

## **KETCHUM URBAN RENEWAL BOARD MEETING AGENDA**

### **REGULAR MEETING**

**November 7, 2016, beginning at 2:00 p.m.  
480 East Avenue, North, Ketchum, Idaho**



1. 2:00 PM- CALL TO ORDER
2. CONSENT CALENDAR
  - a. Approval of Minutes:
    1. October 17, 2016 Regular Meeting
  - b. Approval of Current Bills: see packet
3. COMMUNICATIONS FROM THE BOARD OF COMMISSIONERS
4. COMMUNICATIONS FROM THE PUBLIC
5. NEW BUSINESS
  - a. Roles and Responsibilities of urban renewal board members (Ryan Armbruster, KURA Attorney)
  - b. Discussion and approval of Contract for Services with Ketchum Community Development Corporation (KCDC)
  - c. Discussion and approval of Contract for Services with Sun Valley Economic Development (SVED)
  - d. Discussion and approval of revised lease requirements with Cairde Group for property owned by the KURA at 491 Sun Valley Road.
6. OLD BUSINESS
7. LEGISLATIVE UPDATES (Ryan Armbruster, KURA Attorney)
8. STAFF REPORTS
9. EXECUTIVE SESSION PURSUANT TO: Idaho Code Sections 74-206(1)(f), to communicate with legal counsel to discuss the legal ramifications of and legal options for pending litigation or controversies not yet being litigated but imminently likely to be litigated and 74-206(1)(c) to acquire an interest in real property not owned by a public agency.
10. ADJOURNMENT

Any person needing special accommodations to participate in the above noticed meeting should contact the Ketchum Urban Renewal Agency prior to the meeting at (208) 726-3841. This agenda is subject to revisions and additions. NOTE: Revised portions of the agenda are underlined in bold. Public information on agenda items is available in the Clerk's Office located at 480

East Ave. N in Ketchum or (208) 726-3841.

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# Ketchum Urban Renewal Agency

480 East Avenue North  
Ketchum, ID 83340

<http://ketchumidaho.org/>

## Regular Meeting

~ Minutes ~

Baird Gourlay  
208-726-3841

Monday, October 17, 2016

2:00 PM

Ketchum City Hall

**Present:** Chairman Baird Gourlay  
Vice Chair Tim Eagan – by phone  
Commissioner Mark Nieves  
Commissioner Jim Slanetz  
Commissioner Gary Lipton – by phone  
Commissioner Jae Hill  
Commissioner Shelley Seibel – by phone

**Staff Present:** Micah Austin, Director of Planning and Building  
URA Attorney Ryan Armbruster

### 1. Call to Order

Chair Baird Gourlay called the meeting to order at 2:05 p.m.

### 2. CONSENT CALENDAR

- a. Approval of Minutes September 6, 2016 Regular Meeting
- b. Approval of Current Bills

Commissioner Mark Nieves questioned the web design work. Director of Planning & Building Micah Austin explained that it is an annual fee. Commissioner Jae Hill questioned the budget appraisal cost. Micah Austin explained that Matt Bogue’s work was pro-bono and Matt Engel charged.

Motion to approve the Consent Calendar.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Jae Hill, Commissioner
<b>SECONDER:</b>	Jim Slanetz, Commissioner
<b>AYES:</b>	Gourlay, Slanetz, Lipton, Eagan, Seibel, Hill, Nieves

### 3. COMMUNICATIONS FROM THE BOARD OF COMMISSIONERS

Commissioner Mark Nieves had questions regarding the budgeting process and how that works and Director of Planning & Building Micah Austin explained. Commissioner Jae Hill questioned if we spend more than approved how that works and again Micah Austin explained.

Commissioner Gary Lipton commented that \$60,000 has been obligated that will probably not be used. (The Paul Conrad project) Director of Planning & Building Micah Austin explained where we are in the process of the Paul Conrad project. Gary Lipton talked about the funding of the tennis courts and asked for clarification on the rebate of the money that is not being used so that it can be used on another effort. Micah Austin said this will be addressed after the tennis courts are completed.

Commissioner Jim Slanetz talked about the comprehensive project on the alley.

**4. COMMUNICATIONS FROM THE PUBLIC****5. NEW BUSINESS****a. Roles and Responsibilities of Urban Renewal Board Members (Ryan Armbruster, KURA Attorney)**

URA Attorney Ryan Armbruster will be going over the roles and responsibilities quarterly going forward. He will address 3 issues. Board Appointment, Conflicts of Interest and Limitations of what the URA can spend money on.

