Councilors:

## **Consideration of Contract for Services For Special Events Coordination, Wagon Days**

### Introduction/History

Wagon Days is the primary City-sponsored Special Event. This event requires extensive, detailed communication with parade entrants, sponsors, the Wagon Days Committee and many other stakeholders. The City has contracted since 20 with Sun Valley Events, Inc. to coordinate all activities for Wagon Days.

### Current Report

The attached contract is the same as last year's contract with one exception: last year an additional \$1,500 was allocated for the development of a new Wagon Days web site. The site is up and running.

### Financial Requirement/Impact

The Wagon Days fund contains \$78,000 in the Professional Services line item in the 2012/2013 budget. This contract was anticipated in that line item.

### Recommendation

I respectfully recommend the City Council approve the contract for services with Sun Valley Events, Inc. in an amount not to exceed \$25,000.

### Recommended Motion:

I move to approve the contract for services with Sun Valley Events, Inc. in an amount not to exceed \$25,000.

Sincerely,

Lisa Horowitz

## SUN VALLEY EVENTS, INC. AGREEMENT

THIS CONTRACT FOR SERVICES ("Agreement") is entered into effective as of January 7, 2013 by and between Sun Valley Events, Inc. and the City of Ketchum, an Idaho municipal corporation (Sun Valley Events, Inc. and City of Ketchum are, collectively, the "Parties") with reference to the following facts:

### RECITALS

- A. The City of Ketchum desires to promote business by enhancing the visitor and resident experience in the Ketchum/Sun Valley area with the Ketchum Wagon Days event ("Wagon Days").
- B. Sun Valley Events, Inc. has the expertise necessary to promote, organize, manage, coordinate and produce Wagon Days and other related programs and to assist the City of Ketchum in the management of Wagon Days from December 2, 2012 to December 3, 2013 ("Contract Period").
- C. Heather LaMonica Deckard and Ellen Gillespie, principals of the Sun Valley Events, Inc., are available to and shall devote sufficient time to fulfill the obligations of Sun Valley Events, Inc. relating to the Wagon Days during the Contract Period.
- D. City of Ketchum desires to retain the services Sun Valley Events, Inc., and Sun Valley Events, Inc. desires to provide the services, as set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **General Duties.** Sun Valley Events, Inc. agrees to promote, organize, manage, coordinate and produce Wagon Days according to the terms and conditions of this Agreement.
2. **Description of Services.** Sun Valley Events, Inc. shall complete the tasks on the schedule as outlined in Addendum 1 attached hereto and incorporated herein by this reference (the "Services").
3. **Payment for Services.** In exchange for the Services, City of Ketchum shall pay Sun Valley Events, Inc. as follows:

Professional service fee - \$25,000 paid monthly each on the fifteenth day of each month beginning January 15, 2013. Payment shall be made based on Ketchum review and approval of work completed that month.

4. **Term – Month to Month.** This Agreement shall be effective for a period of one month and shall renew automatically each month and expire automatically on December 3, 2013 unless terminated as provided herein. The parties hereby agree that in the event Ketchum, in its sole and exclusive opinion, lacks sufficient funds to continue paying for the Services, Ketchum may terminate this Contract without penalty upon thirty (30) days written notice to Sun Valley Events, Inc. Upon receipt of such notice neither party shall have any further obligation to the other. In the event of such termination, Sun Valley Events, Inc. shall submit a report of expenditures to the City of Ketchum. Any Ketchum funds not encumbered for authorized expenditures by Sun Valley Events, Inc. at the date of termination shall be refunded to Ketchum within twenty (20) days.

5. **Independent Contract/No Partnerships or Employee Relationship.**

(a) By executing this Agreement, the Parties do not intend to create a partnership, joint venture, agency employee/employer relationship or any other relationship other than that of Independent Contractor. Neither Party shall have the power to bind the other in any manner whatsoever.

(b) In rendering the services contemplated by this Agreement, Sun Valley Events, Inc. is at all times acting as an Independent Contractor and not as an employee of City of Ketchum. Sun Valley Events, Inc. shall have no rights or obligations as an employee by reason of the Agreement, and City of Ketchum shall not provide Sun Valley Events, Inc. with any employee benefits, including without limitation, any City of Ketchum sponsored retirement, vacation or health insurance program.

