

**RESOLUTION NUMBER 05-121**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE PEAK BUS IN THE AMOUNT OF \$33,000 TO PROVIDE REGULARLY SCHEDULED PEAK-HOUR BUS SERVICE IN THE BELLEVUE TO KETCHUM/SUN VALLEY CORRIDOR.

WHEREAS, pursuant to Idaho Code Sections 50-301, 50-302, 50-303 and 50-304, Ketchum has the authority to enter into contracts with outside agencies to provide services which are reasonably necessary to maintain the peace and promote the public health, safety and welfare of Ketchum's residents and visitors; and

WHEREAS, the Ketchum City Council adopted Resolution 03-068, establishing policies and procedures regarding outside agency requests to enter such contracts to provide such services; and

WHEREAS, the Peak Bus is such an outside agency, has satisfied the requirements of such policies and procedures and has offered to contract with Ketchum to provide regularly scheduled peak-hour bus service in the Bellevue to Ketchum/Sun Valley corridor in exchange for \$33,000 to pay for part of the cost of such services; and

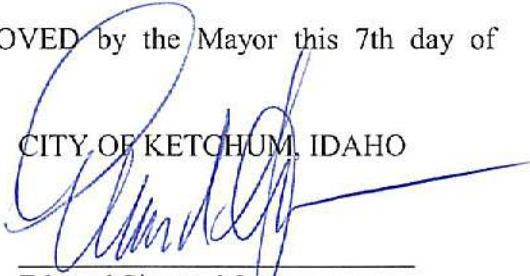
WHEREAS, Ketchum approved the Fiscal Year 2005-06 Budget, which included the amount of \$33,000 for the purpose of funding such contract with the Peak Bus; and

WHEREAS, it is deemed in the best interest of the public health, safety and welfare to contract with the Peak Bus to provide regularly scheduled peak-hour bus service in the Bellevue to Ketchum/Sun Valley corridor.


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 Mayor to execute an agreement with the Peak Bus in the amount of \$33,000 to provide regularly scheduled peak-hour bus service in the Bellevue to Ketchum/Sun Valley corridor.

PASSED by the City Council and APPROVED by the Mayor this 7th day of November 2005.

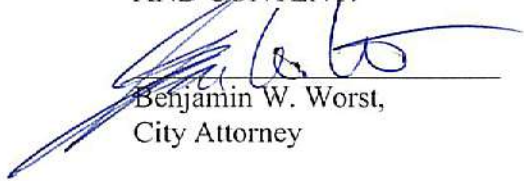
CITY OF KETCHUM, IDAHO

  
Edward Simon, Mayor

ATTEST:

  
Sandra E. Cady, CMC  
City Treasurer/Clerk

APPROVED AS TO FORM  
AND CONTENT:

  
Benjamin W. Worst,  
City Attorney

**CONTRACT FOR SERVICES**  
(City of Ketchum/Blaine County, Idaho)

THIS AGREEMENT is made and entered into this 12<sup>th</sup> day of December 2005, by and between the CITY OF KETCHUM, an Idaho municipal corporation (herein referred to as "Ketchum") and BLAINE COUNTY, IDAHO, a political subdivision of the State of Idaho (herein referred to as "Contractor").

RECITALS

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

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 of implementing a mass transit system such as the Peak Bus; and

WHEREAS, Ketchum desires to obtain and Contractor has offered to provide Ketchum residents, employers, and employees with professional transportation services using the Peak Bus.

NOW, THEREFORE, 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. Contractor shall provide professional public transportation services from Bellevue to Ketchum as needed subject to available resources using the Peak Bus available to the residents and employees of the City of Ketchum, Idaho. 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 (collectively the "Services").
3. Consideration. Ketchum agrees to pay Contractor the sum of THIRTY-THREE THOUSAND DOLLARS (\$33,000.00) upon execution of this Agreement for the services to be provided.
4. Waiver. If Contractor requests Ketchum's assistance in any matter and Ketchum is able and willing to assist Contractor, Contractor hereby agrees to hold Ketchum, its employees and elected officials harmless and waives, releases, acquits, and forever discharges and indemnifies Ketchum, its employees and elected officials from any and all

actions, causes of action, claims, demands, damages, costs, loss of service, expenses and compensation, in any manner related to or arising from such assistance. Such assistance shall be purely voluntary and this Paragraph 4 shall not create or imply the creation of any agreement or obligation on the part of Ketchum.

