

RESOLUTION 03-56

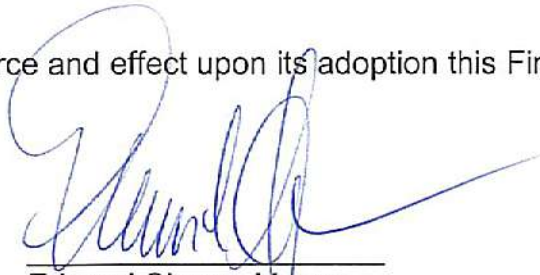
RESOLUTION OF THE CITY OF KETCHUM CITY COUNCIL APPROVING AN AGREEMENT WITH THE SAGEBRUSH EQUINE TRAINING CENTER FOR THE HANDICAPPED IN THE AMOUNT OF \$1,000 AND AUTHORIZING THE MAYOR TO SIGN

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

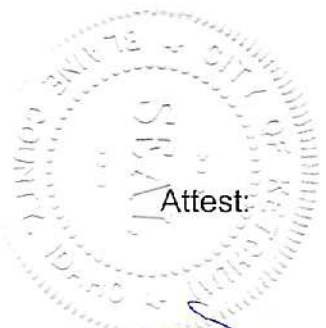
WHEREAS, the City of Ketchum approved the Fiscal Year 2004 Budget which included the amount of \$1,000 for the purpose of providing horsemanship programs to handicapped youth and youth "at risk" to Blaine County youth, particularly those residing in the City of Ketchum,

NOW THEREFORE BE IT RESOLVED, that the Ketchum City Council approves the attached agreement with the Sagebrush Equine Training Center for the Handicapped 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 Simon, Mayor



Attest:



Sandra Cady, CMC
City Treasurer/Clerk

COMMUNICATIONS

STATE OF IDAHO DEPARTMENT OF REVENUE
BOISE, IDAHO

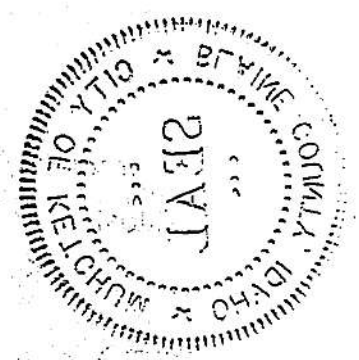
WHEREAS the State of Idaho is entitled to receive from the
Federal Government certain sums of money...

and whereas the State of Idaho is entitled to receive from the
Federal Government certain sums of money...

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Federal Government certain sums of money...

and whereas the State of Idaho is entitled to receive from the
Federal Government certain sums of money...

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Boise, Idaho

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 SAGEBRUSH EQUINE TRAINING CENTER FOR THE HANDICAPPED, an Idaho non-profit corporation (hereinafter referred to as "SAGEBRUSH").

W I T N E S E T H:

WHEREAS, it is in the best interests of public health, welfare and prosperity to provide horsemanship programs to handicapped youth and youth "at risk" to Blaine County youth, particularly those residing in the City of Ketchum, that 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 SAGEBRUSH for the purpose of providing these programs; and,

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

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

1. SERVICES PROVIDED: SAGEBRUSH, as an independent contractor, hereby covenants and agrees to provide horsemanship programs to handicapped youth and youth "at risk" to Blaine County youth, particularly those residing in the City of Ketchum from the date of this Agreement through September 30, 2004. SAGEBRUSH 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 SAGEBRUSH the sum of ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) 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

SAGEBRUSH CENTER
Kristy Pigeon, Executive Director
P.O. Box 2918
Sun Valley, ID 83353

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

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

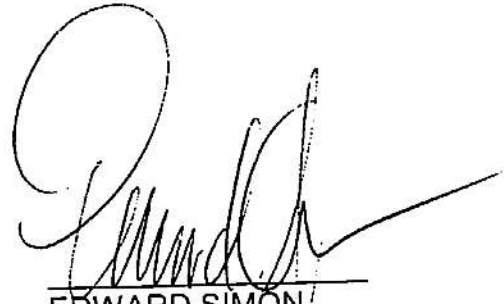
BY:

SAGEBRUSH CENTER




Kristy Pigeon
Executive Director

CITY OF KETCHUM



EDWARD SIMON
Mayor

ATTEST:



Sandra E. Cady, CMC
City Treasurer/Clerk