

RESOLUTION 03-55

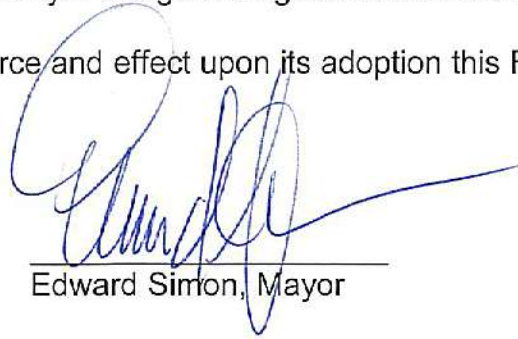
RESOLUTION OF THE CITY OF KETCHUM CITY COUNCIL APPROVING AN AGREEMENT WITH THE BLAINE COUNTY SENIOR COUNCIL, INCORPORATED TO FUND \$3,500 FOR MEALS AND TRANSPORTATION SERVICES AND AUTHORIZING THE MAYOR TO SIGN

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 \$3,500 for the purpose of subsidizing the home-delivered meals, congregate meals and transportation services provided to Blaine County Seniors, particularly those residing in the City of Ketchum,

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

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



Edward Simton, Mayor



Sandra Cady, CMC
City Treasurer/Clerk

THE CITY OF KETCHIKAN
ALASKA
OFFICE OF THE CITY CLERK
1000 1/2 STREET
KETCHIKAN, ALASKA 99901

NOTICE TO THE PUBLIC
The City of Ketchikan is hereby notified that the following information is being made available to the public:

1. The City of Ketchikan is currently reviewing the following information:

- a. [Illegible]
- b. [Illegible]
- c. [Illegible]

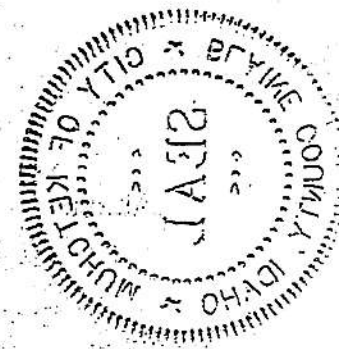
2. The City of Ketchikan is currently reviewing the following information:

- a. [Illegible]
- b. [Illegible]
- c. [Illegible]

3. The City of Ketchikan is currently reviewing the following information:

- a. [Illegible]
- b. [Illegible]
- c. [Illegible]

FOR MORE INFORMATION
CONTACT THE CITY CLERK



DATE: [Illegible]
BY: [Illegible]

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 THE BLAINE COUNTY SENIOR COUNCIL, INCORPORATED, an Idaho non-profit corporation (hereinafter referred to as "SENIOR COUNCIL").

WITNESSETH:

WHEREAS, it is in the best interests of public health, welfare and prosperity to the purpose of subsidizing the home-delivered meals, congregate meals and transportation services provided to Blaine County Seniors, particularly those residing in the City of Ketchum; and,

WHEREAS, Ketchum desires to contract with SENIOR COUNCIL for the purpose of providing these services; and,

WHEREAS, SENIOR COUNCIL desires to contract with Ketchum to provide said professional services,

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

1. SERVICES PROVIDED: SENIOR COUNCIL, as an independent contractor, hereby covenants and agrees to provide services to senior citizens including but not limited to subsidizing home-delivered meals, congregate meals and transportation services provided to Blaine County Seniors, particularly those residing in the City of Ketchum from the date of this Agreement through September 30, 2004. SENIOR COUNCIL 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 SENIOR COUNCIL the sum of THREE THOUSAND FIVE HUNDRED DOLLARS (\$3,500.00) 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

SENIOR COUNCIL
P.O. Box 28
Hailey, ID 83333

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

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

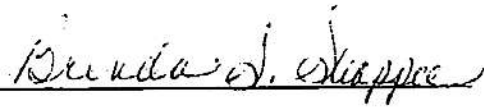
9. SUCCESSION: This Agreement shall be binding upon all successors in interest of either party hereto.

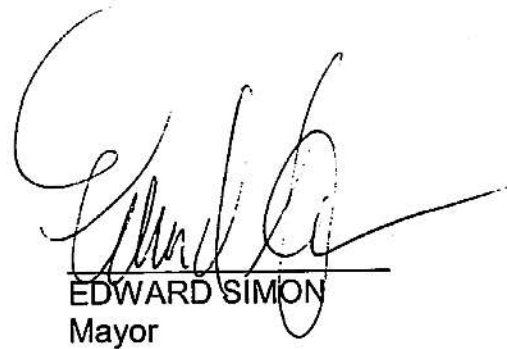
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first written above.

BY:

SENIOR COUNCIL


CITY OF KETCHUM





EDWARD SIMON
Mayor

ATTEST:



Sandra E. Cady, CMC
City Treasurer/Clerk