

REVISED
RESOLUTION NO. 06-URA3

A RESOLUTION OF THE KETCHUM URBAN RENEWAL AGENCY,
AUTHORIZING THE CHAIRMAN TO EXECUTE A CONTRACT FOR SERVICES
WITH THE TOM HUDSON COMPANY IN AN AMOUNT NOT TO EXCEED
\$175,500.

WHEREAS, pursuant to Idaho Code § 50-2007, an agency may execute contracts and other instruments necessary or convenient to the exercise of its powers under the Idaho Urban Renewal Law of 1965; and


WHEREAS, the City desires to obtain expert consulting services necessary to address the primary and secondary work areas for the Urban Renewal Agency; and

WHEREAS, the Tom Hudson Company has such expertise and has offered to provide such services in an amount not to exceed \$175,500.

NOW, THEREFORE, BE IT RESOLVED by the Chairman and Commissioners of the Ketchum Urban Renewal Agency that the Chairman is authorized and directed to execute a contract for services with the Tom Hudson Company in an amount not to exceed \$175,500.


This Resolution will be in full force and effect upon its adoption this 10th day of July, 2006.

KETCHUM URBAN RENEWAL AGENCY

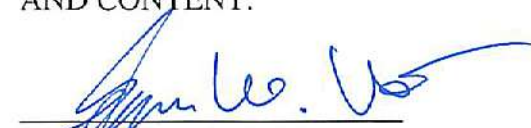


Randy Hall, Chairman

ATTEST:


Sandra E. Cady,
Ketchum Urban Renewal Secretary/Treasurer

APPROVED AS TO FORM
AND CONTENT:



Benjamin W. Worst,
Attorney for Ketchum Urban Renewal Agency

CONTRACT FOR SERVICES

DOWNTOWN MASTER PLAN IMPLEMENTATION: SPECIAL PROJECTS

THIS CONTRACT is made this 26th day of July, 2006, by and between the Ketchum Urban Renewal Agency, (hereinafter referred to as "CLIENT"), whose mailing address is PO Box 2315, Ketchum ID, 83340, and THE TOM HUDSON COMPANY, an Idaho corporation (hereinafter referred to as "CONSULTANT"), whose mailing address is P.O. Box 8645, Moscow, Idaho 83843.

The parties mutually agree as follows:

1. **REQUIRED WORK.** The CONSULTANT shall perform the services specified in SCOPE OF WORK set forth in Attachment 1 to this CONTRACT, the terms and conditions of which are incorporated herein by reference, in accordance with terms and conditions as defined herein. Deliverables to be produced by CONSULTANT in performance of the SCOPE OF WORK also are set forth in Attachment 1.

2. **COMPENSATION FOR SERVICES.** CLIENT in full consideration of the services to be performed under this CONTRACT, agrees to pay CONSULTANT a sum of \$175,500 (ONE HUNDRED SEVENTY-FIVE THOUSAND FIVE HUNDRED DOLLARS). CLIENT will be responsible for transportation between Moscow, Idaho and Ketchum, and cost of accommodations while on site in Ketchum. In addition, CLIENT will assume all administrative costs, subject to prior approval, related to management of the Ketchum Community Development Corporation. CONSULTANT will be responsible for per diem.

CONSULTANT will be responsible for submitting monthly invoices for all consulting work hours completed. The CLIENT will make payments promptly to CONSULTANT based on monthly invoices and in accordance with the following schedule:

Execution of Contract	10% (Of Total Fees)
Monthly Billings	\$13,162.50 (THIRTEEN THOUSAND ONE HUNDRED SIXTY TWO DOLLARS FIFTY CENTS)
	Plus expenses noted above, at cost.

By mutual written agreement, the CONTRACT may be amended from time to time to include additional planning services and fees as may be needed to pursue the primary purpose of this CONTRACT, development of the Ketchum Downtown, Warm Springs and River Run Areas.

3. **PERFORMANCE SCHEDULE.** Unless otherwise specified in writing, all work shall begin October 1, 2006 and be completed September 30, 2007. CONSULTANT

will provide the CLIENT a monthly written progress report and invoice for work completed.

Should the CLIENT have any concerns about the quality or progress of work, the CLIENT will provide a written notice to this effect, including specific concerns and recommendations for remedy. Absence of such a written notice sent within two weeks of receipt of the progress reports will indicate the CLIENT's satisfaction with quality and progress of work to date. Should additional work be authorized by the CLIENT, the CLIENT and CONSULTANT will review the time schedule and jointly agree on a completion date.

