

**CITY OF CHUBBUCK**  
**REQUEST FOR PROPOSAL (RFP)**

**Chubbuck Recreational League**  
**Youth Sports Portrait Photography**

Issue Date: January 25, 2024

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# 1 Request For Proposals Administrative Information

RFP Title:	Chubbuck Recreational League Youth Sports Photography
RFP Project Description:	The City of Chubbuck is requesting proposals to photograph teams' and individual players' portraits in the recreational leagues' youth sports, and to offer photo packages for sale.
RFP Lead:	Kayla McCain 290 E Linden Ave. Chubbuck, ID 83202 (208) 237-2430 ext. 150 <a href="mailto:kmccain@cityofchubbuck.us">kmccain@cityofchubbuck.us</a>
Submit sealed bids:	City of Chubbuck Attn: Kayla McCain, Program Specialist 290 E. Linden Ave. Chubbuck, ID 83202
Publish Notice on website:	January 25, 2024
RFP Closing Date:	February 23, 2024 at 5 PM
Contract Award Date (Anticipated):	March 7, 2024

## 2 PHOTOGRAPHY SPECIFICATIONS

### **Purpose**

The City of Chubbuck is soliciting proposals from qualified firms interested in providing photography portrait services for youth sports for a two year period- March 1, 2024 through February 28, 2026. Programs include Boys Baseball, Girls Softball, and T-ball. The selected contractor, based on the written proposal and interview process identified as the best qualified contractor for the services, will enter into contract negotiations with the City of Chubbuck.

If compensation or other terms cannot be agreed upon with the top-ranking proposer, the City may terminate negotiations with that Proposer and enter into negotiations with the next highest-ranking proposer.

The selected contractor shall agree to all of the terms and conditions as set forth in the professional agreement with the City “**Exhibit A – Team and Individual Youth Sports Portraits Licensing Agreement Sample,**” and be ready to execute same at time of award.

Duties and Requirements: Completed proposals must include a written description of the proposer’s ability to meet the following duties and requirements:

1. Work with city staff to schedule team and individual portrait picture days during each sport’s program.
2. Provide sufficient staffing and equipment to complete all team and individual photos in a timely manner. Many leagues play at the same time but at differing locations.
3. Deliver picture day information forms to the Parks & Recreation Division for each player no later than fourteen (14) days prior to picture day.
4. Offer a variety of affordable picture packages.
5. Collect and account for all money paid for photo packages while offering a variety of methods of payment.
6. Return all photos to the Parks & Recreation Division for distribution no later than two (2) weeks prior to the end of regular season play.

-OR-

Contractor may mail purchased photographs directly to players (PREFERRED OPTION)

7. Provide all participants with clear, properly formatted, professional quality color prints.
8. Resolve any problems associated with photo sessions or with the delivered products.
9. Ensure all photos and merchandise will be returned to individual said teams. The Park & Recreation Division will assist with distributing the merchandise to each team during the regular seasons, however, in the event merchandise is not ready by the end of the season, the contractor will be solely responsible to deliver the merchandise to the players/customers.
10. Provide a report within 30 days of photography session showing the total sales generated from each photography session.
11. Agree to pay City of Chubbuck Parks and Recreation a set commission rate of gross sales or a set amount for each package sold for each sport programs’ photography session. This should be paid within fifteen (15) days of the generated sales report.

### Chubbuck Parks & Recreation Responsibility:

1. The Parks & Recreation Division will provide the Contractor (Photographer) league schedules prior to the beginning of play.
2. Provide adequate space to take photographs.
3. Distribute picture day information to each player (as provided by the Contractor).
4. Distribute photographs to individual players, if needed, as set forth above.

Chubbuck Recreation League Youth Sports Programs:

Program	# of Teams (Average)	# of Players per Team (Average)	2024 Season
Boys Baseball	28	230	TBD- Approx. mid-April through end of June
Girls Softball	20	200	TBD- Approx. end of May through early July
T-Ball	40	375	TBD- Approx. month of June

Intent: The City’s intent in awarding the photography contract is to provide professional, courteous and efficient service to the public with a maximum monetary return to the City in the form of commission, to assist with the funding of the Programs.

