

RESOLUTION 03-52

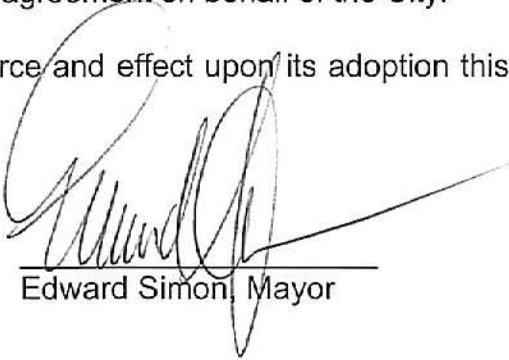
RESOLUTION OF THE CITY OF KETCHUM CITY COUNCIL APPROVING AN AGREEMENT WITH HOSPICE OF THE WOOD RIVER VALLEY TO PROVIDE PROFESSIONAL SERVICES TO THE GENERAL PUBLIC FOR THE CARE OF TERMINALLY ILL PATIENTS AND SUPPORT FOR THEIR FAMILIES AND AUTHORIZING THE MAYOR TO SIGN

WHEREAS, the City of Ketchum adopted a policy for funding outside agencies, and

WHEREAS, the City of Ketchum approved the Fiscal Year 2004 Budget which included the amount of \$4,000 for the purpose of funding the Hospice of the Wood River Valley to provide professional services to the general public for the care of terminally ill patients and support for their families,



NOW THEREFORE BE IT RESOLVED, that the Ketchum City Council approve the attached agreement with the Hospice of the Wood River Valley and authorizes the Mayor to sign this agreement on behalf of the City.

This Resolution with be in full force and effect upon its adoption this seventeenth (17th) day of November, 2003.



Edward Simon, Mayor

Attest:



Sandra Cady, CMC
City Treasurer/Clerk

THE BOARD OF SUPERVISORS OF
MICHIGAN COUNTY, IOWA
DO HEREBY CERTIFY THAT THE
FOLLOWING IS A TRUE AND CORRECT
COPY OF THE ORIGINAL AS FILED
IN THE OFFICE OF THE CLERK OF
SAYING

THIS 10th DAY OF MAY, 1904
AT DES MOINES, IOWA

WITNESSED MY HAND AND SEAL
OF OFFICE THIS 10th DAY OF MAY,
1904

CLERK OF COURT

BY _____



AGREEMENT

THIS AGREEMENT made and entered into this seventeenth (17th) day of November 2003, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation (hereinafter referred to as "Ketchum") and HOSPICE OF THE WOOD RIVER VALLEY, an Idaho non-profit corporation (hereinafter referred to as "Hospice").

WITNESSETH:

WHEREAS, it is in the best interests of public health, welfare and prosperity to provide the general public with professional services with regard to the care of terminally ill patients and support for their families, which is determined to be an ordinary and necessary expense for the economic well-being of the City and its residents; and,

WHEREAS, Ketchum desires to contract with Hospice for the purpose of providing the general public with professional services for the care of terminally ill patients and support for their families, to and for the benefit of Ketchum; and,

WHEREAS, Hospice desires to contract with Ketchum to provide said professional services,

NOW, THEREFORE, the parties hereto covenant and agree as follows:

1. SERVICES PROVIDED: Hospice, as an independent contractor, hereby covenants and agrees to provide the professional services for the care of terminally ill patients and support for their families, locally available to residents of the City of Ketchum, Idaho, for the period from the date of

this Agreement through September 30, 2004. Hospice shall provide, at its sole expense, all costs of labor, materials, supplies, business overhead and financial expense, insurance, fidelity bonds, all necessary equipment and facilities necessary to provide the professional services as set forth in this Agreement.

2. COMPENSATION: Ketchum agrees to pay Hospice the sum of FOUR THOUSAND AND NO/100 DOLLARS (\$4,000.00) for the services to be provided as set forth herein, upon execution of this Agreement.

3. NOTICES: All notices to be served pursuant to this Agreement or which are served with regard to this Agreement shall be in writing and shall be deemed delivered forty-eight (48) hours after depositing the notice in the United States mail, certified, postage prepaid, addressed to the parties hereto at their respective addresses identified as follows:

City of Ketchum
Ron LeBlanc
City Administrator
PO Box 2315
Ketchum, ID 83340

Hospice of the Wood River Valley
P.O. Box 4320
Ketchum, ID 83340

4. EQUAL EMPLOYMENT OPPORTUNITY: Hospice covenants and agrees that it shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin.

5. DEFAULT: The parties hereto covenant and agree that in the event Hospice fails, refuses or is unable to provide the professional services as set forth hereinabove, the same shall automatically terminate this Agreement. Furthermore, this Agreement shall likewise terminate if

Hospice files a petition in bankruptcy or has a petition filed against it, or has any of its assets attached or is unable to pay its debts as the same become due.

6. NON-ASSIGNMENT: This Agreement, in whole or in part, may not be assigned or transferred by Hospice to any other party except with the prior written consent of Ketchum.

7. HOLD HARMLESS AGREEMENT: Any contractual obligation entered into or assumed by Hospice, or any liability incurred by reason of personal injury and/or property damage in connection with or arising out of Hospice's obligations pursuant to this Agreement shall be the sole responsibility of Hospice. Hospice covenants and agrees to indemnify and hold Ketchum harmless from any and all claims or causes of action arising out of Hospice's activities and obligations as set forth hereinabove, including, but not limited to, personal injury, Hospice contracts, property damage, civil rights, wage claims, labor disputes and employee complaints.

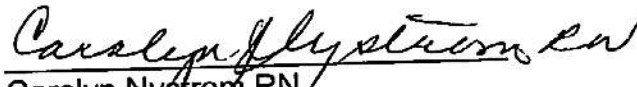
8. ENTIRE AGREEMENT: This Agreement contains the entire Agreement between the parties hereto and shall not be modified or changed in any manner, except by prior written agreement executed by the parties hereto. If any term or provision of this Agreement or application thereof shall be declared invalid or unenforceable by a Court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

9. SUCCESSION: This Agreement shall be binding upon all successors in interest of either party hereto.

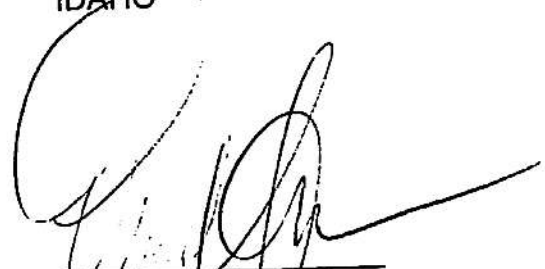
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first written above.

HOSPICE OF THE WOOD RIVER VALLEY

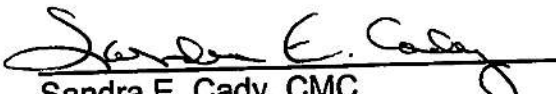
By:


Carolyn Nystrom RN
Executive Director

CITY OF KETCHUM,
IDAHO


EDWARD SIMON
Mayor

ATTEST:


Sandra E. Cady, CMC
City Treasurer/Clerk