- URA Attorney Ryan Armbruster outlined the board composition. Board members are now exclusively selected by Mayor and Council when term expires or Board Member has resigned. Council members cannot be the majority of the board.
- Conflicts of Interest - Basic Rule is If you think the topic will be a benefit to you or your family it would need to be disclosed. If your appointed to the board and you own property you must disclose to say what property that is. He talked about specifics regarding these limitations. Board members should not have any inside information.
- Ryan Armbruster talked about what the commissioners can spend money on and what the limitations are. If you are providing funds and we are getting a deliverable that would be deemed an appropriate use of funds. If the URA was to give money without getting something in return, that would be an inappropriate use of funds.

Commissioner Jim Slanetz questioned funding for services and asked for clarification. Attorney Ryan Armbruster explained.

Commissioner Jae Hill asked if we need tangible deliverables. Attorney Ryan Armbruster explained that the more specifics they receive the better.

**b. Discussion on proposed scope of work with Ketchum Community Development Corporation (Micah Austin)**

Director of Planning & Building Micah Austin presented explaining that KCDC is requesting \$31,700.00. He talked about the proposal in the packet. The last page of the proposal was discussed. It outlined what is being asked for and what it will be used for. Micah Austin asked for direction from the Board on how to move forward.

Executive Director Jon Duval talked about the goals that could clearly be done and about the free workshops they offer. Their main goal is the number of companies, employees and the number of new jobs that will be created.

Chair Baird Gourlay asked about the contract for services and what exactly we are looking for. Director of Planning & Building Micah Austin said the request is for \$31,700 and is up for discussion.

Commissioner Jae Hill questioned the no set dollar amount and how we will be monitoring. Director of Planning & Building Micah Austin explained that we would require at least a quarterly report. After the report the dollar amount will be released. Jae Hill would like specific metrics outlined. He then questioned mentoring and how that works. Jon Duval explained that mentoring is a huge part of KIC and talked about the entrepreneurs that are now in the new location. The logistics of the two contracts and how the Commission would pay was discussed.

Harry Griffith Executive Director of Sun Valley Economic Development spoke about mentors and how both organizations would work with this process. Commissioner Jae Hill questioned Attorney Ryan Armbruster about the deliverable and how this would affect the commission. Ryan Armbruster explained how this could work with both organizations.

Commissioner Mark Nieves congratulated Jon Duval on the success of the move and then asked what his relationship is with the clients and tenants. Jon Duval explained how the dynamics in KIC work and talked about the success of collecting rent. Mark Nieves asked how they came up with the \$31,700. Jon Duval explained the process and how they determined that number. Mark Nieves commented that he agrees with Commissioner Jae Hill and using the metrics before writing a check. He would like to know what a URA partnership looks like and would like to look at this down the road. Jon Duval explained the goal of KIC. Commissioner Jim Slanetz talked about the rent. Commissioner Gary Lipton talked about what he has seen coming to the City and thinks this is a good investment for the URA. Commissioner Jae Hill responded with some ideas on how to track with a metrics. Commissioner Mark Nieves commented that he agrees. Commissioner Shelly Seibel questioned how many companies and people are tenants in KIC. Jon Duval outlined how many companies and employees there currently are. She asked about his forecast for profitability. Jon Duval responded that he would like to be breaking even at the end of the next fiscal year but it hard to tell because of several factors.

Chair Baird Gourlay said he that if the board is comfortable with the \$31,700 amount he thinks we should move forward with an appropriate contract. Jon Duval will email Director of Planning & Building Micah Austin and Commissioner Jae Hill an outline of what the goals are and then could proceed.

Director of Planning & Building Micah Austin and Attorney Ryan Armbruster will bring a contract back to the Commissioners at the next URA meeting.

**c. Discussion on proposed scope of work with Sun Valley Economic Development (Micah Austin)**

Director of Planning & Building Micah Austin talked about the scope of work that Executive Director Harry Griffith sent to him and talked about where it would come out of the budget. He explained that we need more specifics and more deliverables and that this is a starting point. Micah Austin went over what SVED said they could currently provide.

- 1st point - URA Business Development
- 2nd point - URA Land Development
- 3rd point - URA Economic Consulting

Executive Director Harry Griffith outlined what the difference is in SVED and KIC. He talked about detailed economic work that has been done and about the contract for services that is going before City Council later this evening. Chair Baird Gourlay disclosed that he sits on the SVED Board however is a non-voting member.

