

RESOLUTION NUMBER 03-043

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH WOOD RIVER RIDESHARE FOR THIRTY EIGHT THOUSAND FIVE HUNDRED DOLLARS (\$38,500) THE PROVISION OF PROFESSIONAL SERVICES FOR THE 2003-2004 FISCAL YEAR.

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 Agreement is 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 said Agreement is 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 the Agreement with Wood River Rideshare for thirty eight thousand five hundred dollars (\$38,500) for the provision of professional services for the 2003-2004 fiscal year.

DATED this 6th day of October 2003.

CITY OF KETCHUM


EDWARD SIMON
Mayor


ATTEST:


Sandra E. Cady, CMC
City Clerk



INVESTIGATION REPORT

On the 15th day of June 1954, the undersigned was advised by the Bureau of the receipt of a letter from the State of Idaho, dated June 10, 1954, in which the following information was furnished:

The letter stated that the Idaho State Police had been advised by the Idaho State Highway Patrol that a certain individual had been observed driving a certain make and model of automobile on the highway near the town of...

The individual in question was described as being a male, of approximately 30 years of age, of medium build, with dark hair and eyes, wearing a dark suit and tie. The automobile was described as being a dark colored sedan, approximately 1952 model.

The Idaho State Police advised that they had been unable to identify the individual or the automobile at the time of the observation. It was suggested that the Bureau be advised of any information received regarding the individual or the automobile.



INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT made and entered into this 6th day of October 2003, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation (herein referred to as "Ketchum") and WOOD RIVER RIDESHARE, INC (herein referred to as "contractor").

WITNESSETH:

WHEREAS, the Ketchum Comprehensive Plan states as a goal to reduce the number of single occupancy vehicles and vehicle trips and promote alternative modes of transportation; and,

WHEREAS, Resolution Number 772 enacted a Transportation Improvement Goal for the City of Ketchum of no more than 17,600 average daily vehicles calculated annually; and,

WHEREAS, Transportation Demand Management is a transportation planning tool used nationally and internationally to help address congestion, capacity costs, traffic impacts, and limited mobility; and,

WHEREAS, recommended strategies for solving the County's traffic problems include support for Transportation Demand Management (TDM) strategies to help address congestion, capacity costs, traffic impacts and limited mobility; and

WHEREAS, the development of a Transportation Demand Management program in the Wood River Valley, that encompasses the broad range of Transportation Demand Management strategies, in conjunction with parking management, access management, high occupancy vehicle lanes, a regional transit system, and improved local service, will help reduce the impacts of congestion and pollution related to over-reliance on the single occupant vehicle and enhance the social, environmental and economic well-being of the residents and employees of Blaine County; and

WHEREAS, the objective of Wood River Rideshare is to reduce the growth in the number of vehicle trips and vehicle miles traveled along the Highway 75 corridor and within the town centers along the corridor, by encouraging carpooling, vanpooling, walking, bicycling, transit use, and telecommuting; by promoting TDM-oriented planning and development; and by working with various interests in the community to promote TDM

strategies and measures.

WHEREAS, Ketchum desires to contract with Wood River Rideshare for the purpose of providing Ketchum residents, employers and employees with professional transportation demand management services; and,

WHEREAS, Wood River Rideshare, desires to contract with Ketchum to provide said professional services,

NOW, THEREFORE, the parties hereto covenant and agree as follows:

1. SERVICES PROVIDED: Wood River Rideshare, as an independent contractor, hereby covenants and agrees to provide the professional services available to the residents and employees of the City of Ketchum, Idaho, as set forth in Exhibit A, attached hereto and made a part hereof by reference, for the period from the date of this Agreement through September 30, 2004. Contractor shall provide, at its sole expense, all costs of labor, materials, supplies, business overhead and financial expenses, insurance, all necessary equipment and facilities to provide the professional services as set forth in this Agreement.

2. INDEPENDENT CONTRACTOR: The parties agree that Contractor is the independent contractor of Ketchum and in no way an employee of Ketchum and, therefore, is not entitled to workers compensation or any benefit of employment with Ketchum. Ketchum shall have no control over the performance of this Agreement by Contractor, except to specify the time and place of performance. Contractor shall provide, at her sole expense, all costs of labor, materials, supplies, business overhead and financial expenses, insurance, all necessary equipment and facilities to provide the professional services as set forth in this Agreement.

