

RESOLUTION NO. 19-URA09

BY THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF KETCHUM, IDAHO:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF KETCHUM, IDAHO, APPROVING THE CONTRACT FOR SERVICES BETWEEN THE KETCHUM URBAN RENEWAL AGENCY AND THE SUN VALLEY CULINARY INSTITUTE, INC., AUTHORIZING THE EXECUTION OF THE CONTRACT FOR SERVICES BY THE CHAIR OR VICE-CHAIR AND SECRETARY; AUTHORIZING ANY TECHNICAL CHANGES TO THE CONTRACT FOR SERVICES; AUTHORIZING THE ADMINISTRATOR/EXECUTIVE DIRECTOR TO TAKE ALL NECESSARY ACTION REQUIRED TO IMPLEMENT THE CONTRACT FOR SERVICES; AND PROVIDING AN EFFECTIVE DATE.

THIS RESOLUTION, made on the date hereinafter set forth by the Urban Renewal Agency of Ketchum, Idaho, also known as the Ketchum Urban Renewal Agency, an independent public body, corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code, as amended (hereinafter the "Law") and the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, as amended (hereinafter the "Act"), a duly created and functioning urban renewal agency for Ketchum, Idaho, hereinafter referred to as the "Agency."

WHEREAS, the City Council ("City Council") of the City of Ketchum (the "City") by adoption of Ordinance No. 992 on November 15, 2006, duly adopted the Ketchum Urban Renewal Plan (the "2006 Plan") to be administered by the Agency;

WHEREAS, upon the approval of Ordinance No. 1077 adopted by the City Council on November 15, 2010, and deemed effective on November 24, 2010, the Agency began implementation of the amended Ketchum Urban Renewal Plan (the "Amended Plan");

WHEREAS, through implementing the Amended Plan, Agency seeks to further the following stated goal: The strengthening of the tax base by encouraging private development, thus increasing the assessed valuation of properties within the Revenue Allocation Area and benefitting the various taxing districts in which the Revenue Allocation Area is located. Additionally, the Amended Plan seeks to further its goal of strengthening the economic base of the Revenue Allocation Area by installing needed site improvements and public facilities to stimulate new commercial expansion, employment and economic growth. These goals are consistent with the findings and purpose of the Act set forth in Idaho Code § 50-2902;

WHEREAS, in furtherance of these goals, Agency seeks to support programs that stimulate job creation, expanded employment opportunities and economic development opportunities within the Revenue Allocation Area;

WHEREAS, the Sun Valley Culinary Institute, Inc., an Idaho non-profit corporation (the "Culinary Institute") offers culinary training courses to entry level and foodservice professionals along with classes for local food enthusiasts. The Culinary Institute provides opportunities to develop and maintain talent for a world-class culinary hub in the Wood River Valley. The Culinary Institute hosts unique food events, to strengthen the community's food systems and partners with local organizations to promote healthy living programs.

WHEREAS, supporting promotion of the Revenue Allocation Area by supporting a training center within the Amended Plan project area resulting in job development throughout the Amended Plan project area and the Wood River Valley constitutes a valid public purpose and is consistent with the goals of the Amended Plan, the Law and the Act.

WHEREAS, Agency desires to contract with the Culinary Institute for professional services to provide economic development support through the training in the culinary arts at a site within the Revenue Allocation Area. Through this program, the number of businesses hiring permanent, culinary professionals within the Revenue Allocation Area is expected to increase. Agency believes these services to promote this training will positively affect development and land use decisions within Agency's Revenue Allocation Area. Agency further believes such efforts will strengthen the Revenue Allocation Area, as well as prevent the spread of deteriorating conditions.

WHEREAS, the parties specifically acknowledge and agree that all funds paid to the Culinary Institute under this Agreement shall be used solely to provide services for Agency for culinary arts training and job development. The proposed services lead to direct quantifiable and measurable results of investing public funds for a public purpose.