(c) Except as set forth in the Addenda to this Agreement, City of Ketchum shall not exercise any control whatsoever over the manner in which the Sun Valley Events, Inc. performs the obligations contemplated herein.

(d) Sun Valley Events, Inc. may perform services similar in nature to the services contemplated in this Agreement for other individuals and entities during the term of this Agreement.

(e) City of Ketchum shall not withhold any local, state, or federal payroll or employment taxes of any kind from any compensation paid to Sun Valley Events, Inc. Sun Valley Events, Inc. hereby warrants and represents that it will pay all such employment and payroll taxes, if any, and hereby releases, holds harmless and indemnifies City of Ketchum and the directors, officers, members, employees and agents thereof from any and all costs, expenses or liability of any kind whatsoever that may be incurred as a result of Sun Valley Events, Inc.'s failure to pay such payroll or employment taxes.

6. **Assignment.** Neither Party shall assign any of its rights and/or obligations under this Agreement to any other person or entity.

7. **Representations and Warranties by Sun Valley Events, Inc.** Sun Valley Events, Inc. hereby represents and warrants to City of Ketchum as follows:

(a) Sun Valley Events, Inc. has the knowledge, experience and expertise and office equipment resources necessary to promote, organize, manage, coordinate and produce Wagon Days.

(b) City of Ketchum shall retain proprietary rights over all Wagon Days electronic and physical records and files, mailing lists, ideas, contracts and other items relating to the event.

(c) **Public Records.** Sun Valley Events, Inc. 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 Sun Valley Events, Inc. for Ketchum, regardless of physical form or characteristics may be public records pursuant to Idaho Code Section 9-337 *et seq.* Sun Valley Events, Inc. further acknowledges that, subject to certain limitations, the public may examine and take a copy of all such public writings and records. Accordingly, Sun Valley Events, Inc. shall maintain such writings and records in such a manner that they may readily identified, retrieved and made available for such inspection and copying.

(d) Sun Valley Events, Inc. shall provide all Wagon Days materials to City of Ketchum immediately upon request.

(e) Sun Valley Events maintains no control over the personnel, equipment or operation of any airline, surface carrier, bus or limousine company, transportation company, hotel, restaurant, venue, audiovisual, staging, lighting, décor, entertainment or other person, corporation or other entity furnishing services or products connected to the event and that all such suppliers are independent contractors.

8. **Default.** In the event either Party hereto defaults in its performance of any of the obligations created hereunder, the other Party may pursue any and all remedies whether at law or equity, including without limitation terminating this Agreement.

9. **Voluntary Agreement.** This Agreement is freely and voluntarily entered into by each of the Parties. The Parties acknowledge and agree that each has been represented in the negotiation of this Agreement by counsel of its own choosing or has had an opportunity and ability to obtain such representation, that it has read this Agreement or had it read to it, that it understands this Agreement, and that it is fully aware of the contents and legal effects of this Agreement.

10. **Binding Agreement.** The provisions of this Agreement shall be binding upon, and shall obligate, extend to, and inure to the benefit of, each of the legal successors, assigns, transferees, grantees, and heirs of each of the Parties, and all persons who may assume any or all of the above-described capacities subsequent to the execution of this Agreement.

11. **Meditation.** Should a dispute arise and is not resolved by the Parties, the Parties shall first proceed in good faith to submit the matter to non-binding mediation with a mediator licensed in the State of Idaho. Upon completion of one attempt at mediation, either party may

pursue any available legal or equitable remedy.

12. **Attorneys' Fees and Costs.** In the event that any of the Parties is required to incur attorneys' fees and/or costs to enforce or interpret any provision of this Agreement or is required to defend any action brought by any of the Parties, based on, arising from or related to this Agreement, the unsuccessful Parties agree to pay to the prevailing Parties their reasonable actual costs and attorneys fees, whether or not litigation is actually commenced and including reasonable attorney fees and costs on appeal.

