

RESOLUTION NUMBER 02-016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS WITH EIGHT SEPARATE INDEPENDENT CONTRACTORS TO PERFORM AND COMPLETE SNOW REMOVAL SERVICES FOR THE CITY.

WHEREAS, it is the policy for the Ketchum Street Department to maintain the city streets in as safe a condition as possible during the winter months, depending upon available budget, manpower and equipment; and

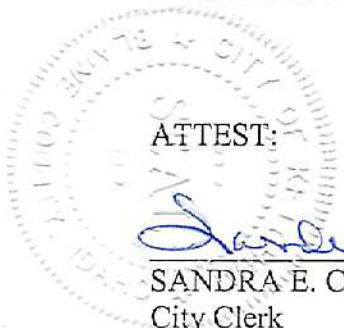
WHEREAS, the City desires to employ Contractors as independent contractors to perform and complete snow removal work for the City.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Ketchum, Idaho:


1. That the City Council of the City of Ketchum hereby finds that said Agreements (**See Exhibit A.**) are in the best interest of said City and the inhabitants thereof in order to protect and promote the public health, safety and welfare; and, that
2. said Agreements are in accordance with and authorized by the laws of the State of Idaho.
2. The City Council of the City of Ketchum, Idaho, hereby authorizes and instructs the Mayor of said City to execute Independent Contractor Snow Hauling Agreements for the winter months of 2002–2003, terminating May 1, 2003, with the following Contractors:

Clark Monk Excavation  
Joe's Backhoe Service  
KD Excavation  
Shannon Erwin Excavation  
Ron Hibbard  
Peterson Trucking  
Burks Excavation  
KATCO Excavation

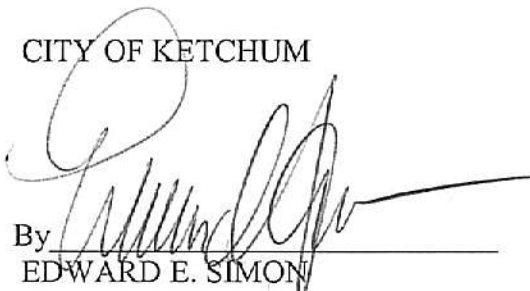
DATED this 18<sup>th</sup> day of November, 2002.



ATTEST:

  
SANDRA E. CADY  
City Clerk

CITY OF KETCHUM

  
By \_\_\_\_\_  
EDWARD E. SIMON  
Mayor

THE BOARD OF SUPERVISORS OF THE COUNTY OF KANE, ARIZONA, DO HEREBY CERTIFY THAT THE FOLLOWING IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS FILED IN THE OFFICE OF THE COUNTY CLERK ON THIS DATE:

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE BY THE FOLLOWING DATE AND AUTHORITY:

DATE: 01/27/2009 AUTHORITY: 48 CFR 101-11.6

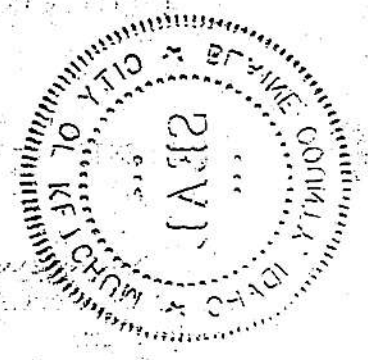
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*[Handwritten signature]*



## INDEPENDENT CONTRACTOR SNOW HAULING AGREEMENT

THIS AGREEMENT is made between the CITY OF KETCHUM, IDAHO, a municipal corporation of the State of Idaho (hereinafter the "City") and SAMPLE CONTRACT doing business as \_\_\_\_\_, (HEREINAFTER the "CONTRACTOR").

### THE PARTIES AGREE AS FOLLOWS:

1. **AGREEMENT.** The City hereby employs the Contractor as an independent contractor to perform and complete the following work:
  - a. **Procedure**
    - i. The Contractor will provide drivers, trucks, and trailers necessary to haul snow from City designated streets.
    - ii. The City will place the snow in the Contractor's trucks and trailers.
    - iii. The Contractor's drivers will haul the snow in the Contractor's trucks and trailers to a City designated snow dump.
  - b. **Duties**
    - i. The Contractor's trucks and trailers will use only biodegradable truck and trailer bed liner materials to provide for any non-stick surface.
    - ii. The Contractor shall provide all materials and services to complete and perform said work in accordance with the terms identified in this Agreement.
    - iii. The City will make all reasonable efforts to work until all of the snow is hauled, however, the City may choose to take a break before all of the snow is hauled.
    - iv. The City will not provide meals to the Contractor during breaks.
    - v. The Contractor is solely responsible for freeing any of his vehicles that become stuck.
2. **WAIVER** If the Contractor requests the City's assistance in any matter and the City is able and willing to assist the Contractor the Contractor hereby agrees to hold the City harmless and waives, releases, acquits, and forever discharges any and all claims against the City of Ketchum, and its employees from any and all actions, causes of action, claims, demands, damages, costs, loss of service, expenses and compensation, on account of, or in any way growing out of, any and all known and unknown property damage resulting or to result from the City's assistance.

