

RESOLUTION NUMBER 06-027

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO, APPROVING A CONTRACT FOR SERVICES WITH FRONTIER HISTORICAL CONSULTANTS FOR THE COMPLETION OF AN APPLICATION FOR NOMINATION OF THE KETCHUM FOREST SERVICE PARK TO THE NATIONAL REGISTER OF HISTORIC PLACES, IN AN AMOUNT NOT TO EXCEED \$4,000, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SERVICES.

WHEREAS, the City of Ketchum is a Certified Local Government by the Department of Interior National Park Services and participates in and qualifies for a variety of state and federal grant programs that support historic preservation, and

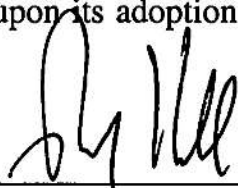
WHEREAS, the City of Ketchum, through the hard work of the Historic Preservation Commission, has been awarded a grant from the FY2006 Certified Local Government Grant Program in the amount not to exceed \$2,000 or 50% of the eligible costs, whichever is less, for the nomination of the City of Ketchum Forest Service Park to the National Register of Historic Places, and

WHEREAS, Ketchum mailed a Request for Proposals (RFP) to historic preservation consultants listed on the State list of qualified consultants to work on historic preservation projects in the State of Idaho funded with Federal funds, requesting proposals to assist the City in completing an application for nomination of the Ketchum Forest Service Park to the National Park Register of Historic Places; and

WHEREAS, the Ketchum Historic Preservation Commission selected Frontier Historical Consultants from seven (7) qualified consultants who submitted proposals to Ketchum;

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Ketchum, Idaho that the City Council hereby approves a contract for services with the Frontier Historical Consultants for the completion of an application for nomination of the Ketchum Forest Service Park to the National Register of Historic Places, in an amount not to exceed \$4,000, and authorizes the Mayor to execute said document on behalf of the City of Ketchum.


This Resolution will be in full force and effect upon its adoption this 6th day of March, 2006.

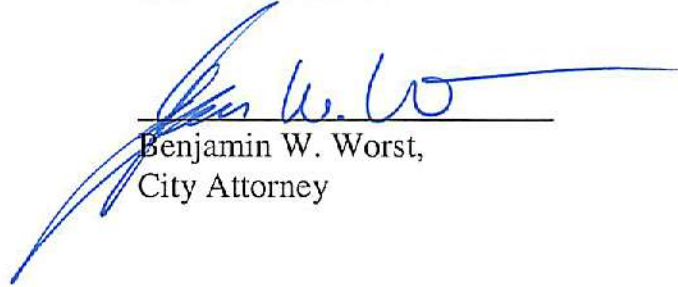


Randy Hall, Mayor

ATTEST:

APPROVED AS TO FORM
AND CONTENT:


Sandra Cady, CMC
City Treasurer/Clerk


Benjamin W. Worst,
City Attorney



[Faint handwritten text, possibly a signature or name]

[Faint handwritten text]



CONTRACT FOR SERVICES
(City of Ketchum/Frontier Historical Consultants, Inc.)

THIS AGREEMENT made and entered into this 27th day of March, 2005, by and between the CITY OF KETCHUM, an Idaho municipal corporation (herein referred to as "Ketchum") and FRONTIER HISTORICAL CONSULTANTS, Inc., an Idaho corporation (herein referred to as "Frontier").

RECITALS

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

WHEREAS, Ketchum applied for and received from the United States Department of the Interior/National Park Service through the Idaho State Historical Society a Fiscal Year 2006 Certified Local Government (CLG) Grant for \$2,000 with a Ketchum match of \$2,000 for a total of \$4,000; and

WHEREAS, Ketchum mailed a Request for Proposals (RFP) on November 22, 2005, to historic preservation consultants listed on the State list of qualified consultants to work on historic preservation projects in the State of Idaho funded with Federal funds; and

WHEREAS, the RFP was for an architectural historian to complete an application for nomination to the National Register of Historic Places for the historic Ketchum Administrative Site for the Sawtooth National Forest, commonly known as the Forest Service Park; and

WHEREAS, the Ketchum Historic Preservation Commission selected Frontier from seven (7) qualified consultants who submitted proposals to Ketchum on or before December 30, 2005.