WHEREAS, Agency staff has prepared a Contract for Services, a copy of which is attached hereto as Exhibit A and incorporated herein by reference, setting forth the details concerning the scope of work the Culinary Institute shall perform and the compensation to be paid by the Agency for the same;

WHEREAS, Agency staff recommends approval of the Contract for Services by the Agency Board;

WHEREAS, the Board of Commissioners finds it in the best public interest to approve the Contract for Services.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE BOARD OF COMMISSIONERS OF THE KETCHUM URBAN RENEWAL AGENCY OF THE CITY OF KETCHUM, IDAHO, AS FOLLOWS:

Section 1: That the above statements are true and correct.

Section 2: That the Contract for Services, a copy of which is attached hereto as Exhibit A and incorporated herein by reference, be and the same hereby is approved.

Section 3: That the Chair, Vice-Chair, and Secretary are hereby authorized to sign and enter into the Contract for Services and, further, are hereby authorized to execute all necessary documents required to implement the actions contemplated by the Contract for Services subject to representations by Agency staff and Agency's legal counsel that all conditions precedent to actions contemplated in the Contract for Services, and any necessary technical changes to the Contract for Services, or other documents, are acceptable upon advice from Agency's legal counsel that said changes are consistent with the provisions of the Contract for Services and the comments and discussions received at the September 16, 2019, Agency Board meeting; the Administrator/Executive Director is further authorized to appropriate any and all funds contemplated by the Contract for Services and to perform any and all other duties required pursuant to said Contract for Services.

Section 4: That this Resolution shall be in full force and effect immediately upon its adoption and approval.

PASSED by the Urban Renewal Agency of Ketchum, Idaho, on September 16, 2019. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners, on September 16, 2019.

URBAN RENEWAL AGENCY OF KETCHUM

By Susan Scovell
Susan Scovell, Chair

ATTEST:

By Robin Gurf
Secretary

4825-1925-2645, v. 1

CONTRACT FOR SERVICES 50028

THIS CONTRACT FOR SERVICES (“Agreement”) by and between the KETCHUM URBAN RENEWAL AGENCY, an independent public body corporate and politic, authorized and existing under the authority of the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code, as amended (the “Law”), and the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, as amended (the “Act”) (hereinafter referred to as “KURA”) and the Sun Valley Culinary Institute, Inc., an Idaho non-profit corporation (the “Culinary Institute”). Collectively, KURA and the Culinary Institute may be referred to as the “Parties.”

RECITALS

A. The City Council of the City of Ketchum (the “City Council”) by adoption of Ordinance No. 992 on November 15, 2006, duly adopted the Ketchum Urban Renewal Plan (the “Plan”) to be administered by KURA. Subsequently, the Plan was amended upon the approval of Ordinance No. 1077 adopted by the City Council on November 15, 2010 and deemed effective on November 24, 2010 (the “Amended Plan”).

B. Through implementing the Amended Plan, KURA seeks to further the following stated goal: The strengthening of the tax base by encouraging private development, thus increasing the assessed valuation of properties within the Revenue Allocation Area and benefitting the various taxing districts in which the Revenue Allocation Area is located. Additionally, the Amended Plan seeks to further its goal of strengthening the economic base of the Revenue Allocation Area by installing needed site improvements and public facilities to stimulate new commercial expansion, employment and economic growth. These goals are consistent with the findings and purpose of the Act set forth in Idaho Code § 50-2902.

C. In furtherance of these goals, KURA seeks to support programs that stimulate job creation, expanded employment opportunities and economic development opportunities within the Revenue Allocation Area.

D. The Culinary Institute will be located at 211 N. Main Street in Ketchum and will offer culinary training courses to entry level and foodservice professionals along with classes for local food enthusiasts. The Culinary Institute provides opportunities to develop and maintain talent for a world-class culinary hub in the Wood River Valley. The Culinary Institute hosts unique food events, to strengthen the community’s food systems and partners with local organizations to promote healthy living programs.