4. **CONFLICT OF INTEREST.** The CONSULTANT covenants that it presently has no interest and shall not acquire an interest directly or indirectly which will, in the determination of the CLIENT, conflict in any manner or degree with the performance of its services hereunder.

5. **INDEMNIFICATION AND INSURANCE.** The CONSULTANT shall protect, indemnify, and save the CLIENT harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons or property or claims for money damages arising from acts or omissions of CONSULTANT, its employees, or subcontractors, however caused.

6. **CONTRACT RELATIONSHIP.** It is distinctly and particularly understood that the CONSULTANT is an independent contractor in the performance of each and every part of this CONTRACT. The CONSULTANT is not an employee of the CLIENT and will perform all services free from supervision, direction or control of the CLIENT. 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. As independent contractors, neither CONSULTANT nor CLIENT shall have any authority, express or implied, to commit or obligate the other in any manner whatsoever, except as specifically authorized from time to time in writing by an authorized representative of CONSULTANT or CLIENT, as the case may be, which authorization may be general or specific.

7. **LIABILITY.** The CONSULTANT shall exonerate, indemnify and hold the CLIENT harmless from and against and assume full responsibility for payment of all federal, state, and local taxes or contribution imposed or required under unemployment insurance, social security, workers compensations, and income tax laws with respect to Consultant's employees engaged in the performance of this contract. The CONSULTANT will be responsible for maintaining workers compensation insurance and will provide certificate of same, if required. The CLIENT will not assume liability as an employer.

8. **WORKER'S COMPENSATION INSURANCE.** CONSULTANT shall maintain during the life of this CONTRACT, Worker's Compensation Insurance for all of CONSULTANT'S employees performing work on this project and in case of any work that is sublet, CONSULTANT shall require any subcontractor, similarly, to provide Worker's Compensation Insurance for all the latter's employees as specified by Idaho law unless such employees are covered by the protection afforded by the CONSULTANT. In case any class of employees engaged in work under this CONTRACT is not protected under Worker's Compensation statutes, CONSULTANT shall provide and shall cause such subcontractor to provide compensation insurance in an amount equal to that provided by the Worker's Compensation statute for the protection for subcontractor's employees not otherwise protected.

9. **NOTICES.** Any and all notices required to be given by either of the parties hereto, unless otherwise stated in this CONTRACT, shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt request, addressed as followed:

Harold Moniz, City Planner
City of Ketchum
PO Box 2315
Ketchum ID, 83340

(and)

Tom Hudson, Principal
TOM HUDSON COMPANY
P.O. Box 8645
Moscow, Idaho 83843

Either party may change their address for the purpose of this paragraph by giving written notice of such change to the either in the manner herein provided.

10. **TIME IS OF THE ESSENCE.** The parties hereto acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, and provision hereof, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of and a default under this CONTRACT by the party so failing to perform. Should the parties determine mutually that the timeline for services under this contract needs to be amended, amendment to the CONTRACT'S timeline and duration must be agreed to in writing by both parties.

11. **ASSIGNMENT.** It is expressly agreed and understood by the parties hereto, that CONSULTANT shall not have the right to assign, transfer, hypothecate or sell any of

its rights under this CONTRACT except upon the prior expressed written consent of CLIENT.

12. **PUBLICATION, REPRODUCTION AND USE OF MATERIAL.** All material produced in whole or in part under this CONTRACT shall be the exclusive property of the CLIENT. CONSULTANT hereby grants and assigns to CLIENT all rights to use any work product and to develop, manufacture, market or otherwise commercialize any product based on, directly related to or directly making use of the work set forth in Attachment 1.

13. **RELEASE OF INFORMATION.** CONSULTANT will work with the media, under supervision of CLIENT, to distribute public information about the project. Such information may include progress updates, meeting notices, and results from the planning process.

15. **COMPLIANCE WITH LAWS.** In performing the scope of services required hereunder, CONSULTANT and CLIENT shall comply with all applicable laws, ordinances, and codes of Federal and State governments.

16. **FAILURE TO PERFORM.** Upon any substantial failure to perform this agreement by either party, the other party shall be entitled to the following remedy:

- a. Stop performing or accepting performance of the contract until the matter is resolved.
- b. Where appropriate, obtain completion of the performance of the remaining balance of the contract with the original party. Upon discovery of the problem or defect, mail a written description of it to the other party, and:
 1. If the defect can be cured, demand specific remedial action within a specified reasonable time; or
 2. If the defect cannot be cured, specify any alternative performance which would be acceptable in lieu of the required performance and a specified time within which the alternative performance would be required; or
 3. If the defect cannot be cured and no alternative performance is acceptable, the other party shall thereupon have the right to terminate this CONTRACT by giving written notice to the party-in-violation of such termination and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination. In such event, all finished or unfinished documents, data, maps, studies, surveys, drawings, models, photographs and reports prepared by CONSULTANT under this CONTRACT shall, at the option of the CLIENT, become its property, and

CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily complete hereunder.

c. Any other legal or equitable remedy.