Commissioner Jae Hill talked about the spreadsheet in regards to time estimate and cost and asked how this works. Executive Director Harry Griffith explained how this was developed and what it is. Jae Hill questioned the culinary cooking school and where it is in the works. Harry Griffith explained that they are currently looking for a location. Jae Hill questioned if the KURA could be a partner in this. Attorney Ryan Armbruster explained that they would need to look at this further. Jae Hill asked if there is potential for initiatives for different funding mechanisms for affordable housing? Harry Griffith talked about Advocacy and the structuring of his plan. Chair Baird Gourlay said that this might be something to discuss with the City at the joint meeting.

Commissioner Mark Nieves said he is trying to justify the value of this to this board. He questioned where this fits in to URA business development and about the video that was created and the cost of the video. Harry Griffith explained what he is currently working on and what those jobs will bring to the valley. Mark Nieves questioned Economic Consulting and explained he does not see the value of having somebody report on things he can read that in the Mtn. Express and questioned the line item that says other. He clarified that he questions this contract but is in support of SVED overall.

Vice Chair Tim Eagan talked about when Visit Sun Valley became the marketing arm for Sun Valley. He gave suggestions that the URA needs somebody speaking for them and voiced his support of SVED.

Commissioner Jim Slanetz talked about the gray area that need to be solidified. Harry Griffith talked about public private partnerships and how to move forward and about completed projects and the success of projects that he has had.

Commissioner Gary Lipton commented on housing and voiced that he thinks Harry Griffith should concentrate on Under grounding in the alleys.

Chair Baird Gourlay would like to narrow this down. He would rather we have two categories. Project driven and Philosophical. He talked about P 3's. He does not advise eliminating housing and explained we should look 4, 5 or 10 years down the road. Commissioner Gary Lipton voiced his concerns. Baird Gourlay continued talking about the partnership with KIC and SVED.

Director of Planning & Building Micah Austin explained the funding resolution. He will be bringing all the contracts for services back to the commission. Chair Baird Gourlay suggested we move forward with accepting the \$15,000 contract. Commissioner Jae Hill disclosed that he participates with KIC but does not receive any financial benefit.

**d. Discussion of KURA role in undergrounding powerlines within the revenue allocation area (Micah Austin, Planning and Building Director)**

The location of the undergrounding in this discussion is in the Alley behind Main Street and Washington.

Director of Planning & Building Micah Austin outlined what Idaho Power has looked at and they talked about what it would cost to do the under grounding. Micah Austin outlined what the report said and the cost of the estimate. He questioned what should be done with the study and what role the URA would play in this under grounding.

Chair Baird Gourlay advised that he sent an email to the Commissioners in regards to this and SVED being involved with this. Executive Director SVED Harry Griffith presented. He talked about the dialogue that has occurred and the about L.I.D. and how this would be managed. He posed the question on how and who would make these improvements. He talked about brainstorming that was done in past and who would be involved with this and about Dick Fosbury's possible involvement. Director of Planning & Building Micah Austin asked for clarification from Harry Griffith on what this person would be doing. Harry Griffith explained. Micah Austin suggested that this topic be brought up at the joint meeting with the City Council meeting on the 7th. Baird Gourlay questioned the need of going to RFP for this individual or if they could move forward. Attorney Ryan Armbruster said we would need a good list of descriptions as to what is needed and explained the RFQ process. Commissioner Jae Hill questioned if the URA has a limit as to when they must go out for an RFQ. Ryan Armbruster explained.

Commissioner Gary Lipton gave suggestions on how to move forward. Chair Baird Gourlay talked about the process that this would go thru and about forming an L.I.D. for under grounding. Baird Gourlay suggested this topic be discussed at the Joint meeting of the URA and Council on November 7<sup>th</sup>.

Commissioner Jae Hill talked about a scope of service and how they are usually paid for and how to move forward. Executive Director of SVED Harry Griffith talked about understanding an L.I.D. and how to move forward.

Citizen Paul Conrad spoke and tried to clarify what should be paid for up front in regards to the scope of service. He talked about the RFQ process and how that works and gave suggestions as to what to focus on and about the quotes that would be involved. He talked about the cost of engineering and what has already been spent and what needs to be looked at. Paul Conrad talked about Dick Fosbury's involvement and the importance of the RFQ process and about hiring a third party to manage the project. How to fund this project was talked about. Chair Baird Gourlay talked about the phasing of the project and how to fund.

Bonding for franchising was explained by Ryan Armbruster.