E. Supporting promotion of the Revenue Allocation Area by supporting a training center within the Amended Plan project area resulting in job development throughout the Amended Plan project area and the Wood River Valley constitutes a valid public purpose and is consistent with the goals of the Amended Plan, the Law and the Act.

F. KURA desires to contract with the Culinary Institute for professional services to

provide economic development support through the training in the culinary arts at a site within the Revenue Allocation Area. Through this program, the number of businesses hiring permanent, culinary professionals within the Revenue Allocation Area is expected to increase. KURA believes these services to promote this training will positively affect development and land use decisions within KURA's Revenue Allocation Area. KURA further believes such efforts will strengthen the Revenue Allocation Area, as well as prevent the spread of deteriorating conditions.

G. The parties specifically acknowledge and agree that all funds paid to the Culinary Institute under this Agreement shall be used solely to provide services for KURA for culinary arts training and job development located at 211 N Main Street in Ketchum. The proposed services lead to direct quantifiable and measurable results of investing public funds for a public purpose.

H. Subject to the terms and conditions of this Agreement, the parties wish to enter into this Agreement to provide the services described herein.

AGREEMENT

NOW THEREFORE, KURA and the Culinary Institute, for and in consideration of the preceding recitals, mutual promises and covenants hereinafter set forth, do hereby agree as follows:

1. Consideration. In consideration for providing the services provided herein, KURA agrees to pay the Culinary Institute an amount not to exceed twenty-five thousand dollars (\$25,000) for the term set forth in Section 2. Payments shall be made as set forth in Section 5.
2. Term. Unless terminated pursuant to Section 7(b) of this Agreement, and notwithstanding the date of execution hereof, this Agreement shall be in effect from October 1, 2019, until September 30, 2020.
3. Scope of Services. The Parties hereby agree that Culinary Institute shall provide the following services:
 - a. The Culinary Institute shall be located at 211 N Main Street in Ketchum
 - b. Prepare and develop a curriculum to be used by the Sun Valley Culinary Institute for an amount not too exceed \$10,000.
 - c. Provide consulting services in the amount not too exceed \$10,000.
 - d. Reimbursement for building permits to remodel the building located at 211 N Main Street, Ketchum, Idaho into a Culinary Institute.
4. Reports, Budget, IRS Filings, Annual Work Plan, Monthly Record Keeping and Availability of Records.

- a. Quarterly Report of Activities. The Culinary Institute shall report to the KURA Board of Commissioners each quarter during the following months: January, April, July and September (the "Quarterly Report"). The Quarterly Report shall contain updates for the KURA Board on the services provided in Section 3 of this Agreement.
- b. Budget. Within thirty (30) days after the execution of this Agreement, the Culinary Institute shall submit its program objectives and schedule to KURA, in a form which is satisfactory to KURA. The Culinary Institute shall also submit its 2020 Operating Budget to KURA when such budget has been approved by the Culinary Institute Board. This operating budget shall contain sufficient information and detail to permit meaningful review by the public.
- c. Program Documents. Within fifteen days (15) days after execution of this Agreement, the Culinary Institute shall submit to KURA its organizational and programing documents.
- d. Financial Accounting and Reporting Requirements. The Culinary Institute shall submit to KURA a year-end financial statement within ninety (90) days of the Culinary Institute's fiscal year-end, which shall be prepared in a format that details the expenditure of KURA funds paid to the Culinary Institute under the terms of this Agreement. KURA may request additional financial information it deems necessary or appropriate to assist KURA in verifying the accuracy of the Culinary Institute's financial records. Any duly authorized agents of the KURA shall be entitled to inspect and audit all books and records of the Culinary Institute only for compliance with the terms of this Agreement. In the event the financial report indicates that funds were used for purposes not permitted by this Agreement, the Culinary Institute shall remit the disallowed amount to KURA within thirty (30) days of notification by KURA of such improper expenditures.
- e. General Requests. Upon request, and within a reasonable time period, the Culinary Institute shall submit any other information or reports relating to its activities under this Agreement to KURA in such form and at such time as KURA may reasonably require.
- f. Retention of Records. The Culinary Institute agrees to retain all financial records, supporting documents, statistical reports, client or membership records and contracts, property records, minutes, correspondence, and all other accounting records or written materials pertaining to this Agreement for three (3) years following the expiration or termination of this Agreement. KURA, at its own expense, may review or audit the financial transactions undertaken by the Culinary Institute under this

Agreement to ensure compliance with the terms and conditions herein with reasonable prior notice and during the normal business hours of the Culinary Institute.