### EXHIBIT A

1. **TIME OF PERFORMANCE.** The parties agree that the Contractor shall commence work on an "on call" basis and complete the work in a timely manner, as designated by the City Street Superintendent.
2. **TERMINATION.** This Agreement shall terminate May 1, 2003.
3. **COMPENSATION.** The City agrees to pay the Contractor as follows:
  - a. Rate**
    - i. The sum of Sixty dollars (\$60.00) per hour for a single truck.
    - ii. The sum of Seventy five dollars (\$75.00) per hour for a truck and trailer.
  - b. Time**
    - i. The Contractor shall receive compensation for up to thirty (30) minutes each way of travel time, not to exceed one hour total per truck per day.
    - ii. The Contractor shall only be paid during times of actual work as described in paragraph 1(a)(i) - (iii). The Contractor will not be paid during periods of breaks.
  - c. Duties**
    - i. The Contractor must submit a bill for services rendered to the City in order to receive compensation therefor.
4. **INDEPENDENT CONTRACTOR.** The parties agree that the Contractor is the independent contractor of the City and in no way an employee or agent of the City and is not entitled to workers compensation or any benefit of employment with the City. The City shall have no responsibility for the security or protection of, or damage to, the Contractor's supplies or equipment.
5. **WARRANTY.** The Contractor warrants that all equipment used to perform this Agreement will function safely, properly, and efficiently and that all services will be performed in a good workmanlike manner. In addition, the Contractor agrees that all of the Contractor's drivers are capable of operating a truck safely and efficiently in adverse or extreme road and weather conditions and that all drivers will be polite and professional at all times. The Contractor acknowledges that it will be liable for any breach of this warranty or agreement.
6. **INDEMNIFICATION.** The Contractor agrees to indemnify and hold the City harmless from and against all claims, suits, damages, costs, losses, and expenses, in any manner resulting from or arising out of the Contractor's, or the employee's or agent's of the Contractor, performance of the work described in this Agreement.

7. **REGISTRATION.** The Contractor agrees to maintain registration for all trucks and trailers used in the performance of this Agreement with the State of Idaho throughout the term of this Agreement. In addition, the Contractor agrees to furnish proof of said registration to the City prior to commencing work under this Agreement.
8. **INSURANCE.** The Contractor agrees to maintain public liability insurance in the amount of \$500,000.00 and workers compensation insurance from an insurance carrier licensed to do business in the State of Idaho, and furnish proof of said insurance to the City prior to commencing work under this Agreement.
9. **COMPLIANCE WITH LAWS.** The Contractor agrees to comply with all federal, state, city, and local laws, including the Department of Transportation's rules and regulations, 49 CFR Part 40 Drug Testing Program and the Omnibus Transportation Employee Testing Act of 1991. This Agreement does not relieve the Contractor of any obligation or responsibility imposed upon the Contractor by law.
10. **NOTICE.** All notices, requests, demands or other communication required or provided for under this Agreement shall be in writing and shall be deemed properly given upon being personally delivered, or two (2) days after mailing by certified mail, postage prepaid, return receipt requested. Notices to the City and the Contractor shall be addressed as follows:

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

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

11. **NON-ASSIGNMENT.** This Agreement, in whole or in part, may not be assigned or transferred by the Contractor to any other party except with the prior written consent of the City.
12. **AMENDMENTS.** This Agreement may only be changed, modified, or amended in writing executed by all parties.
13. **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.
14. **ATTORNEYS' FEES AND COSTS.** Should any action be brought to interpret or enforce any provision of this Agreement, or for damages for breach hereof, the prevailing party shall be entitled to such reasonable attorneys' fees and costs, as may be determined by any court of competent jurisdiction wherein such action is brought, including attorneys' fees and costs

on appeal and in any bankruptcy proceeding.

- 15. *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.
- 16. *INTERPRETATION OF DOCUMENTS.* This Agreement shall be liberally construed in accordance with the laws of the State of Idaho.
- 17. *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.
- 18. *EXECUTION.* 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.
- 19. *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.
- 20. *ACCEPTANCE.* The parties fully understand all of the provisions of this Agreement, and believe them to be fair, just, adequate, and reasonable, and accordingly accept the provisions of this Agreement freely and voluntarily.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

CITY

CONTRACTOR

By: \_\_\_\_\_  
MAYOR EDWARD SIMON

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

ATTEST:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Margaret J. Simms  
City Attorney

State of Idaho            )  
                                  )ss.  
County of Blaine         )

On this \_\_\_\_ day of \_\_\_\_\_, 2002, before me, the undersigned, Notary Public in and for said County and State, personally appeared EDWARD SIMON, known to me or proved to me upon satisfactory evidence to be the Mayor of the City of Ketchum, Idaho, and the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public for Idaho  
Residing at \_\_\_\_\_  
Commission expires: \_\_\_\_\_

State of Idaho            )  
                                  )ss.  
County of Blaine         )

On this \_\_\_\_ day of \_\_\_\_\_, 2002, before me, the undersigned, Notary Public in and for said State, personally appeared \_\_\_\_\_, known to me or proved to me upon satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public for Idaho  
Residing at \_\_\_\_\_  
Commission expires: \_\_\_\_\_