Director of Planning & Building Micah Austin will be bringing this topic to the joint meeting on November 7th.

Chair Baird Gourlay thanked everybody for moving forward.

**e. Discussion of joint meeting with the City Council on November 7**

Chair Baird Gourlay suggested the URA meeting be moved to the November 7<sup>th</sup> at 2:00 pm.

Auberge will be put on the November 7th meeting calendar.

Motion to move the November 21, 2016 meeting to November 7, 2016 at 2:00 p.m.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Baird Gourlay, Chair
<b>SECONDER:</b>	Mark Nieves, Commissioner
<b>AYES:</b>	Gourlay, Slanetz, Lipton, Eagan, Seibel, Hill, Nieves

**6. OLD BUSINESS**

**7. LEGISLATIVE UPDATES (Ryan Armbruster, KURA Attorney)**

**8. STAFF REPORTS**

- 9. EXECUTIVE SESSION PURSUANT TO: Idaho Code Sections 74-206(1)(f), to communicate with legal counsel to discuss the legal ramifications of and legal options for pending litigation or controversies not yet being litigated but imminently likely to be litigated and 74-206(1)(c) to acquire an interest in real property not owned by a public agency.

Motion to go into Executive Session at 4:11 p.m.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Baird Gourlay, Chair
<b>SECONDER:</b>	Jae Hill, Commissioner
<b>AYES:</b>	Gourlay, Slanetz, Lipton, Eagan, Seibel, Hill, Nieves

Motion to come out of Executive Session at 4:29 p.m.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Baird Gourlay, Chair
<b>SECONDER:</b>	Jae Hill, Commissioner
<b>AYES:</b>	Gourlay, Slanetz, Lipton, Eagan, Seibel, Hill, Nieves

10. ADJOURNMENT

Motion to adjourn at 4:30 p.m.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Baird Gourlay, Chair
<b>SECONDER:</b>	Jae Hill, Commissioner
<b>AYES:</b>	Gourlay, Slanetz, Lipton, Eagan, Seibel, Hill, Nieves

\_\_\_\_\_  
Baird Gourlay, Chair

ATTEST:

\_\_\_\_\_  
Sandra E. Cady  
Secretary/Treasurer

Report Criteria:

Invoices with totals above \$0 included.  
 Paid and unpaid invoices included.  
 [Report].GL Account Number = "961000000"- "9848009999"

Vendor Name	Invoice Number	Description	Net Invoice Amount
<b>URBAN RENEWAL AGENCY</b>			
<b>URBAN RENEWAL EXPENDITURES</b>			
<b>98-4410-4200 PROFESSIONAL SERVICES</b>			
ELAM & BURKE	101416	URA General Representation	1,385.25
<b>98-4410-4800 DUES, SUBSCRIPTIONS, &amp; MEMBERS</b>			
REDEVELOPMENT ASSOCIATIO	M16014.1	Membership Dues for Fiscal Year 2017	850.00
<b>98-4410-5100 TELEPHONE &amp; COMMUNICATIONS</b>			
CENTURY LINK	2087275084 10	2087275084 1011116	359.00
<b>98-4410-5200 UTILITIES</b>			
IDAHO POWER	2202522062 10	2202522062 101916	407.12
INTERMOUNTAIN GAS	57271230005 1	57271230005 102516	45.42
<b>98-4410-5910 REPAIR &amp; MAINT. - 491 SV RD</b>			
ALLSTAR PROPERTY MANAGE	5640	October Janitorial 2016	634.08
ALLSTAR PROPERTY MANAGE	5648	October 2016 - Janitorial	221.00
Total URBAN RENEWAL EXPENDITURES:			3,901.87
Total URBAN RENEWAL AGENCY:			3,901.87
Grand Totals:			3,901.87



## **Ketchum Urban Renewal Agency**

**P.O. Box 2315 | 480 East Ave. N. | Ketchum, ID 83340**

October 17, 2016

Chairman and Commissioners  
Ketchum Urban Renewal Agency  
Ketchum, Idaho

Chairman and URA Commissioners:

### **Discussion of Contract for Services with Ketchum Community Development Corporation**

#### Introduction/History

The KURA has allocated \$227,300 for economic development projects in Fiscal Year 2016-17. The Board did not specifically allocate an amount for the Ketchum Community Development Corporation (KCDC). If the Board approved a contract for services with KCDC, these funds would come out of the line item for economic development. At the October 17 KURA meeting, the board tentatively approved the proposal from KCDC for a contract for services not to exceed \$31,700 in Fiscal year 2016-17. Based on the proposal submitted and follow up correspondence with KCDC, staff prepare the attached Contract for Services.