Limitations: Nothing in this contract will prohibit the City of Chubbuck from contracting, or otherwise providing, separate action sports photographic services

Contract Award & Term: A contract shall be awarded to the responsible contractor submitting a proposal which provides the best service to the public, and/or greatest income potential to the City, to assist with the funding of the Programs. The term of the contract shall be for an initial term of two (2) years, with an option to renew for additional years at the discretion of Chubbuck Parks & Recreation.

Qualifications: Each responding firm must provide proof of the following:

1. Proof of a valid Chubbuck business license, or stated intent to obtain one prior to operations.
2. Name, address, and phone number of three (3) references.
3. Proof of providing similar services for similar sized programs.
4. Proof of insurance, including: Business Liability (naming the City of Chubbuck as Additional Insured).

Proposal Requirements:

Only complete proposals will be accepted.

1. List of three (3) references including company name, contact person, address, phone number, and email address.
2. List of three (3) similar sized services the firm has provided in the past three (3) years.
3. Samples of previous work including at least 4 photo(s)- team and individual, registration form(s), a list of package options and prices, and an example web store for online ordering (if any).
4. Proof of liability insurance (City of Chubbuck to be added once contract is awarded).
5. Letter of interest including:
  - a. Name of applicant/firm
  - b. Contact information
  - c. Statement of interest
  - d. Statement of ability to provide needed services (as listed in the ‘Duties and Requirements’ section)
6. Proof of valid City of Chubbuck business license, or written statement indicated willingness to obtain one prior to commencing contract.
7. Statement indicating the “percentage of gross sales” or the amount of “per package sold” to be returned to City of Chubbuck Parks & Recreation.
8. It is the responsibility of the contractor to ensure all photos and merchandise be returned to individuals and teams. The Parks & Recreation Division will assist in distributing merchandise to each team during the regular season, however, in the event merchandise is not ready by the end

of the season, the contractor will be solely responsible to deliver the merchandise to the players/customers.

Billing: Payments may be mailed or hand-delivered to the Permitting Desk, 290 E. Linden Ave., Chubbuck, ID 83202.

Public Information: Proposals may be considered a public record after the award of the contract. Confidential information will not be accepted on this project without prior written authorization.

Indemnification and Insurance: Contractors shall indemnify and save and hold harmless the City of Chubbuck from and for any and all losses, claims, actions, judgments for damages, including consequential damages, or injury to persons or property and losses and expenses caused or incurred by contractor, its servants, agents, employees, guests, and business invitees, or by failure of the equipment provided by contractor, and not caused by or arising out of the tortuous conduct of the City of Chubbuck or its employees. The limits of insurance shall not be deemed a limitation of the covenants to indemnify and save and hold harmless the City of Chubbuck; and if the City of Chubbuck becomes liable for an amount in excess of the insurance limits, herein provided, contractor covenants and agrees to indemnify and save and hold harmless the City of Chubbuck from and for all such losses, claims, actions, or judgments for damages or liability to persons or property. Contractor shall provide the City of Chubbuck with a Certificate of Insurance or other proof of insurance **naming the City of Chubbuck as an additional insured** and evidencing contractor's compliance with the requirements of this paragraph and file such proof of insurance with Parks & Recreation Division.

Additionally, contractor shall maintain, and specifically agrees that it will maintain, throughout the term of the agreement, liability insurance. This is not required at the time of application, but will be required if proposer is awarded the contract. Proposer will need to indicate as part of the Proposal Questionnaire if this insurance will need to be obtained.

Licensee shall maintain, and specifically agrees that it will maintain, throughout the term of this Agreement, Commercial General Liability Insurance, Workers' Compensation Insurance, and Employers' Liability Insurance in the form of a certificate of insurance issued on behalf of the City of Chubbuck, naming the City (Licensor) as an additional insured on the liability policies, for the following minimum limits and coverages:

Commercial General Liability Insurance in the following amounts:

- General Aggregate \$2,000,000
- Product/Completed Operations Aggregate \$2,000,000
- Personal & Advertising Injury Liability \$1,000,000
- Per Occurrence \$1,000,000
- Fire Legal Liability \$50,000

Workers' Compensation Insurance – regardless of the number of employees or lack thereof – in the statutory limits as required by the State of Idaho.