AGREEMENT

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. The final product will meet the standards outlined in "Supplementary Manual for Completing National Register of Historic Places Nominations in Idaho" and the requirements outlined in the National Register Bulletin, "How To Complete the National Register Registration Form," and will consist of:
 - a. one (1) digital copy of the nomination on form 10-900 (available from the National Register Web-site);

- b. three (3) sets of original black and white photographs properly identified (one copy each for the Keeper of the National Register, SHPO, and the City of Ketchum);
- c. one (1) set of slides for use by SHPO;
- d. one (1) original USGS topographic map; and,
- e. one (1) sketch map of the entire site showing all identified features and the vantage point of each photograph submitted.

3. Consideration. Ketchum agrees to pay Frontier for the Services an amount not to exceed FOUR THOUSAND DOLLARS (\$4,000.00), as listed in Memorandum of Agreement between the City of Ketchum and the Idaho State Historical Society for grant monies awarded by the Fiscal Year 2006 Certified Local Government (CLG) Grant.

4. Time Of Performance. Frontier shall provide the Services in a professional and timely manner.

5. Independent Contractor. Ketchum and Frontier hereby agree that Frontier 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. Frontier, 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. Frontier shall be solely responsible for the payment of all payroll and withholding taxes for amounts paid to Frontier under this Agreement and for Frontier's payments for work performed in performance of this Agreement by Frontier's managers, members, directors, officers, shareholders, agents and employees; and Frontier 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.

6. Compliance With Laws. Frontier, 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 Frontier of any obligation or responsibility imposed upon Frontier by law.

7. 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 Ketchum and Frontier shall be addressed as follows:

KETCHUM:

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

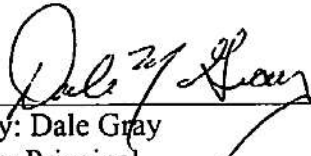
FRONTIER HISTORICAL CONSULTANTS:

FRONTIER HISTORICAL
CONSULTANTS, INC.
ATTN: DALE GRAY
24265 RIVER ROAD
GRAND VIEW, IDAHO 83624

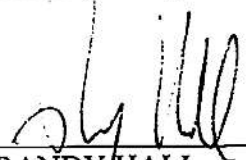
8. Non-Assignment. Frontier hereby acknowledges that Ketchum has agreed to enter this Agreement based in part on Frontier's unique skills and reputation for professional work. Accordingly, Frontier may not assign or transfer in any manner this Agreement or any of Frontier's right, title or interest in or to this Agreement without the prior written consent of Ketchum which may be withheld for any reason.
9. Amendments. This Agreement may only be changed, modified, or amended in writing executed by all parties.
10. 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.
11. 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.
12. 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.
13. Governing Law. This Agreement shall be governed by the laws and decisions of the State of Idaho.
14. 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.
15. 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.
16. 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.


FRONTIER HISTORICAL
CONSULTANTS, INC., an Idaho
corporation


By: Dale Gray
Its: Principal

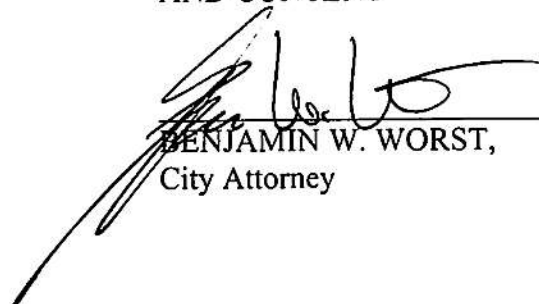
CITY OF KETCHUM, an Idaho
municipal corporation


RANDY HALL,
Mayor

ATTEST:


SANDRA E. CADY, CMC
City Clerk

APPROVED AS TO FORM
AND CONTENT


BENJAMIN W. WORST,
City Attorney