13. **Entire Agreement.** This Agreement contains the final, complete, exclusive, and entire agreement and understanding between the Parties on this topic and supersedes and/or replaces any and all prior negotiations, proposed agreements, and agreements, whether written or oral on such topic.

14. **Modification.** This Agreement may not be modified except by a writing signed by all Parties affected by such purported modification.

15. **Waiver.** In the event of any default hereunder by either Party, if the other Party fails or neglects for any reason to demand full performance, such failure or neglect shall not be deemed to be a waiver of the right to demand full performance or a waiver of any cause of action, or as a waiver of any of the covenants, terms or conditions of this Agreement or of the performance thereof. None of the covenants, terms or conditions of this Agreement can be waived by either Party hereto except in a signed writing.

16. **Severability.** In the event that any portion of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining portions of this Agreement and the application thereof shall not in any way be affected thereby.

17. **Interpretation.**

a. Whenever in this Agreement the context may so require, the neuter gender shall be deemed to refer to and include the masculine and the feminine, the singular number shall be deemed to refer to and include the plural, and vice versa.

b. This Agreement is the result of negotiations, and no Party shall be deemed to have drafted this Agreement for purposes of construing any portion of the Agreement for or against any Party.

c. The descriptive headings in this Agreement are included for convenience of reference and are not intended to affect the meaning or construction of any of the provisions herein.

d. Any exhibit attached hereto shall be deemed to have been incorporated herein by this reference as if set forth herein at length.

18. **Time is of the Essence.** Time is hereby made expressly of the essence in every term.

19. **Governing Law and Jurisdiction.** This Agreement shall in all respects be interpreted, enforced, and governed by and under the laws of the State of Idaho without giving effect to its conflicts of law provisions. The Parties each expressly agree to the appropriateness of and consent to the venue and jurisdiction of the State of Idaho in the County of Blaine and all state and federal courts having geographical jurisdiction for such County as the exclusive forum for the purposes of any action to enforce or interpret this Agreement.

20. **Capacity to Execute.** Each of the Parties, and each person signing this Agreement, represents and warrants that it and its representative(s) executing this Agreement on its behalf each has the authority and capacity to execute this Agreement.

21. **Counterparts.** The Parties may execute this Agreement, and any modification(s) hereof, in two or more counterparts, which shall, in the aggregate, be signed by all of the Parties. Each counterpart shall be deemed an original instrument as against any Party who has signed it. A faxed copy of the signature of any of the Parties shall have the same force and effect as an original signature of such Party.

22. **Indemnification.** City of Ketchum shall indemnify and hold harmless Sun Valley Events and its directors, agents and employees free, clear and harmless, from and against any and all losses, liabilities, costs, expenses (including amounts paid in settlements and reasonable attorney's fees), claims, penalties, judgments and damages, resulting from or arising out of, by reason of any act, omission or negligence of the City of Ketchum or its respective agents, employees or contractors in any way connected with or arising out of any accident, injury or damage, any breach of representation, injury to person or property, any activity conducted or action taken by Sun Valley Events, directly or indirectly, in conjunction with this Agreement. Sun Valley Events, Inc. shall indemnify and hold harmless Ketchum and its directors, agents and employees free, clear and harmless, from and against any and all losses, liabilities, costs, expenses (including amounts paid in settlements and reasonable attorney's fees), claims, penalties, judgments and damages, resulting from or arising out of, by reason of any act, omission or negligence of Sun Valley Events, Inc. or its respective agents, employees or contractors in any way connected with or arising out of any accident, injury or damage, any breach of representation, injury to person or property, any activity conducted or action taken by the City of Ketchum, directly or indirectly, in conjunction with this Agreement.

WHEREFORE, the Parties have executed this Agreement on the day and year set out next to each of their signatures

CITY OF KETCHUM

SUN VALLEY EVENTS, INC.