#### Current Report

The Contract for Services was drafted and approved by both staff and the attorney. The contract is in compliance with Resolution 16-URA3 and is reflects the Boards comments and deliberations from October 17.

The following is an excerpt from the contract for services that specifies the deliverables and services required by KCDC:

- a. Public Workshops to Promote Economic Development: At a minimum, KCDC shall provide six (6) public workshops during the term of this Agreement. Workshops shall be held within the boundaries of the Revenue Allocation Area and shall focus on entrepreneurship and business development.
- b. Local Start-Up Investor Meetings or "Pitch Nights": At a minimum, KCDC shall conduct two (2) Pitch Nights during the term of this Agreement. Pitch Nights shall be held within the boundaries of the Revenue Allocation Area and shall focus on generating capital for local start-up companies from investors.

- c. Public Outreach & Marketing: KCDC shall promote and market to businesses interested in locating or relocating their operations within the KURA Revenue Allocation Area.
- d. Quarterly Report of Activities. KCDC 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.
- e. Business Development & Mentoring. KCDC shall provide to the public: business development assistance and mentoring to entrepreneurs and startups, primarily at the Ketchum Incubation Center (KIC). Mentor recruitment and business assistance shall be provided by industry experts.
- f. Employment Goals: The KURA recognizes the KCDC will commit resources to achieving the following goals and will report on its progress in each Quarterly Report. KCDC commits to accomplishing the following goals by September 30, 2017:
  - i. Companies in Residence: 16
  - ii. Employees in Residence: 22
  - iii. New Hires of KIC Affiliated Companies: 5

The KCDC is requesting \$31,700 from the KURA in Fiscal Year 2016-2017 for accomplishing the above listed services and objectives.

#### Financial Requirement/Impact

The KCDC is requesting \$31,700 from the KURA. The KURA board can allocate funds for services that the agency cannot provide on its own. During the budget process, the KURA board approved \$227,300 for economic development projects. This request would come out of this line item.

#### Recommendation

Staff recommends discussing the proposal submitted by KCDC and directing staff and KCDC accordingly.

#### Recommended Motion

“I move to approve the Contract for Services with KCDC.”

#### Attachments:

1. Contract for Service between KURA and KCDC

## CONTRACT FOR SERVICES

THIS CONTRACT FOR SERVICES (“Agreement”) is made and entered into this 7th day of November, 2016, 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 Ketchum Community Development Corporation, an Idaho non-profit corporation (hereinafter referred to as “KCDC”). Collectively, KURA and KCDC 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. KCDC provides economic development support for the City of Ketchum (the “City”) and works closely with the City and KURA to identify and support projects that encourage job creation and private development.

E. KCDC desires to create a strong economic climate for the City and the surrounding community and region.

F. Supporting promotion of the Revenue Allocation Area by attracting new businesses through targeted, economic development efforts constitutes a valid public purpose and is consistent with the goals of the Amended Plan, the Law and the Act.

G. KURA desires to contract with KCDC for professional services to provide

economic development services to increase the number of businesses hiring permanent, full-time jobs within the Revenue Allocation Area. KURA believes these services 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.

H. The parties specifically acknowledge and agree that all funds paid to KCDC under this Agreement shall be used solely to provide services for KURA for the purpose of job creation, which is a direct quantifiable and measurable result of investing public funds for a public purpose.

I. 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 KCDC, 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 KCDC an amount not to exceed thirty-one thousand seven hundred and 00/100 (\$31,700.00) 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 November 7, 2016, until September 30, 2017.
3. Scope of Services. KCDC shall provide the following services:
  - a. Public Workshops to Promote Economic Development: At a minimum, KCDC shall provide six (6) public workshops during the term of this Agreement. Workshops shall be held within the boundaries of the Revenue Allocation Area and shall focus on entrepreneurship and business development.
  - b. Local Start-Up Investor Meetings or "Pitch Nights": At a minimum, KCDC shall conduct two (2) Pitch Nights during the term of this Agreement. Pitch Nights shall be held within the boundaries of the Revenue Allocation Area and shall focus on generating capital for local start-up companies from investors.
  - c. Public Outreach & Marketing: KCDC shall promote and market to businesses interested in locating or relocating their operations within the KURA Revenue Allocation Area.
  - d. Quarterly Report of Activities. KCDC 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.