Employers' Liability Insurance in the following amounts:

- Bodily Injury by Accident \$100,000 each accident
- Bodily Injury by Disease \$500,000 policy limit
- Bodily Injury by Disease \$100,000 each employee

Additionally, the contractor shall have and maintain during the life of this contract, statutory Workers Compensation, regardless of the number of employees, or lack thereof, to be engaged in work on the project

under this agreement (including self), as set forth above. Proof of insurance must be provided to the City of Chubbuck. This is not required at the time of application, but will be required if proposer is awarded the contract. Proposer will need to indicate as part of the Proposal Questionnaire if worker's compensation is current or needs to be obtained.

### **3 CLARIFICATION/PROTEST/CHALLENGE PROCESS**

#### **Clarification and/or Protest of Bid Requirements, Standards, Specifications, or Process**

Any Contractor who wishes to request clarifications about or protest the requirements, standards, specifications, or process outlined in this Request for Proposals may submit a written notification to City of Chubbuck, C/O Community Services, 290 E. Linden Ave., Chubbuck, ID 83202 to be received no later than three (3) working days prior to proposal due date. The notification shall state the exact nature of the clarification request or protest. In the case of a protest, contractor shall describe the location of protested portion or clause in the proposal document and explain why the provision should be struck, added, or altered, and contain suggested corrections. In the event of a protest, the project Manager may deny the protest, require that the proposal be modified, modify the proposal, and/or reject all or part of the protest.

#### **Clarification and/or Protest of Contractor Selection or Contract Award**

Any actual or prospective proposer who is aggrieved in connection with the selection of a firm or award of the contract or proposal may submit a protest to the City of Chubbuck. The protest shall be submitted in writing within seven (7) calendar days after such aggrieved person knows or should have known the facts which give rise to the protest. The protest must set forth in specific terms the alleged reason the Contractor selection or contract award is erroneous.

THE CITY OF CHUBBUCK RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS, TO WAIVE ANY IRREGULARITIES IN THE PROPOSALS RECEIVED, AND TO ACCEPT THE PROPOSAL DEEMED MOST ADVANTAGEOUS TO THE BEST INTEREST OF THE CITY.

### **4 PHOTOGRAPHER SELECTION**

We appreciate your interest in our project and realize that the development of proposals is a time consuming effort. Please be assured your proposal will be given every consideration by the City of Chubbuck.

The scope of work for this RFP shall include, but is not limited to, the furnishing of photographic products, products offered, cost to the patrons, and a profit sharing proposal as stated in these specifications. Only complete applications will be reviewed and ranked as follows.

Contractor selection shall be based on the following:

1. Products and packages provided by Contractor (10 pts)
2. Experience in providing comparable sized operations (15 pts)
3. Product and proposed prices (5 pts)
4. Web store for online ordering (5 pts)
5. City of Chubbuck commission proposal, to assist in funding the Programs (20 pts)
6. References (5 pts)
7. Interview, if required. (10 pts)

Note: Only the top-rated proposers will be invited for the interview process, if necessary. Samples which accurately reflect the photo package types and quality may be required at the interview.

**Completed applications must be submitted in a sealed envelope addressed to:**

City of Chubbuck  
Attn: Kayla McCain, Program Specialist  
290 E. Linden Ave.  
Chubbuck, ID 83202



**CITY OF CHUBBUCK  
RECREATIONAL LEAGUE  
YOUTH SPORTS PORTRAITS PROPOSAL APPLICATION  
Return in Sealed Envelope**

We appreciate your interest in applying to provide youth sports portraits. Please be assured your application shall be given every consideration by the City of Chubbuck. **Only complete applications shall be reviewed;** so please be thorough in your responses.

Name of Business: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Phone #: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

It is the intent of the City of Chubbuck to enter into a contract for services (see Exhibit A – Sample Self- Contained License Agreement), with an initial term of two (2) years, with options to renew upon mutual agreement for additional terms of one year.