3. COMPENSATION: Ketchum agrees to pay Contractor the sum of THIRTY EIGHT THOUSAND SEVEN HUNDRED AND FIFTY FOUR DOLLARS (\$38,500.00) for the services to be provided as set forth as follows:

- a. The sum of NINE THOUSAND SIX HUNDRED AND TWENTY FIVE DOLLARS (\$9,625.00) upon execution of this Agreement.
- b. The sum of NINE THOUSAND SIX HUNDRED AND TWENTY FIVE DOLLARS (\$9,625.00) on or before January 1, 2004.

c. The sum of NINE THOUSAND SIX HUNDRED AND TWENTY FIVE DOLLARS (\$9,625.00) on or before April 1, 2004.

d. The sum of NINE THOUSAND SIX HUNDRED AND TWENTY FIVE DOLLARS (\$9,625.00) on or before July 1, 2004.

4. NOTICES: All notices to be served pursuant to this Agreement or which are served with regard to this Agreement shall be in writing and shall be deemed delivered forty-eight (48) hours after depositing the notice in the United States mail , certified, postage prepaid, addressed to the parties hereto at their respective addresses identified as follows:

City of Ketchum
City Administrator
PO Box 2315
Ketchum, ID 83340

Wood River Rideshare
Executive Director
PO Box 244
Ketchum, ID 83340

5. EQUAL EMPLOYMENT OPPORTUNITY: Contractor covenants and agrees that it shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.

6. DEFAULT: The parties hereto covenant and agree that in the event Contractor fails, refuses or is unable to provide the professional services as set forth hereinabove, the same shall automatically terminate this Agreement. Furthermore, this Agreement shall likewise terminate if Contractor files a petition in bankruptcy or has a petition filed against it, or has any of its assets attached or is unable to pay its debts as the same become due.

7. NON-ASSIGNMENT: This Agreement, in whole or in part, may not be assigned or transferred by Contractor to any other party except with prior written consent of Ketchum.

8. HOLD HARMLESS AGREEMENT: Any contractual obligation entered into or assumed by Contractor, or any liability incurred by reason of personal injury and/or property damage in connection with or arising out of Contractor's obligations pursuant to this Agreement shall be the sole responsibility of Contractor. Contractor covenants and agrees to indemnify and hold Ketchum harmless from any and all claims or causes as set forth hereinabove, including, but not limited to, personal

injury, Contractor's contracts, property damage, civil rights, wage claims, labor disputes and employee complaints.

9. ENTIRE AGREEMENT: This Agreement contains the entire Agreement between the parties hereto and shall not be modified or changed in any manner, except by prior written agreement executed by the parties hereto. If any term or provision of this Agreement or application thereof shall be declared invalid or unenforceable by a Court of competent jurisdiction, the remained of this Agreement shall not be effected hereby and shall remain in full force and effect.

10. SUCCESSION: This Agreement shall be binding upon all successors in interest of either party hereto.

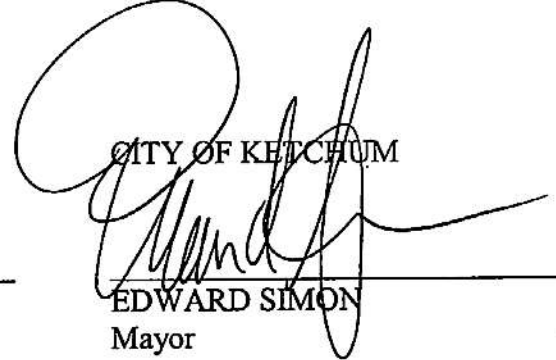
IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed on this day and year first written above.

WOOD RIVER RIDESHARE



BETH CALLISTER
Executive Director

CITY OF KETCHUM



EDWARD SIMON
Mayor

ATTEST:



SANDRA E. CADY, CMC
City Clerk

EXHIBIT A

Wood River Rideshare will provide the following services to the residents and employees of the City of Ketchum during the 2003-2004 fiscal year:

1. Ride matching service
2. Employer based and Community based incentive programs
3. Emergency Ride Home service
4. Outreach, educational, and promotional programs, materials and campaigns
5. Transportation Demand Management and alternative transportation related research and planning
6. Quarterly report on Wood River Rideshare program activities and accomplishments to be submitted to the City of Ketchum

The acting Executive Director of Wood River Rideshare, Inc., will perform the following job responsibilities:

- Develop, implement, manage and promote TDM programs and services for the Wood River Valley.
- Develop and implement public education and awareness programs and campaigns.
- Prepare articles, brochures and advertising media promoting TDM strategies.
- Coordinate special promotional events to promote alternative transportation.
- Coordinate program activities with advisory committees, government agencies, community organizations and citizens.
- Assist in the development of TDM, parking, transit, walking and bicycling related city and county ordinances, policies and programs.
- Assist in the development of TDM and alternative transportation components of city and county transportation plans and policies.
- Advocate for regional transit, HOV lanes, bicycle and pedestrian standards, improved biking and pedestrian facilities, increased opportunities for flex time and telecommuting, alternative transportation oriented land use and development, parking management and other city, county and state policies and plans that will improve the effectiveness of TDM programs.