\_\_\_\_\_  
Randy Hall, Mayor

\_\_\_\_\_  
Heather LaMonica Deckard, Director

\_\_\_\_\_  
Ellen Gillespie, Director

ATTEST:

\_\_\_\_\_  
Sandra E. Cady, CMC  
City Treasurer/Clerk



# ADDENDUM 1

## WAGON DAYS RESPONSIBILITY OUTLINE

### SUN VALLEY EVENTS, INC.

#### General Event Management

- Project management: plan, direct, develop and coordinate scope and production of Wagon Days activities
- Develop, organize, and direct steering committee
- Organize event staffing
- Organize event recap meeting

#### Administration

- Steering Committee: recruit members, organize meetings & develop agendas, send out meeting notices and minutes
- Create action plan and outline responsibilities
- Develop & coordinate distribution of event correspondence (parade entry forms, thank you letters, notices, sponsor & participant letters)

#### Financials

- Prepare proposed budget
- Approve payables/receivables
- Reconciliation

#### Database

- Input new and maintain database of parade participants, committee, sponsors, etc.

#### Database Sponsorship Program

- Define sponsorship levels and target potential sponsors
- Solicit and procure national, regional, local and in-kind sponsors
- Sponsor management

#### Parade Management

- Solicit & procure parade participants
- Coordinate entry and confirmation mailings

- Coordinate judging of parade
- Coordinate parade route F&B vendors
- Coordinate announcing stands
- Coordinate post-parade picnic
- Coordinate sponsor recognition via signs, announcing stands, etc.

### **Marketing and Promotion**

- Develop marketing/pr campaign with SVMA
- Conduct interviews with media
- Coordinate with WD participants and set up interviews with media
- Work with steering committee to distribute posters/programs in key markets
- Coordinate banner display
- Coordinate information distribution
- Oversee the development of a new web site linked to SVMA and Ketchum web sites

### **Brochure/Events Schedule Development**

- Monitor, collect and input all program content: descriptions, editing, and advertising copy/art work
- Work with copy writer for presentation copy
- Organize schedule of events (times & locations)
- Develop and oversee brochure layout, artwork, printing and proofing

### **Program/Brochure Development**

- Provide review/edit as needed

### **Souvenirs**

- Develop and oversee printing and production of poster, t-shirts and buttons
- Organize sales and distribution of souvenir items
- Organize vendors for parade

### **On-Site production**

- Oversee and coordinate activities as needed
- Oversee signage at venue and directing to events
- Oversee staffing and monitor venues
- Manage breakdown and event strike

# City of Ketchum, Idaho

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



January 2, 2013

Mayor Hall and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Hall and City Councilors:

## Consideration of Anti-Discrimination Ordinance for the City of Ketchum

**INTRODUCTION:** Under current law anyone can be fired, denied housing or public accommodation solely because of his or her sexual orientation or gender identity/expression. While state and federal laws prohibit discrimination in the areas of employment, public accommodation, and housing on the basis of race, color, age, sex, national origin, and/or disability, there are no such protections against discrimination on the basis of sexual orientation or gender identity/expression. Following in the wake of numerous cities in twenty-one states<sup>1</sup>, several cities in Idaho are either considering or have adopted an anti-discrimination ordinance. The attached Anti-Discrimination Ordinance would protect all people in Ketchum against discrimination based on those qualities.<sup>2</sup> The ordinance would not create quotas, special treatment or special protections for one group.

Meant to bolster state / federal law; not to supplant it, the ordinance should not be construed as supporting or advocating any particular doctrine, position, point of view, or religious view. To the contrary, it is the intention of this ordinance that all persons are treated fairly and equally in the City of Ketchum. Emulating the policies articulated in cities such as Sandpoint and Boise, the ordinance was designed with four main priorities:

1. Education – allow the parties to recognize that they may have a problem and encourage

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<sup>1</sup> More than 125 cities and counties and 21 states, including Washington, have laws prohibiting discrimination in employment, housing and public accommodations based on sexual orientation. Sixteen of those states, including Washington, also ban discrimination based on gender identity.

In 2008, the Boise State University public policy survey queried Idahoans about whether they thought it should be illegal to fire someone because they are, or are perceived to be, gay or lesbian. Sixty-three percent said yes.

Following a public hearing on November 13, 2012, the Boise City Council will consider the adoption of Ordinance No. O-36-12 on December 4; interestingly at the Statehouse. Boise's proposed ordinance follows in the wake of the City of Sandpoint's antidiscrimination ordinance.