**PROPOSAL QUESTIONNAIRE**

The following questions and specifications will help the City determine the most qualified contractor to provide services the City desires to contract for. It is the intent of the City to evaluate the responses to the RFP based on the points allocated in section 5 CONTRACTOR SELECTION. Please include any additional information you feel will assist the City in fairly evaluating your company's services. The contractor selected based on the written proposal may then be interviewed in order for the City to select the best qualified candidate. Attach additional pages if needed.

1. **What packages will you as a contractor provide?**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. **Number of Staff who will be present to assist with photo sessions:** \_\_\_\_\_

\_\_\_\_\_

3. **Do you have current liability insurance as set forth in the RFP?** \_\_\_\_\_. **If no, are you willing to obtain the needed insurance if awarded the contract?** \_\_\_\_\_
4. **Do you have current worker’s compensation insurance, as set forth in the RFP?** \_\_\_\_\_. **If no, are you willing to obtain the needed insurance if awarded the contract?** \_\_\_\_\_
5. **Do you have a current Chubbuck business license?** \_\_\_\_\_ **if no, are you willing to obtain the needed license if awarded the contract?** \_\_\_\_\_

6. **Experience in providing a similar sized service** (please describe your experience in this area):

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7. **Product and Price Schedule:** List all proposed products and prices you anticipate offering customers for the season.

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Price Sheet Attached (required)       YES       NO

8. **References:** Please include 3 Professional References.

Name	Address	Phone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____

9. At least four (4) Portfolio Images (team and individual) Attached (required)       YES  
 NO

10. **Additional Contractor Comments/Information:** Include any additional information that you feel can add additional value to the City, or you wish to be considered in awarding the RFP.

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11. **Commission Proposal:** What percentage of gross sales or amount per package sold do you propose to return to the City of Chubbuck Parks and Recreation Division, to assist in the funding of the programs?

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## EXHIBIT A – Sample Licensing Agreement

### LICENSE AGREEMENT

#### Team and Individual Youth Sports Portraits Licensing Agreement

This LICENSE AGREEMENT (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between City of Chubbuck (“Licensor”) and \_\_\_\_\_ (“Licensee”).

#### RECITALS

[Recitals to be added]

#### ARTICLE I – DEFINITIONS

1.1 Defined Terms: The following terms shall have the meanings stated below:

[Defined terms to be added]

#### ARTICLE II – TERMS OF LICENSE AGREEMENT

2.1 Term: This License Agreement shall become effective \_\_\_\_\_ and shall continue until \_\_\_\_\_ or until such termination or default as provided for by this Agreement.

2.2 Renewal: This License Agreement can be renewed twice for successive one (1) year terms as set forth below. Formal execution of an Addendum to this Agreement, setting forth the intentions of the Licensor and Licensee to renew and any new or modified terms and conditions, shall be required for renewal. Neither Licensor nor Licensee shall be under any obligation to renew this License Agreement.

2.3 Termination: The ability to terminate this Agreement without cause, by either party, expressly includes non-appropriation of funds by the City of Chubbuck for the recreation programs at issue. Additionally, either party may terminate without cause under the following circumstances:

- a. Total destruction: Should the facility or an essential part of the area used by Licensee for business operations be totally destroyed by fire, flood, or other casualty, this Agreement shall immediately terminate.
- b. Partial destruction: In the case of partial destruction of the area used by Licensee for business operations, either party may terminate this Agreement within ten (10) days following such partial destruction, such notice to be given to the other party not less than ten (10) days prior to the chosen date of termination.

- c. If Licensee makes an assignment for the benefit of creditors, or is placed in receivership or adjudicated bankrupt, or takes advantage of any bankruptcy or insolvency law, Licensor may terminate this Agreement by giving written notice to Licensee specifying the date of termination, such notice to be given not less than ten (10) days prior to the date specified in such notice for the date of termination.

### **ARTICLE III – LICENSE AND PREMISES**

3.1 Grant of License: Licensor hereby grants to Licensee an exclusive license to operate portrait photography for the baseball, softball, and tee ball leagues in accordance with the terms and conditions of this Agreement.