- e. Business Development & Mentoring. KCDC shall provide to the public: business development assistance and mentoring to entrepreneurs and startups, primarily at the Ketchum Incubation Center (KIC). Mentor recruitment and business assistance shall be provided by industry experts.
  - f. Employment Goals: The KURA recognizes the KCDC will commit resources to achieving the following goals and will report on its progress in each Quarterly Report. KCDC commits to accomplishing the following goals by September 30, 2017:
    - i. Companies in Residence: 16
    - ii. Employees in Residence: 22
    - iii. New Hires of KIC Affiliated Companies: 5
4. Budget, IRS Filings, Annual Work Plan, Monthly Record Keeping and Availability of Records.
- a. Budget. Within thirty (30) days after the execution of this Agreement, KCDC shall submit its 2016 Year-to-Date P&L and Balance Sheet to KURA, in a form which is satisfactory to KURA, showing income, expenses and particular fund balances. KCDC shall submit its 2017 Operating Budget to KURA when such budget has been approved by the KCDC Board. This operating budget shall contain sufficient information and detail to permit meaningful review by the public.
  - b. IRS Filings. Within fifteen days (15) days after execution of this Agreement, KCDC shall submit to KURA IRS Form 990 and all associated documents for the previous two (2) years of operation.
  - c. Financial Accounting and Reporting Requirements. KCDC shall submit to KURA a year-end financial statement within ninety (90) days of KCDC’s fiscal year-end, which shall be prepared in a format that details the expenditure of KURA funds paid to KCDC 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 KCDC’s financial records. Any duly authorized agents of the KURA shall be entitled to inspect and audit all books and records of KCDC 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, KCDC shall remit the disallowed amount to KURA within thirty (30) days of notification by KURA of such improper expenditures.

- d. General Requests. Upon request, and within a reasonable time period, KCDC 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.
  - e. Retention of Records. KCDC 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 KCDC under this Agreement to ensure compliance with the terms and conditions herein with reasonable prior notice and during the normal business hours of KCDC.
5. Payments. To receive payments for the services described in Section 3 of this Agreement, KCDC shall submit the Quarterly Reports described in paragraph 3(d) of this Agreement. Upon acceptance of the Quarterly Reports by the KURA Board, payment shall be made within thirty (30) days. The amount of each quarterly payment to be paid to KCDC shall be seven thousand nine hundred twenty-five and 00/100 (\$7,925.00).
6. Record of Funds. In order to insure proper financial accountability, KCDC 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 KCDC 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 KCDC 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

Ketchum Community Development Corporation  
PO Box 6452  
Ketchum, ID 83340

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 KCDC'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, KCDC 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 KCDC shall fail to fulfill its obligations in compliance with the Scope of Services as set forth in Section 3, or if KCDC 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, KCDC shall be paid a pro-rata amount of the quarterly payment earned in accordance with this Agreement through the cancellation date.

Notwithstanding the above, KCDC shall not be relieved of liability to KURA by virtue of any breach of this Agreement by KCDC, and KURA may withhold any payments to KCDC for the purpose of set-off until such time as the exact amount of damages due KURA from KCDC is determined. KCDC 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 KCDC hereby agree that the KCDC 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. KCDC, 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. KCDC shall be solely responsible for the payment of all payroll and withholding taxes for amounts paid to KCDC under this Agreement and for KCDC's payments for work performed in performance of this Agreement by KCDC, its agents and employees; and KCDC 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.

KURA shall determine the work to be done by KCDC, but KCDC shall determine the legal means by which it accomplishes the work specified by KURA. KURA agrees that it will have no right to control or direct the method, manner, or means by which KCDC accomplishes the results of the services performed hereunder. KCDC has no obligation to work any particular hours or days or any particular number of hours or days. KCDC 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 KCDC.

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

- d. Compliance With Laws/Public Records. KCDC 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. KCDC 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. KCDC 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 KCDC, in whole or in part, without the prior written consent of KURA.
- f. Hold Harmless Agreement. KCDC 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 KCDC.
- 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 KCDC, 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. KCDC shall incorporate or cause to be incorporated in all such contracts, a provision prohibiting such interest pursuant to this provision.

