

RESOLUTION 03-053

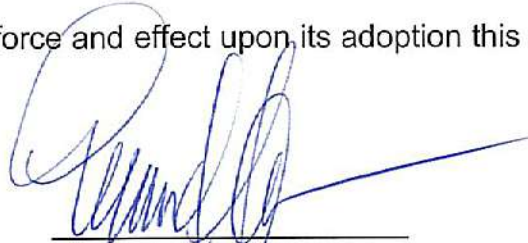
RESOLUTION OF THE CITY OF KETCHUM CITY COUNCIL APPROVING AN AGREEMENT WITH CRISIS HOTLINE TO PROVIDE CRISIS INTERVENTION AND REFERRAL SERVICES AND AUTHORIZING THE MAYOR TO SIGN

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 \$3,000 for the purpose of providing a Crisis Hotline with crisis intervention and referral services 24 hours per day 7 days per week to the general public,

NOW THEREFORE BE IT RESOLVED, that the Ketchum City Council approves the attached agreement with Crisis Hotline and authorizes the Mayor to sign this agreement on behalf of the City.

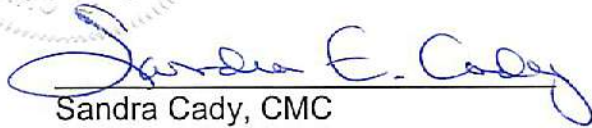
This Resolution with be in full force and effect upon its adoption this First (1st) day of December, 2003.



Edward Simon, Mayor



Attest:



Sandra Cady, CMC  
City Treasurer/Clerk

OFFICE OF THE CLERK

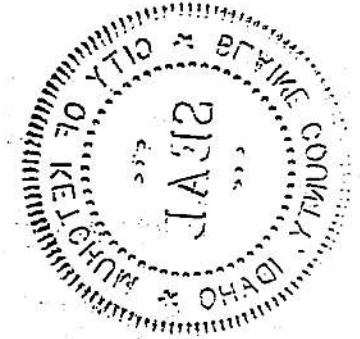
IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County, at Pocatello, Idaho, this 1st day of January, 1912.

CLERK OF COUNTY

BY \_\_\_\_\_

BY \_\_\_\_\_

BY \_\_\_\_\_



BY \_\_\_\_\_

## AGREEMENT

THIS AGREEMENT made and entered into this First (1st) day of December, 2003, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation (hereinafter referred to as "Ketchum") and CRISIS HOTLINE, an Idaho non-profit corporation (hereinafter referred to as "HOTLINE").

### WITNESSETH:

WHEREAS, it is in the best interests of public health, welfare and prosperity to provide the general public access to crisis intervention services on a 24/7 basis 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 HOTLINE for the purpose of providing the general public with intervention and referral services to people in crisis; and,

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

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

1. SERVICES PROVIDED: HOTLINE, as an independent contractor, hereby covenants and agrees to provide crisis intervention services available to the general public 24 hours per day, 7 days per week, for the period from the date of this Agreement through September 30, 2004.

HOTLINE 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 HOTLINE 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

Crisis HOTLINE  
P.O. Box 939  
Ketchum, ID 83340

4. EQUAL EMPLOYMENT OPPORTUNITY: HOTLINE 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 HOTLINE 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 HOTLINE 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 HOTLINE to any other party except with the prior written consent of Ketchum.

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


BY:

CRISIS HOTLINE

CITY OF KETCHUM

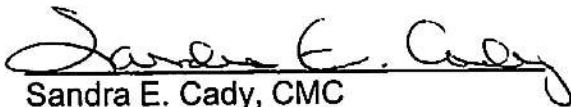


Elizabeth Kelly



EDWARD SIMON  
Mayor

ATTEST:



Sandra E. Cady, CMC  
City Treasurer/Clerk