The City of Sandpoint based their ordinance on the cities of Berwyn, IL, Charleston, SC, City of Chicago, IL, Denver, CO, Fort Worth, Texas, Havorford Township, PA, Indianapolis, IN, Kalamazoo, MI, Logan, UT, Tennessee Equality Project, West Valley City, Utah, York, PA, See also *City of Atlanta v. McKinney*, 454 SE2d 517; Antidiscrimination Law Treatise [http://www.law.gmu.edu/assets/files/publications/working\\_papers/00-39.pdf](http://www.law.gmu.edu/assets/files/publications/working_papers/00-39.pdf) and <http://www.lambdalegal.org/>.

<sup>2</sup> As required by federal and state law, the ordinance would not apply to religious organizations, certain private associations whose expressive associations would be burdened by the ordinance (such as the Boy Scouts), government agencies with offices within the City and some specific housing situations.

- change;
2. Mediation – get the parties to compromise and resolve any problems;
  3. Citation – investigate and issue a citation for violation of the ordinance;
  4. Prosecution – City Attorney is the last gatekeeper/negotiator before it goes to court.

The emphasis of the ordinance is primarily on mediation and education; i.e. to foster an environment where employers, landlords, and business owners can modify their policies and procedures for the better good; not to prosecute local business people. Thus, the Ordinance has a very important mediation component which may serve to keep a criminal charge from being filed. If mediation is unsuccessful, violations would be prosecuted as misdemeanors, though prosecutors would have the option to reduce the charge to an infraction if the defendant takes remedial measures, trains employees or otherwise conforms his/her conduct.

The City of Ketchum may wish to provide a forum (a committee) wherein the City hosts a potential settlement opportunity for resolution of such claims short of turning to the courts. This is not required. However, the city's ordinance does not and may not supplant an individual's private, civil cause of action against an employer for discrimination. Basically, the proposed ordinance mirrors approximately twenty-five (25) similar ordinances wherein the cities desired to take a positive political stance on discrimination while not running afoul of state and federal legislation. While these ordinances have not been tested in the Courts in Idaho as yet, the ordinance has been carefully drafted.

**FISCAL IMPACT/BUDGET IMPLICATIONS:** The resources required to enforce this ordinance will largely depend upon how many complaints are made to the Police Department. The complaints will be received and investigated by the Police Department and the administrative process as well as possible prosecution by the Ketchum City Prosecutor. The ancillary costs will be the time and effort in administering the mediation / hearing process. It is anticipated that current staffing will be sufficient to properly administer and enforce the ordinance.

**ATTACHMENTS:** Proposed Ordinance

**RECOMMENDATION:** Approval

**SUGGESTED MOTION:** "Pursuant to Idaho Code §50-902, I move for the second reading of Ordinance Number 1102, amending Title 9, Ketchum Municipal Code by addition a new chapter, 9.24 entitled Discrimination Prohibited, and scheduling of a third reading for January 22, 2013."

Sincerely,

Paul J. Fitzer  
Ketchum City Attorney

ORDINANCE NO. 1102

AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, ENACTING A NEW SECTION TO THE KETCHUM MUNICIPAL CODE TITLE 9.24, TO PROHIBIT DISCRIMINATORY ACTS IN HOUSING, EMPLOYMENT AND PUBLIC ACCOMMODATIONS BASED UPON SEXUAL ORIENTATION AND GENDER IDENTITY/EXPRESSION; ESTABLISHING A PURPOSE AND POLICY DECLARATION; ESTABLISHING DEFINITIONS; ENUMERATING PROHIBITED DISCRIMINATORY ACTS; PROVIDING EXCEPTIONS; ESTABLISHING A HUMAN RIGHTS BOARD; PROVIDING DUE PROCESS INCLUDING MEDIATION, INVESTIGATION, AND HEARING; PROVIDING A PENALTY PROVISION; CLARIFYING THAT THIS ORDINANCE DOES NOT CREATE A PRIVATE RIGHT OF ACTION; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE, APPROVING A SUMMARY OF THE ORDINANCE; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, it is the policy and intent of the City of Ketchum that no person be denied equal protection of the laws; nor shall any person be discriminated against because of his or her sexual orientation or gender identity/expression; and