5. Payments. The Culinary Institute shall be entitled to the consideration described in Section 1 of this Agreement upon the issuance by the City of Ketchum of a certificate of occupancy for the Culinary Institute facility located at 211 N. Main Street in Ketchum. To receive payments for the services described in Section 3 of this Agreement, the Culinary Institute shall submit invoices and requests for payment for the services described in Paragraph 3 of the Agreement to the KURA Board for review and authorization. Upon acceptance of the payment request by the KURA Board, payment shall be made within thirty (30) days.

6. Record of Funds. In order to insure proper financial accountability, the Culinary Institute shall maintain accurate records and accounts of all funds received from KURA, keeping such accounts and records separate and identifiable from all other accounts, and making such accounts and records available to KURA during normal business hours, on request of the KURA Board, or its staff. Compliance with this provision does not require a separate bank account for the funds. The funds paid to the Culinary Institute by KURA shall be expended solely for services rendered in conformance with this Agreement. Further, no such funds shall be transferred, spent, loaned or encumbered for other Culinary Institute activities or purposes other than for operations and activities in conformance with this Agreement.

7. Miscellaneous Provisions.

a. Notices. All notices to be served pursuant to this Agreement or which are served with regard to this Agreement shall be sent by certified mail, return receipt, to the parties at the following addresses:

Ketchum Urban Renewal Agency
PO Box 2315
Ketchum, Idaho 83340

Sun Valley Culinary Institute
Paul Hineman, Executive Director
PO Box 3088
Sun Valley, Idaho 83353

All notices of changes of addresses shall be sent in the same manner.

b. Termination.

i. The Parties hereto covenant and agree that in the event KURA, in

its sole and absolute discretion, lacks sufficient funds to continue paying for the Culinary Institute's services under this Agreement, KURA may terminate this Agreement without penalty upon thirty (30) days written notice. Upon receipt of such notice neither party shall have any further obligation to the other. In the event of early termination of this Agreement, the Culinary Institute shall submit to KURA a report of expenditures authorized by this Agreement as of the effective date of termination. Any KURA funds not encumbered for authorized expenditures at the date of termination shall be refunded to KURA within twenty (20) days.

- ii. If the Culinary Institute shall fail to fulfill its obligations in compliance with the Scope of Services as set forth in Section 3, or if the Culinary Institute shall violate any of the covenants, agreements, or stipulations of this Agreement, KURA shall thereupon have the right to terminate this Agreement effective immediately. If this Agreement is terminated for cause, the Culinary Institute shall be paid a pro-rata amount of the quarterly payment earned in accordance with this Agreement through the cancellation date.

Notwithstanding the above, the Culinary Institute shall not be relieved of liability to KURA by virtue of any breach of this Agreement by the Culinary Institute, and KURA may withhold any payments to the Culinary Institute for the purpose of set-off until such time as the exact amount of damages due KURA from the Culinary Institute is determined. The Culinary Institute shall also provide KURA all products or work generated prior to date of termination. All products or work generated, whether complete or not, are the property of KURA.

- c. Independent Contractor. KURA and the Culinary Institute hereby agree that the Culinary Institute shall perform the services set forth in Section 3 of this Agreement exclusively as an independent contractor and not as employee or agent of KURA. 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. The Culinary Institute, its agents and employees shall not receive nor be entitled to any employment-related benefits from KURA including without limitation, workers compensation insurance, unemployment insurance, health insurance, retirement benefits or any benefit that KURA offers to its employees. The Culinary Institute shall be solely responsible for the payment of all payroll and withholding taxes for amounts paid to the Culinary Institute under this Agreement and for the Culinary Institute's payments for work

performed in performance of this Agreement by the Culinary Institute, its agents and employees; and the Culinary Institute hereby releases, holds harmless and agrees to indemnify KURA 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.