17. **ENTIRE CONTRACT.** This CONTRACT, and exhibits attached hereto, contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

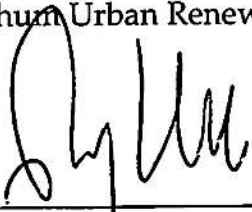
18. **APPLICABLE LAW:** This CONTRACT shall be governed by, construed and enforced in accordance with the laws of the State of Idaho.

19. **REPRESENTATION/NO PRESUMPTIONS.** All parties to this Agreement have been advised to seek independent counsel in the negotiating, drafting and execution of this Agreement. To the extent that a party chooses not to obtain independent counsel, that party acknowledges that it has been advised to obtain counsel, knows it has that right, knowingly waives that right, understands the terms of this Agreement, and enters this Agreement with full knowledge of the rights, duties, and obligations it is undertaking by signing this Agreement. No presumption shall exist in favor of or against any party to this Agreement as a result of the drafting and preparation hereof.

20. **COUNTERPARTS/FAX SIGNATURES.** This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original hereof. Fax copies of this Agreement and the original and faxed signatures thereon shall have the same force and effect as originals.

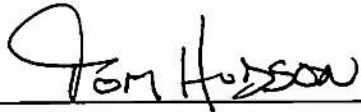
IN WITNESS WHEREOF, the CLIENT and the CONSULTANT have executed this CONTRACT the day and year first above written.

Ketchum Urban Renewal Agency

BY: 

Randy Hall, Chairman

THE TOM HUDSON COMPANY,
An Idaho corporation

BY: 

Tom Hudson, Principal

Attachment 1, Scope of Work

Deliverables for the Downtown Master Plan Implementation Special Projects work will include:

- Assist the City with Downtown Master Plan implementation as called for in the Downtown Master Plan
- Manage the Ketchum Community Development Corporation (CDC); direct implementation of the CDC business plan. Job Description and Scope of Work for this service is provided below
- Assist City and Ketchum Community Development Corporation in seeking outside resources to support implementation of the Downtown Master Plan

To accomplish these tasks, CONSULTANT will provide:

- Monthly Council/Staff workshops or other special meetings on Master Plan implementation
- Facilitation of periodic public meetings as may be necessary to pursue the specified Scope of Work

KETCHUM COMMUNITY DEVELOPMENT CORPORATION EXECUTIVE DIRECTOR JOB DESCRIPTION & SCOPE OF WORK

Position Title: Executive Director

Supervisor's Title: President, Board of Directors, Ketchum Community Development Corporation (CDC).

Context for Scope of Work: The City of Ketchum is working to enhance its capacity to undertake necessary community development priorities. Toward this end, it has established both an Urban Renewal Agency (URA) and a Community Development Corporation. These three entities will serve together essentially as partners in pursuing City community development goals. The CDC Executive Director will collaborate closely with the City and URA to undertake and complete a variety of tasks consistent with Primary and Secondary Work Areas noted in the next section. Given the nature of this work, the Executive Director and CDC will perform roles variously as Lead, Shared Lead or Support, depending upon the nature of the work. Generally, it is expected that roles will be consistent with Table 1, a summary listing of the three organizations' collaborative work.

It is essential that the Executive Director emphasize collaboration, communication and proactive outreach in undertaking programming described in this Job Description & Scope of Work. Wherever it is appropriate to do so, the Executive Director will inform and engage the City and URA in a manner that enhances teamwork and timely completion of work.

While the Job Description & Scope of Work are comprehensive, it may from time to time be appropriate to limit, refine or expand designated work to address unexpected challenges or opportunities. The CDC President, with advice from the CDC Board, City Council and URA Board, will determine what changes are necessary. Any substantial changes to the Job Description & Scope of Work will be conducted in the spirit of collaboration and partnership with the City and URA.

