RESOLUTION NUMBER 05-122

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH WOOD RIVER RIDESHARE, INC., IN THE AMOUNT OF $38,500 TO PROVIDE KETCHUM RESIDENTS, EMPLOYERS, AND EMPLOYEES WITH PROFESSIONAL TRANSPORTATION DEMAND MANAGEMENT SERVICES AND PROGRAMS.

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, Wood River Rideshare, Inc. is such an outside agency, has satisfied the requirements of such policies and procedures and has offered to contract with Ketchum to provide Ketchum residents, employers and employees with professional transportation demand management services and programs in exchange for $38,500 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 $38,500 for the purpose of funding such contract with Wood River Rideshare, Inc.; and

WHEREAS, it is deemed in the best interest of the public health, safety and welfare to contract with Wood River Rideshare, Inc. to provide Ketchum residents, employers and employees with professional transportation demand management services and programs.

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 Wood River Rideshare, Inc. in the amount of $38,500 to provide Ketchum residents, employers and employees with professional transportation demand management services and programs.

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/Wood River Rideshare, Inc.)

THIS AGREEMENT made and entered into this 30 day of November 2005, by and between the CITY OF KETCHUM, an Idaho municipal corporation (herein referred to as "Ketchum") and WOOD RIVER RIDESHARE, INC., an Idaho non-profit corporation (herein referred to as "Contractor").

RECITALS

WHEREAS, Pursuant to Idaho Code §50-301 *et seq.*, Ketchum is 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 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 goal 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; and

WHEREAS, Ketchum desires to obtain and Contractor has offered to provide Ketchum residents, employers and employees with professional transportation demand management services and programs designed to reduce the volume of single occupancy vehicles in Ketchum and to promote alternative modes of transportation.

NOW, THEREFORE, the parties hereto covenant and 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. Wood River Rideshare, shall provide the following services:

a. 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.

b. Outreach, educational, and promotional programs, materials and campaigns.

c. Ride matching service.

d. Employer based and community based outreach and incentive programs.

e. Emergency Ride Home program.

f. Transportation related research and planning.

g. Determine suitability of vanpools for City and local employers. Research funding options and implementation process.

h. Reports on activities and financials will be provided quarterly upon request (collectively the "Services").

3. Consideration. In exchange for the Services, Ketchum shall pay Contractor THIRTY-EIGHT THOUSAND FIVE HUNDRED DOLLARS ($38,500.00) as follows:

a. NINE THOUSAND SIX HUNDRED AND TWENTY-FIVE DOLLARS ($9,625.00) upon execution of this Agreement.

b. NINE THOUSAND SIX HUNDRED AND TWENTY-FIVE DOLLARS ($9,625.00) on or before January 1, 2006.

c. NINE THOUSAND SIX HUNDRED AND TWENTY-FIVE DOLLARS ($9,625.00) on or before April 1, 2006.

d. NINE THOUSAND SIX HUNDRED AND TWENTY-FIVE DOLLARS ($9,625.00) on or before July 1, 2006.

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 managers, members, directors, officers, shareholders, 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:

WOOD RIVER RIDESHARE, INC.
ATTN: MICHELLE SHAFFER
POST OFFICE BOX 244
KETCHUM, IDAHO 83340

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.

WOOD RIVER RIDESHARE, INC.,
an Idaho non-profit corporation

Michelle C. Shaffer

MICHELLE SHAFFER,
Executive Director

CITY OF KETCHUM,
an Idaho municipal corporation

EDWARD SIMON,
Mayor

ATTEST:

Sandra E. Cady

SANDRA E. CADY, CMC
City Clerk

APPROVED AS TO FORM
AND CONTENT

BENJAMIN W. WORST,
City Attorney