**WHEREAS**, state and federal laws prohibit discrimination in the areas of employment, public accommodation, and housing on the basis of race, color, age, sex, national origin, and/or disability, but there are no such protections against discrimination on the basis of sexual orientation or gender identity/expression; and

**WHEREAS**, nothing contained herein should be construed as supporting or advocating any particular doctrine, position, point of view, or religious view. To the contrary, it is the intention of this ordinance that all persons are treated fairly and equally in the City of Ketchum.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF KETCHUM:**

**Section 1:** That Title 9.24, Ketchum City Code, entitled "DISCRIMINATION PROHIBITED" be and hereby is enacted as follows:

**9.24.010: PURPOSE AND DECLARATION OF POLICY**

- A. In order to ensure that all persons, regardless of sexual orientation, gender identity/expression enjoy the full benefits of citizenship and are afforded equal opportunities for employment, housing, commercial property, and the use of public accommodations, the City of Ketchum has determined that discrimination on the basis of sexual orientation and gender identity/expression must be addressed, and appropriate legislation be enacted.
- B. It is hereby declared that every individual in the City of Ketchum has the right to work and earn wages through gainful employment, has the right to seek housing, and has the right to enjoy public accommodation and hospitality.
- C. It is hereby declared to be the public policy of the city of Ketchum to foster the employment of all individuals in accordance with their abilities. Every individual has the right to work and earn wages through gainful employment. Discriminatory employment practices are detrimental because they impede the social and economic progress of a city by preventing all of the city's citizens from contributing to the cultural, spiritual, social, and commercial life of the community. The contributions of all the citizens of the City of Ketchum are essential to the City's growth, vitality, and prosperity.
- D. It is the intention of this section that all persons be treated fairly and equally, and it is the express intent of this section to guarantee fair and equal treatment under the law to all people of the city of Ketchum. The

denial of fair and equal treatment under the law due to sexual orientation or gender identity/expression is detrimental to the health, safety, and welfare of the city's citizens, and damages a city's economic well-being.

- D. This section shall be deemed an exercise of the police power of the city of Ketchum for the protection of the public welfare, prosperity, health and peace of the city of Ketchum, its residents and the community.
- E. The prohibitions against discriminatory acts as provided for in this section are intended to supplement state and federal civil rights law prohibiting discrimination in the areas of employment, public accommodations, and housing. For complaints alleging discrimination on a basis proscribed under state or federal law (e.g., race, color, religious creed, ancestry, age, sex, national origin, and/or disability) the complainant is advised of their right to file their complaint alleging a violation of Idaho Code section 18-7301 et. seq., and/or his or her right to file a complaint with the Idaho Commission on Human Rights and/or the Federal Equal Employment Opportunity Commission pursuant to Title VII of the Civil Rights Act of 1964 as amended, the Fair Housing Act of 1968 as amended, or the Americans with Disabilities Act of 1990 as amended.
- F. No power or duty granted hereunder to the human relations review board is intended to exceed nor shall it be construed as exceeding those powers and duties granted to the Idaho commission on human rights, Idaho Code 67-5901 et seq.