- a. [Specific terms to be added].
- b.
- c.

3.2 License Premises: The Licensee is allowed access to the area of use and the exclusive ability to provide portrait photography services for recreational league youth sports.

3.3 Exclusive and Revocable License: Licensee acknowledges this exclusive License is revocable should Licensee’s business operations not comport with the terms of this Agreement.

3.4 Limitations on Use: Licensee acknowledges this exclusive, revocable License does not provide any right to offer action sports photos from Chubbuck Recreational League sports.

3.5 Lawful Business Use: During the term of this Agreement, Licensee shall use previously approved City facilities exclusively for the business described herein and in any attached exhibits. The Licensee shall not allow such premises or any part thereof to be used for any immoral or illegal purposes and shall not allow, suffer, or permit such premises to be used for any purpose, business, activity, use function, or object to which Licensor objects in writing. The Licensee shall, at all times during the terms of this Agreement, be subject to the lawful exercise of the police power of the City of Chubbuck.

### **ARTICLE IV – DUTIES OF LICENSEE**

4.1 Duties: In exchange for the privilege of obtaining this exclusive, revocable license, Licensee agrees to:

- a. Provide all services and business operations in a safe and law-abiding manner.
- b. Follow all rules and regulations of the area of use, the laws of the City of Chubbuck, and applicable laws of the State of Idaho and United States Government.
- c. Work with city staff to schedule team and individual portrait picture days during each sports program.
- d. Provide sufficient staffing and equipment to complete all team and individual photos in a timely manner. Many leagues play at the same time but at differing locations.
- e. Deliver picture day information forms to the Parks & Recreation Division for each player no later than fourteen (14) days prior to picture day.
- f. Offer a variety of picture packages, including affordable options.
- g. Collect and account for all money paid for photo packages while offering a variety of methods of payment.
- h. Return all photos to the Parks & Recreation Division for distribution no later than two (2) weeks prior to the end of regular season play.
- i. Keep all company vehicles on roadways and improved parking lots within or associated with the property boundaries unless permission is given by the Chubbuck Parks & Recreation Division.

- j. At the termination of this Agreement, either by natural expiration or default as provided, return the area of use to its original condition excepting normal wear and tear.

4.2 No Assignment: Licensee shall not assign this Agreement or any of its privileges hereunder, either voluntarily or involuntarily, without the prior written consent of Licensor.

4.3 Limitations: This Agreement shall apply to and be binding on Licensee only to the extent Licensee's business operates within the parameters of this Agreement..

4.4 Default and Cancellation: If Licensee is in default of any of the terms and conditions of this Agreement or violates any laws of the United States, the State of Idaho, or applicable Chubbuck city ordinances, rules or regulations and thereafter fails or refuses to perform or correct the conditions constituting a breach or default, after five (5) days written notice this Agreement shall be deemed terminated and forfeited without further notice or demand, and all rights of Licensee hereunder shall be terminated.

4.5 Code of Conduct: In order to ensure a professional and respectful relationship with the general public, City of Chubbuck requires its business licensees to behave in a civil and courteous manner at all times. While it is impossible to list every type of conduct that is unacceptable, the following are examples of behavior that may, at the sole discretion of the Licensor, result in license revocation:

- a. Harm or threat of harm to any member of the public, City employee, City government, or City property, regardless of location.
- b. Physical violence against persons or property.
- c. Sabotage of City property or processes.
- d. Theft or unauthorized removal or possession of the City's property or another person's property from City premises.
- e. Speech or conduct with the public that violates commonly accepted standards and that, under present circumstances, has no redeeming social value, including the use of profane, indecent, or abusive language.
- f. Speech or conduct deemed rude, disrespectful, aggressive, intimidating, harassing or otherwise inappropriate when conducting licensee's business.
- g. Making malicious, vindictive, false, and/or harmful statements about others or engaging in verbal abuse, altercations or outbursts.
- h. Any conduct that obstructs, disrupts, or interferes with City business, service, work environment or administrative functions, including City-sponsored events.
- i. Untruthfulness related to use of the license which could hinder or jeopardize the City's interests.
- j. Use, possession, distribution, or sale of illegal drugs, paraphernalia, or controlled substances not prescribed to the user by a physician, on City property or at City sponsored events, including the use of alcohol, drugs, or controlled substances while working in accordance with the license.