Position Summary:

The Executive Director:

Initiates, plans, organizes and directs all CDC Program activities in a manner consistent with the Downtown Master Plan Framework, Downtown Master Plan, and the City of Ketchum community development priorities. Primary and secondary work areas include:

Primary Work Areas:

- DMP Implementation
- Affordable Workforce Housing
- Downtown Design & Physical Improvement Assistance (Conceptual Development, Funding Assistance, Public Participation in Design)
 - Physical Improvements; Pedestrian Environment
 - Heritage Preservation
 - Arts & Culture Development
 - Technical Assistance Facilitation
- Business Development & Diversification
 - Affordable Retail Construction/Space
 - Business and Community Development Technical Assistance Facilitation (Clearinghouse)
 - Education, Environment & Arts Institution Recruitment
- Organizational and Team Development
 - Resource Development for Programming
 - Team-building; Collaboration; Capacity-building
 - Collaboration with the City of Ketchum and other partners as may be appropriate in achieving CDC Mission, Goals and Objectives
- General Business Management of the CDC

Secondary Work Areas:

- Community Issues Education
 - Involvement & Outreach
- Alternative Transportation Development

- Alternative Energy Development
- Sustainability Tools & Systems for Community Development

Deliverables:

- (During Phase 1) CDC Business Plan
- (During Phase 1) Warm Springs Master Plan
- Grant Applications, as Appropriate and Approved by CDC President
- Facilitation of Process to Refine and Adopt Downtown Form-based Code
- Facilitation of Process to Refine and Adopt Downtown Master Plan

Implements and manages the Downtown Ketchum revitalization activities in collaboration with the City of Ketchum and Ketchum Urban Renewal Agency as described in the Ketchum Downtown Master Plan and Framework.

Builds collaborations and partnerships with public and private sector entities as necessary and appropriate to accomplish the Downtown Master Plan vision.

Identifies, researches and seeks resources as appropriate to support CDC programming. The Executive Director will maintain a wide network of business resource providers, community supporters, and stakeholders to strengthen the success of the revitalization effort.

Provides leadership in developing affordable workforce housing in partnership with the City, Urban Renewal Agency and other appropriate partners.

Taps and promotes educational programs to instruct businesses on business procedures and techniques that support business stabilization, growth and diversification.

Collaborates with the City of Ketchum and Urban Renewal Agency in fostering a strategic business recruitment program, especially focused on the arts and education.

Manages and supervises the revitalization program office, staff, committees and volunteers; selects and manages qualified people for committee assignments; arranges meetings; supervises the preparation of

notices, reports and other meeting materials. Initial standing committees include:

Affordable Workforce Housing, focusing on collaborations with the City, URA and other partners in land acquisition, housing design, funding, construction and unit sales

Downtown Design, focusing especially on supporting City and URA physical improvement projects, improvements to public spaces, streetscapes, and rights of way. Facilitation and assistance in desirable private property development, historic preservation, public art and façade improvements

Economic Restructuring, focusing especially on strategic business retention and recruitment

Organizational Development, focusing especially on expanding collaborations and partnerships in implementing programs, public relations, program funding, and committees development

Manages finances of the organization in accordance with policies and procedures adopted by the board of directors; develops an annual budget and periodic budget modifications for submission to and approval by the board of directors; manages the income and expenditures of the organization in accordance with the annual budget; works with the Board Treasurer to provide monthly financial reports to the Board of Directors, City of Ketchum and Urban Renewal Agency.

Prepares monthly management reports for Board of Directors, City Council, and Urban Renewal Agency identifying projects worked on, work accomplished, resources pursued, new collaborative contacts made and any remarkable opportunities or challenges.

Organizational Relationships:

Reports to the President, Board of Directors, Ketchum CDC.

Supervises and supports all operational committees (not including special Board Committees)

Maintains close relations and collaboration with City government, Urban Renewal Agency and other appropriate local, regional, state and national community development entities.

Public Contact:

The Executive Director will be the CDC's primary contact with the public, media, government, and private sector on Downtown Ketchum revitalization activities.

Working Conditions:

Executive Director will work on an annual contract with the initial period of fifteen months beginning July 1, 2006.

About 60% of the Executive Director's time will be devoted to implementation of primary roles, 20% to secondary roles and 20% to general administration. Priorities and activities will change over time as the CDC programs mature. The Executive Director will be expected to be entrepreneurial in spirit, collaborative with the City, adaptable to changing conditions and proactive in addressing targeted community development challenges and opportunities. Office space in Ketchum will be provided by the City and/or URA.

Executive Director will work full time (approximately 1960 hours per year less official City holidays) for the CDC. Executive Director will be expected to be in Ketchum two work weeks per month and work on CDC activities remotely the remainder of the month.