5. Time Of Performance. Contractor shall provide the Services in a professional and timely manner.

6. Term. This Agreement shall be effective as of the date first above written, and be in full force and effect until September 30, 2006, at which time it shall terminate and neither Party hereto shall have any continuing obligations to the other hereunder.

7. Independent Contractor. Ketchum and Contractor hereby agree that Contractor shall perform the Services exclusively as an independent contractor and not as employee or agent of Ketchum. The Parties do not intend to create through this Agreement any partnership, corporation, employer/employee relationship, joint venture or other business entity or relationship other than that of independent contractor. Contractor, its managers, members, directors, officers, shareholders, agents and employees shall not receive nor be entitled to any employment-related benefits from Ketchum including without limitation, workers compensation insurance, unemployment insurance, health insurance, retirement benefits or any benefit that Ketchum offers to its employees. Contractor shall be solely responsible for the payment of all payroll and withholding taxes for amounts paid to Contractor under this Agreement and for Contractor's payments for work performed in performance of this Agreement by Contractor's managers, members, directors, officers, shareholders, agents and employees; and Contractor hereby releases, holds harmless and agrees to indemnify Ketchum from and against any and all claims or penalties, including without limitation the 100% penalty, which in any manner relate to or arise from any failure to pay such payroll or withholding taxes.

8. Warranty. Contractor warrants that all equipment used to perform this Agreement will function safely, properly, and efficiently and that all services will be performed in a safe, professional and workmanlike manner.

9. Indemnification. Contractor agrees to indemnify and hold Ketchum harmless from and against all claims, suits, damages (including without limitation, damages to persons and property including deaths), costs, losses, and expenses, in any manner related to or arising from the acts or omissions of Contractor, its elected officials, agents, volunteers and employees.

10. Registration. Contractor agrees to maintain all registration, license and insurance as required by the laws and decisions of the State of Idaho throughout the term of this Agreement. Contractor shall furnish proof of said registration, license and insurance to Ketchum prior to performing any of the Services or being entitled to any pay there for.

11. Insurance. Contractor shall maintain public liability insurance in the amount

of \$500,000.00 and workers compensation insurance from an insurance carrier licensed to do business in the State of Idaho, and furnish proof of said insurance to Ketchum prior to performing any of the Services or being entitled to any pay there for

12. Compliance With Laws. Contractor, its managers, members, directors, officers shareholders, 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.

13. Notice. All notices, requests, demands or other communication required or provided for under this Agreement, other than instructions given by Ketchum pursuant to Paragraph 2 herein above shall be in writing. Notices to the Ketchum and the Contractor shall be addressed as follows:

**KETCHUM:**

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

**CONTRACTOR:**

BLAINE COUNTY  
ATTN: SARAH MICHAEL  
206 1<sup>ST</sup> AVENUE SOUTH, SUITE 300  
HAILEY, IDAHO 83333

14. Non-Assignment. Contractor hereby acknowledges that Ketchum has agreed to enter this Agreement based in part on Contractor's unique skills and reputation for professional work. Accordingly, Contractor may not assign or transfer in any manner this Agreement or any of Contractor's right, title or interest in or to this Agreement without the prior written consent of Ketchum which may be withheld for any reason.

15. Amendments. This Agreement may only be changed, modified, or amended in writing executed by all parties.

16. Headings. The headings in the Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

17. Attorney Fees And Costs. In the event that either party hereto is required to retain the services of an attorney to enforce any of its rights hereunder, the non-prevailing party shall pay to the prevailing party all reasonable costs and attorney fees incurred in such enforcement, whether or not litigation is commenced and including reasonable costs and attorney fees on appeal.