4.6 Criminal History: Licensee shall not employ to work under the terms of this License any employee, servant, or agent who is unsuitable to interact with children. "Unsuitable to interact with children" shall mean having been convicted of a crime listed in Idaho Code § 18-8304 (or similar statute from any other state or territory) or required to register under Idaho's Sexual Offender Registration Notification and Community Right-to-Know Act, Idaho Code § 18-8301 et seq. (or similar statute from any other state or territory).

- a. Licensee, at their own expense, shall conduct appropriate and applicable background and reference checks on each of its employees, servants, and/or agents to ascertain that there is no history of behavior that would make Licensee or its employees, servants, or agents unsuitable to interact with children.
- b. By signing this Agreement, Licensee hereby certifies to Licensor that each of Licensee's employees, servants, and/or agents is suitable to interact with children and shall continue to be suitable to interact with children during all times that Licensee is conducting business operations within the facilities.

## ARTICLE V – INDEMNIFICATION AND INSURANCE

5.1 Indemnification: Licensee shall protect, defend, and hold Licensor and its officials, agents and/or employees completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court costs, and expert fees), of any nature whatsoever arising out of the negligent acts or omissions of Licensee or its officers, agents, employees, contractors, subcontractors, or invitees incident to this License and/or the use or occupancy in the area of use regardless of where the injury, death, or damage may occur. The provisions of this section shall be deemed to be a separate contract between the parties and shall survive the expiration or any default, termination or forfeiture of this License.

5.2 Liability Insurance: Licensee shall maintain, and specifically agrees that it will maintain, throughout the term of this Agreement, Commercial General Liability Insurance, Workers' Compensation Insurance, and Employers' Liability Insurance in the form of a certificate of insurance issued on behalf of the City of Chubbuck, naming the City (Licensor) as an additional insured on the liability policies, for the following minimum limits and coverages:

Commercial General Liability Insurance in the following amounts:

General Aggregate \$2,000,000  
Product/Completed Operations Aggregate \$2,000,000  
Personal & Advertising Injury Liability \$1,000,000  
Per Occurrence \$1,000,000  
Fire Legal Liability \$50,000

Workers' Compensation Insurance – regardless of the number of employees or lack thereof – in the statutory limits as required by the State of Idaho.

Employers' Liability Insurance in the following amounts:

Bodily Injury by Accident \$100,000 each accident  
Bodily Injury by Disease \$500,000 policy limit  
Bodily Injury by Disease \$100,000 each employee

The limits of insurance shall not be deemed a limitation of the covenants to indemnify and save a hold harmless Licensor. And if Licensor becomes liable for an amount in excess of the insurance limits herein provided, Licensee covenants and agrees to indemnify and save and hold harmless Licensor from and for all such losses, claims, actions or judgments for damages or liability to persons or property. Licensee shall provide Licensor with a Certificate of Insurance or other proof of insurance evidencing Licensee's compliance with the requirements of this paragraph and file such proof of insurance with Licensor's Risk Manager and Division of Parks and Recreation. In the event the insurance minimums of the Idaho Tort Claims Act are changed to exceed the above-listed amounts, the Licensee shall immediately submit proof of compliance with the changed limits. If Licensee fails to provide or maintain said insurance in the amounts listed, even if cured by Licensee at a subsequent date, such shall be deemed an incurable default by Licensee, and Licensor may exercise any rights or remedies for such default that Licensor may have under this License or at law or equity, including, without limitation, the right to terminate this License.

5.3 Other Insurance Coverage: Licensee shall be solely responsible for obtaining any other types of insurance issued for the benefit of Licensee, including but not limited to Property Insurance insuring the property owned by Licensee which is used, held, or stored at the facility. Evidence of all such insurance shall be furnished to Licensor upon execution of this Agreement.