The Culinary Institute shall determine the means by which it accomplishes the work outlined in the Agreement. KURA agrees that it will have no right to control or direct the method, manner, or means by which the Culinary Institute accomplishes the results of the services performed hereunder. The Culinary Institute has no obligation to work any particular hours or days or any particular number of hours or days. The Culinary Institute agrees, however, that his or her other contracts and/or services shall not interfere with the performance of his or her services under this Agreement. KURA agrees to coordinate project schedules and respective commencements and deadlines with the Culinary Institute.

The Culinary Institute shall supply, at the Culinary Institute's sole expense, all equipment, tools, materials, and/or supplies to accomplish the services to be provided herein.

- d. Compliance with Laws/Public Records. The Culinary Institute acknowledges that KURA is an independent public body corporate and politic subject to the Public Records Act, Chapter 1, Title 74, Idaho Code, as amended. The Culinary Institute will communicate with and cooperate with KURA upon request by KURA so as to identify, address, potentially disclose, and evaluate exemptions as necessary for records that may be subject to the Public Records Act. The Culinary Institute further agrees to comply with all federal, state, city, and local laws, rules and regulations.
- e. Non-assignment. This Agreement may not be assigned by or transferred by the Culinary Institute, in whole or in part, without the prior written consent of KURA.
- f. Hold Harmless Agreement. The Culinary Institute shall indemnify, defend and save and hold harmless KURA, its officers, agents, and employees, from and against any and all claims, loss, damages, injury or liability, including but not limited to, the misapplication of KURA funds, state or federal anti-trust violations, personal injury or death, damages to property, liability arising out of the use of materials, concepts, or processes protected by intellectual property, rights and liens of workmen and materialmen, howsoever caused, resulting directly or indirectly from

the performance of the Agreement by the Culinary Institute.

- g. Entire Contract. This Agreement contains the entire contract between the Parties and shall not be modified or changed in any manner, except by prior written contract executed by both Parties.
- h. Succession. This Agreement shall be binding upon all successors in interest of either party hereto.
- i. No Third Party Beneficiaries. This Agreement shall not create any rights or interest in any third parties.
- j. Law of Idaho. This Agreement shall be construed in accordance with the laws of the State of Idaho.
- k. Severability. If any clause, sentence, or paragraph of this Agreement is held by a court of competent jurisdiction to be invalid for any reason, such decision shall not affect the remaining portions, and the parties do now declare their intention that each such clause, sentence, or paragraph of this Agreement is a separate part hereof.
- l. Preparation of Contract. No presumption shall exist in favor of or against any party to this Agreement as a result of the drafting and preparation of the document.
- m. No Waiver. No waiver of any breach by either party of the terms of this Agreement shall be deemed a waiver of any subsequent breach of the Agreement.
- n. Attorney's Fees. In the event either party hereto is required to retain counsel to enforce a provision of this Agreement, to recover damages resulting from a breach hereof or if either party defaults in the performance of this Agreement, the prevailing party shall be entitled to recover from the other party all reasonable attorney's fees incurred herein or on appeal.
- o. Conflict of Interest. No officer or director of the Culinary Institute, who has decision-making authority or immediate family member of such individual, shall have a direct pecuniary interest in any contract or subcontract for work to be performed in connection with this Agreement. The Culinary Institute shall incorporate or cause to be incorporated in all such contracts, a provision prohibiting such interest pursuant to this provision.

(signatures on following page)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and year first written below.

Ketchum Urban Renewal Agency

Susan Scovell
Chair, Susan Scovell

Date OCT. 11, 2019

ATTEST:

Robin Crotty
Robin Crotty, Agency Secretary

Sun Valley Culinary Institute, Inc.

Paul Hineman
Paul Hineman, Executive Director

Date 10/9/19