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

**Ketchum Urban Renewal Agency**

**Ketchum Community Development Corporation**

\_\_\_\_\_  
Baird Gourlay, Chair

\_\_\_\_\_  
Jon Duval, Director

ATTEST:

\_\_\_\_\_  
Robin Crotty, City Clerk



## **Ketchum Urban Renewal Agency**

**P.O. Box 2315 | 480 East Ave. N. | Ketchum, ID 83340**

November 7, 2016

Chairman and Commissioners  
Ketchum Urban Renewal Agency  
Ketchum, Idaho

Chairman and URA Commissioners:

### **Discussion of Contract for Services with Sun Valley Economic Development**

#### Introduction/History

The KURA has allocated \$227,300 for economic development projects in Fiscal Year 2016-17. More specifically, the Board identified \$15,000 for a contract for services with Sun Valley Economic Development. On October 17, the KURA board discussed a contract for services with SVED and directed staff to draft an agreement for review at the November 7 meeting.

#### Current Report

The attached contract for services with SVED reflects the KURA board's discussions from October 17 and has been review and approved by staff and the attorney. SVED has also reviewed the draft, however their final comments may not be reflected in the attached copy.

The contract under review complies with Resolution 16-URA3.

The following summarizes the services and deliverables specified in this contract for services:

- a. Business Development within the KURA Revenue Allocation Area.
  - i. SVED shall attract new businesses and relocate existing businesses within the boundaries of the KURA Revenue Allocation Area by identifying and soliciting potential companies and businesses to bring their operations to the Revenue Allocation Area.
  - ii. For existing businesses, SVED shall provide consulting and mentoring services to improve and strengthen businesses currently located within the project area.
- b. Project Development within the KURA Revenue Allocation Area.
  - a. SVED shall make measurable and quantifiable progress on making

the following projects occur within the KURA Revenue Allocation Area:

1. Olympic Center Development
2. Human Performance Lab Development
3. Culinary/Cooking School Development
4. Other innovation project development

For the above projects, measurable progress shall be defined as advancing community partnerships, obtaining capital or securing financing, developing business plans, and executing contract and agreements.

- c. Economic Development Consulting to KURA. On a case by case basis, SVED shall respond and fulfill specific requests submitted to SVED from the KURA Board regarding requests for economic analysis and research as it may relate to projects within the KURA Revenue Allocation Area.

#### Financial Requirement/Impact

The KURA board can allocate funds for services that the agency cannot provide on its own. During the budget process, the KURA board approved up to \$15,000 for a future contract with Sun Valley Economic Development. The current contract would obligate the KURA to pay \$15,000 during the course of FY16-17, if SVED meets the conditions of the contract.

#### Recommendation

Staff recommends discussing the proposed contract for services and directing staff and SVED accordingly.

#### Recommended Motion

"I move to approve the Contract for Services with SVED."

#### Attachments:

1. Contract for Services between KURA and SVED

## CONTRACT FOR SERVICES

THIS CONTRACT FOR SERVICES (“Agreement”) is made and entered into this 7th day of November, 2016, 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 Economic Development Corp., an Idaho non-profit corporation (hereinafter referred to as “SVED”). Collectively, KURA and SVED 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. SVED provides projects and services with the goals of attracting new businesses and jobs, promoting business growth and success, educating and advocating on critical business issues, enhancing the economic impact of existing assets, attracting visitors and events and increasing overall economic activity.

E. SVED’s stated mission is “to create a thriving, diversified, year-round economy for the Sun Valley Region.”

F. Supporting promotion of the Revenue Allocation Area by attracting new businesses through targeted, economic development efforts constitutes a valid public purpose and is consistent with the goals of the Amended Plan, the Law and the Act.

G. KURA desires to contract with SVED for professional services to provide economic development support through business and land development efforts within the Revenue Allocation Area. Through increased business attraction and expansion, infrastructure improvements and project development within the Revenue Allocation Area, the number of businesses hiring permanent, full-time jobs within the Revenue Allocation Area is expected to increase. KURA believes these services to promote business development 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.

H. The parties specifically acknowledge and agree that all funds paid to SVED under this Agreement shall be used solely to provide services for KURA for business attraction and expansion, support of infrastructure improvements, advice and support on housing improvement projects and identification and support of community partnerships within the Revenue Allocation Area. The proposed services lead to direct quantifiable and measurable results of investing public funds for a public purpose.