## ARTICLE VI – GENERAL PROVISIONS

6.1 Non-Discrimination: Licensee, in their use of the License herein granted, shall not discriminate or permit discrimination against any person or group of persons in any manner on the grounds of race, color, sex, religion, national origin or ancestry, age, physical handicap, sexual orientation or gender identity/expression. Non-compliance with such assurances shall constitute a breach of this License Agreement, and in the event of non-compliance, Licensor may take appropriate action to enforce compliance and may terminate this Agreement or seek judicial enforcement thereof.

6.2 Compliance with Laws: In performing the scope of services required hereunder, Licensee shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments including, but not limited to, required licensing for drivers of commercial vehicles in the State of Idaho, workers compensation insurance, and all sales and use tax legislation. The Licensor hereby requires Licensee to show proof of workers compensation insurance and of compliance with any applicable statute, ordinance or regulation with which Licensee is required to comply.

6.3 Applicable Law/Venue: This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Idaho and the ordinances of the City of Chubbuck. Any lawsuit related to this Agreement shall be venued in the Idaho Sixth Judicial District, in Bannock County, Idaho.

6.4 Interpretation: The paragraph headings used herein are for convenience only, are not a part of this Agreement, and are not to be used in construing it.

6.5 Notices to Licensee: The Licensee’s address for all notices set forth in this Agreement shall be as follows, or such other Idaho address as the Licensee may designate to Licensor in writing:

Licensee Name  
Address  
Address  
Phone

6.6 Attorney’s Fees: Should any litigation be commenced between the parties to this Agreement, attorney’s fees shall be governed by Idaho Code section 12-117.

6.7 Independent Parties: Licensee is and shall at all times be considered an independent permittee and is in no way an employee of the City of Chubbuck.

- a. The parties intend that this Agreement create only an independent license relationship. Licensee shall complete the services agreed upon with Licensor according to its own means and methods, which shall be in the exclusive control of Licensee and which shall not be subject to the control or supervision of Licensor. The parties agree that this Agreement does not entitle Licensee or its employees or agents (if any) to workers’ compensation benefits, unemployment compensation benefits, or any other benefits or protections that accrue from an employment relationship, all of which shall remain the sole and exclusive responsibility of Licensee and/or its employees or agents.
- b. Licensee is not required to perform its services exclusively for the Licensor. Licensee, its employees or agents shall be responsible for any business registrations or licenses required by any governmental entity. Licensor shall not control, directly or indirectly, the number of hours Licensee, its employees or agents shall perform services under this Agreement. Licensor shall not combine business operations with Licensee.
- c. Neither Licensee nor its employees or agents are to be considered agents or employees of Licensor for any purpose, including that of federal and state taxation, and neither Licensee nor its employees or agents are entitled to any of the benefits that the City may provide to its employees. It is understood and agreed



that Licensor does not require Licensee to provide services exclusively to Licensor and that Licensor is free to contract to provide services to other entities during the term of this Agreement.

6.8 Entire Agreement: This instrument embodies the whole Agreement of the parties and supersedes any and all other agreements or understandings. No failure of Licensor to exercise any power given it hereunder, or to insist upon strict compliance by Licensee of any obligation hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of Licensor’s right to demand strict compliance with the terms hereof.

6.9 Duplicate Originals: This Agreement may be executed in several counterparts each of which shall be deemed an original.

6.10 Modification: There shall be no modification of this Agreement, except in writing, executed with the same formalities as this License Agreement.

6.11 Severability: If any provision of this Agreement or application thereof is held invalid, such invalidity will not affect other provisions or application of this Agreement which can be given effect without the invalid provision or application, and to that end, the provisions hereof are declared to be severable.

6.12 Anti-Boycott Against Israel Act: Licensee certifies that they are not currently engaged in, and will not for the duration of the contract engage in, a boycott of goods or services from Israel or territories under its control.

**End of Agreement**

IN WITNESS WHEREOF the parties hereto have subscribed their names the date first written above.

CITY OF CHUBBUCK  
Licensor

LICENSEE

\_\_\_\_\_  
Date approved by City Council

\_\_\_\_\_  
Licensee

\_\_\_\_\_  
Mayor Kevin B. England