18. No Presumption. No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of the document.

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



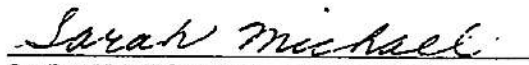
20. Entire Agreement. This Agreement contains the entire Agreement between the parties respecting the matters herein set forth and supersedes all prior Agreements between the parties hereto respecting such matter.

21. Execution and Fax Copies and Signatures. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

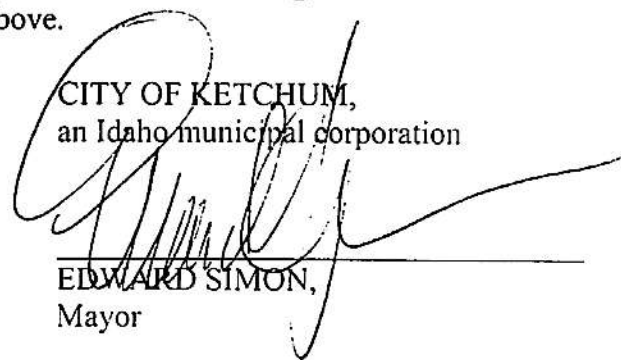
22. Authority. The parties executing this Agreement warrant, state, acknowledge, and affirm that they have the authority to sign the same and to bind themselves to the terms contained herein.

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

BLAINE COUNTY, IDAHO,  
a political subdivision of the State  
of Idaho

  
SARAH MICHAEL, Chairperson  
Board of County Commissioners


CITY OF KETCHUM,  
an Idaho municipal corporation

  
EDWARD SIMON,  
Mayor

ATTEST:

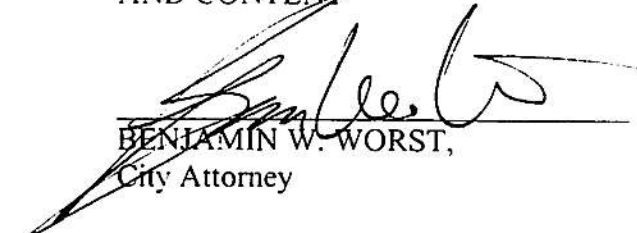
  
MARSHA REIMANN,  
County Clerk

ATTEST:

  
SANDRA E. CADY, CMC  
City Clerk



APPROVED AS TO FORM  
AND CONTENT

  
BENJAMIN W. WORST,  
City Attorney





**BARBI ROSS**  
LEGAL ASSISTANT TO CITY ATTORNEY

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CITY OF KETCHUM

480 EAST AVENUE NORTH - P. O. Box 2315  
KETCHUM, IDAHO 83340  
PHONE: (208) 726-7801 FAX: (208) 726-7845  
[brross@ketchumidaho.org](mailto:brross@ketchumidaho.org)

December 2, 2005

VIA FIRST CLASS MAIL

Ms. Sarah Michael, Chairperson  
Blaine County Commissioners  
206 1<sup>st</sup> Avenue South, Ste. 300  
Hailey, Idaho 83333

**RE: Contract for Services**

Dear Sarah,

Enclosed is a copy of the Peak Bus Contract for Services. Please sign the contract where indicated and return to the City of Ketchum. After all signatures are obtained, we will send you a copy of the contract as well as a check in the amount of \$33,000.

If you have any questions or I can be of further assistance, please feel free to call me at (208) 726-7801.

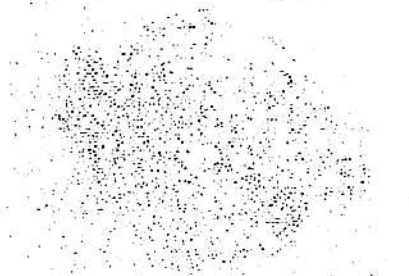
Sincerely,

A handwritten signature in black ink that reads "Barbi Ross".

Barbi Ross, ALS  
Legal Assistant to City Attorney

Enclosure

10-10-68



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