I. 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 SVED, 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 SVED an amount not to exceed fifteen thousand and no/100 (\$15,000.00) 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 November 7, 2016, until September 30, 2017.
3. Scope of Services. The Parties hereby agree that SVED shall provide certain services to KURA as set forth in the Scope of Services attached hereto as Exhibit A.
4. Reports, Budget, IRS Filings, Annual Work Plan, Monthly Record Keeping and Availability of Records.
  - a. Quarterly Report of Activities. SVED 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, SVED shall submit its 2016 Year-to-Date P&L and Balance Sheet to KURA, in a form which is satisfactory to KURA, showing income, expenses and particular fund balances. SVED shall submit its 2017 Operating Budget to KURA when such budget has been approved by the SVED Board. This operating budget shall contain sufficient information and detail to permit meaningful review by the public.
  - c. IRS Filings. Within fifteen days (15) days after execution of this Agreement, SVED shall submit to KURA IRS Form 990 and all associated documents for the previous two (2) years of operation.
  - d. Financial Accounting and Reporting Requirements. SVED shall submit to KURA a year-end financial statement within ninety (90) days of SVED's fiscal year-end, which shall be prepared in a format that details the expenditure of KURA funds paid to SVED 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 SVED's financial records. Any duly authorized agents of the KURA shall be entitled to inspect and audit all books and records of SVED 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, SVED 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, SVED 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. SVED 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 SVED under this Agreement to ensure compliance with the terms and conditions herein with reasonable prior notice and during the normal business hours of SVED.
5. Payments. To receive payments for the services described in Section 3 of this Agreement, SVED shall submit the Quarterly Reports described in paragraph 4(a) of this Agreement. Upon acceptance of the Quarterly Reports by the KURA Board, payment shall be made within thirty (30) days. The amount of each quarterly payment to be paid to SVED shall be three thousand seven hundred fifty and 00/100 (\$3,750.00).
6. Record of Funds. In order to ensure proper financial accountability, SVED 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 SVED 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 SVED 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

Ketchum Community Development Corporation  
PO Box XXXX  
Ketchum, ID 83340

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 SVED'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, SVED 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 SVED shall fail to fulfill its obligations in compliance with the Scope of Services as set forth in Section 3, or if SVED 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, SVED shall be paid a pro-rata amount of the quarterly payment earned in accordance with this Agreement through the cancellation date.

Notwithstanding the above, SVED shall not be relieved of liability to KURA by virtue of any breach of this Agreement by SVED, and KURA may withhold any payments to SVED for the purpose of set-off until such time as the exact amount of damages due KURA from SVED is determined. SVED 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 SVED hereby agree that the SVED 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. SVED, 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. SVED shall be solely responsible for the payment of all payroll and withholding taxes for amounts paid to SVED under this Agreement and for SVED's payments for work performed in performance of this Agreement by SVED, its agents and employees; and SVED 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.

KURA shall determine the work to be done by SVED, but SVED shall determine the legal means by which it accomplishes the work specified by KURA. KURA agrees that it will have no right to control or direct the method, manner, or means by which SVED accomplishes the results of the services performed hereunder. SVED has no obligation to work any particular hours or days or any particular number of hours or days. SVED 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 SVED.

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

- d. Compliance With Laws/Public Records. SVED 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. SVED 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. SVED 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 SVED, in whole or in part, without the prior written consent of KURA.
- f. Hold Harmless Agreement. SVED 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 SVED.
- 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 SVED, 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. SVED shall incorporate or cause to be incorporated in all such contracts, a provision prohibiting such interest pursuant to this provision.

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

**Ketchum Urban Renewal Agency**

**Sun Valley Economic Development Corp.**

\_\_\_\_\_  
Baird Gourlay, Chair

\_\_\_\_\_  
Harry Griffith, Executive Director

ATTEST: \_\_\_\_\_  
Robin Crotty, City Clerk

Exhibit A

SVED shall provide the following services:

- a. Business Development within the KURA Revenue Allocation Area.
  - i. SVED shall attract new businesses and relocate existing businesses within the boundaries of the KURA Revenue Allocation Area by identifying and soliciting potential companies and businesses to bring their operations to the Revenue Allocation Area.
  - ii. For existing businesses, SVED shall provide consulting and mentoring services to improve and strengthen businesses currently located within the project area.
- b. Project Development within the KURA Revenue Allocation Area.
  - a. SVED shall make measurable and quantifiable progress on making the following projects occur within the KURA Revenue Allocation Area:
    - 1. Olympic Center Development
    - 2. Human Performance Lab Development
    - 3. Culinary/Cooking School Development
    - 4. Other innovation project development

For the above projects, measurable progress shall be defined as advancing community partnerships, obtaining capital or securing financing, developing business plans, and executing contract and agreements.
- c. Economic Development Consulting to KURA. On a case by case basis, SVED shall respond and fulfill specific requests submitted to SVED from the KURA Board regarding requests for economic analysis and research as it may relate to projects within the KURA Revenue Allocation Area.