#### 9.24.020: DEFINITIONS

- A. ANY PERSON: Shall be construed to include the city and any owner/employer, lessee, proprietor, manager, agent, employee, whether one or more natural persons, partnerships, associations, organizations, corporations, companies, cooperatives (including its officers and/or board of directors), boards and commissions, engaged in or exercising control over the operation of any business, place of public resort, accommodation, assemblage or amusement in the city of Ketchum.
- B. "DENY" is hereby defined to include any act which directly or indirectly, by any person or his agent or employee, that results or is intended or calculated to result in whole or in part in any discrimination, distinction, restriction, or unequal treatment. It also includes, but is not limited to, the requiring of a person to pay a larger sum than the uniform rates charged other persons, or the refusing or withholding from persons the admission, patronage, custom, presence, frequenting, dwelling, staying, or lodging in any place of public resort, accommodation, assemblage, or amusement except for conditions and limitations established by law and applicable alike to all persons, regardless of sexual orientation, gender identity/expression.
- C. "DISCRIMINATION" is any direct or indirect exclusion, distinction, segregation, limitation, refusal, denial, or other differentiation in the treatment of a person because of a person's actual or perceived sexual orientation or gender identity or because of a person's association with any such person. Discrimination shall not be interpreted to require or to grant or accord any preferential treatment to any person because of that person's sexual orientation or gender identity/expression.
- C. "FULL ENJOYMENT OF" shall be construed to include, but not be limited to, the right to use or purchase real property, any service, commodity or article of personal property offered or sold on, or by, any establishment to the public, and the admission of any person to accommodations, advantages, facilities or privileges of any place of public resort, accommodation, assemblage or amusement, without acts directly or indirectly causing persons of any particular sexual orientation, gender identity/expression to be treated as not welcome or accepted.
- D. "GENDER EXPRESSION/IDENTITY" means a gender related identity, appearance, expression or behavior of an individual regardless of a person's assigned sex at birth.
- E. "HOUSING ACCOMMODATION" is a building or portion of a building, whether constructed or to be constructed, that is or will be used as the home, domicile, residence, or sleeping quarters of its occupants.

- F. "HUMAN RELATIONS REVIEW BOARD" shall be a quasi-judicial group consisting of three (3) or more persons appointed by the mayor to process complaints and determine if prohibited discriminatory acts have occurred in the city of Ketchum.
- G. "PLACE OF PUBLIC RESORT, ACCOMMODATION, ASSEMBLAGE OR AMUSEMENT" includes, but is not limited to any public place, licensed or unlicensed, kept for gain, hire or reward, or where charges are made for admission, service, occupancy or use of any property or facilities, whether conducted for the entertainment, housing or lodging of transient guests, or for the benefit, use or accommodation of those seeking health, recreation or rest, or for the sale of goods and merchandise, or for the rendering of personal services, or for public conveyance or transportation on land, water or in the air, including the stations and terminals thereof and the garaging of vehicles, or where food or beverages of any kind are sold for consumption on the premises, or where public amusement, entertainment, sports or recreation of any kind is offered with or without charge, or where medical service or care is made available, or where the public gathers, congregates, or assembles for amusement, recreation or public purposes, or public halls, public elevators and public washrooms of buildings and structures occupied by two or more tenants, or by the owner and one or more tenants, or any public library or any educational institution wholly or partially supported by public funds, or schools of special instruction, or nursery schools, or day care centers or children's camps; nothing herein contained shall be construed to include, or apply to, any institute, bona fide club, or place of accommodation, which is by its nature distinctly private, provided that where public use is permitted that use shall be covered by this section; nor shall anything herein contained apply to any educational facility operated or maintained by a bona fide religious or sectarian institution.
- H. SEXUAL ORIENTATION: Actual or perceived homosexuality, heterosexuality and/or bisexuality.

**9.24.030: PROHIBITED DISCRIMINATORY ACTS**

The following acts are prohibited and constitute a misdemeanor punishable in accordance with Idaho Code 18-113:

- A. To deny to any other person because of sexual orientation and/or gender identity/expression the right to work: (a) by failing or refusing to hire, (b) by discharging, (c) by barring from employment, (d) by discriminating against such person in compensation or in other terms or conditions of employment, or (e) otherwise discriminating against an individual with respect to employment.
- B. To deny to or to discriminate against any person because of sexual orientation and/or gender identity/expression the full enjoyment of any of the accommodations, advantages, facilities or privileges of any place of public resort, accommodation, assemblage, or amusement.
- C. To deny to or discriminate against any other person because of sexual orientation and/or gender identity/expression in the sale, purchase, lease or rental of any housing accommodation, or to otherwise discriminate in the terms and conditions, maintenance, improvement or repair of any housing accommodation.
- D. To discriminate against, harass, threaten, harm, damage, or otherwise penalize another person for opposing an unlawful practice, for filing a complaint, for assisting, or participating in any manner in the investigation, or in mediation under this section.
- E. Aiding, abetting, inciting, compelling or coercing the doing of any act declared by this section to be an unlawful practice, or obstructing or preventing any person from complying with the provisions of this section

**9.24.040: EXCEPTIONS**