

RESOLUTION NUMBER 04-084

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

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, recommended strategies for alleviating traffic problems in Ketchum and along Highway 75 include support for Transportation Demand Management (TDM) strategies to help address congestion, capacity costs, traffic impacts and limited mobility; and

WHEREAS, TDM encompasses a broad range of strategies that encourage the use of alternatives to driving alone and includes parking management, high occupancy vehicle lanes, a regional transit system, improved local transit service, to help reduce the impacts of congestion and pollution related to single occupant vehicle use and enhance the social, environmental and economic well-being of the residents and employees of the City of Ketchum and Blaine County; and

WHEREAS, the goals of Wood River Rideshare is to provide people with viable transportation options, establish and maintain an effective countywide multi modal transportation system to reduce the growth of traffic over time, be a resource for government jurisdictions and other organizations in solving transportation issues, work with the city, county and state to develop transportation options in a coordinated and efficient manner, increase public awareness of the impacts of individuals' transportation related decisions, and provide and encourage opportunities to reduce the number of vehicle trips taken in the valley.

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 programs; and,

WHEREAS, the City Council approved the General Fund budget for Fiscal Year 2004-2005 that includes \$38,500 for this purpose, and

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

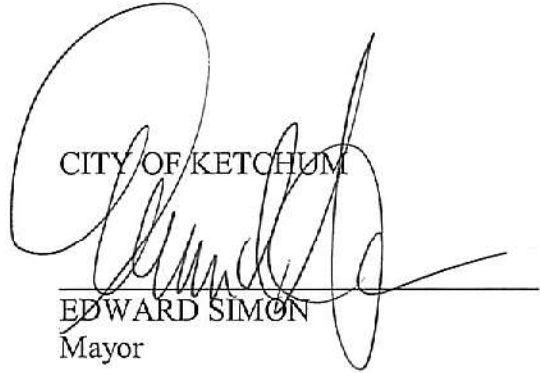
NOW THEREFORE, BE IT RESOLVED by the City Council that the Mayor is authorized to execute the Agreement with Wood River Rideshare for thirty eight thousand five hundred dollars (\$38,500) for the provision of professional services for the 2004-2005 fiscal year.

DATED this 18<sup>th</sup> day of October 2004.



ATTEST:

  
Sandra E. Cady, CMC  
City Clerk

  
CITY OF KETCHUM  
EDWARD SIMON  
Mayor

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## INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT made and entered into this 18th day of October 2004, 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, recommended strategies for alleviating traffic problems in Ketchum and along Highway 75 include support for Transportation Demand Management (TDM) strategies to help address congestion, capacity costs, traffic impacts and limited mobility; and

WHEREAS, TDM encompasses a broad range of strategies that encourage the use of alternatives to driving alone and includes parking management, high occupancy vehicle lanes, a regional transit system, improved local transit service, to help reduce the impacts of congestion and pollution related to single occupant vehicle use and enhance the social, environmental and economic well-being of the residents and employees of the City of Ketchum and Blaine County; and

WHEREAS, the goals of Wood River Rideshare is to provide people with viable transportation options, establish and maintain an effective countywide multi modal transportation system to reduce the growth of traffic over time, be a resource for government jurisdictions and other organizations in solving transportation issues, work with the city, county and state to develop transportation options in a coordinated and efficient manner, increase public awareness of the impacts of individuals' transportation related decisions, and provide and encourage opportunities to reduce the number of vehicle trips taken in the valley.

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 programs; 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, 2005. 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. Reports on activities and financials will be provided quarterly upon request.

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

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.

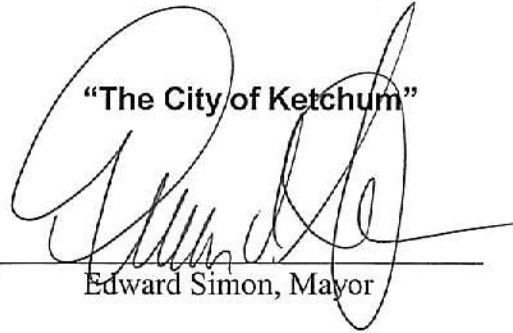
IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed on this day and year first written above.

**"Independent Contractor"**  
WOOD RIVER RIDESHARE



\_\_\_\_\_  
BETH CALLISTER  
Executive Director

**"The City of Ketchum"**



\_\_\_\_\_  
Edward Simon, Mayor



ATTEST:

  
\_\_\_\_\_  
SANDRA E. CADY, CMC  
City Clerk

City of Keokuk, Iowa

City of Keokuk, Iowa

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## EXHIBIT A

Wood River Rideshare will provide the following services to the residents and employees of the City of Ketchum during the 2005 fiscal year:

Assist planning staff to obtain Council's approval of strategies identified in the Community Core Parking Management Plan and further develop steps and costs to implement the approved strategies.

Outreach, educational, and promotional programs, materials and campaigns  
Ride matching service

Employer based and community based outreach and incentive programs

Emergency Ride Home program

Transportation related research and planning