

RESOLUTION 03-57

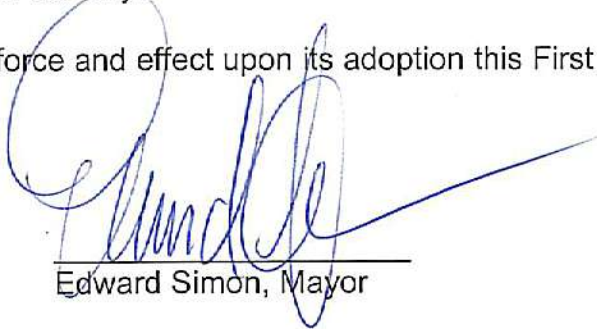
RESOLUTION OF THE CITY OF KETCHUM CITY COUNCIL APPROVING AN AGREEMENT WITH THE ADVOCATES IN THE AMOUNT OF \$3,000 FOR PROGRAMS AND SERVICES TO ADDRESS THE NEEDS OF VICTIMS OF DOMESTIC VIOLENCE AND SEXUAL ASSAULT, AND AUTHORIZING THE MAYOR TO SIGN

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

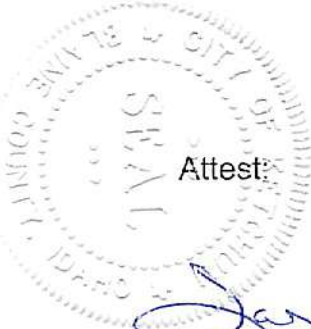
WHEREAS, the City of Ketchum approved the Fiscal Year 2004 Budget which included the amount of \$3,000 for the purpose of providing programs and services to victims of domestic violence and sexual assault, particularly those residing in the City of Ketchum,

NOW THEREFORE BE IT RESOLVED, that the Ketchum City Council approves the attached agreement with The Advocates 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

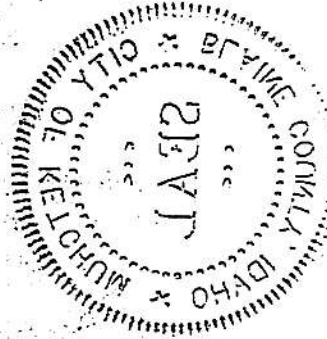
FOR THE CITY OF KETCHIKAN
I, _____, Mayor of the City of Ketchikan, do hereby certify that the within and foregoing is a true and correct copy of the _____ as the same appears on the records of the City of Ketchikan.

Witness my hand and the seal of the City of Ketchikan, this _____ day of _____, 19____.

Mayor of the City of Ketchikan

City Clerk

City Treasurer



City Auditor

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 ADVOCATES, an Idaho non-profit corporation (hereinafter referred to as ADVOCATES).

WITNESSETH:

WHEREAS, it is in the best interests of public health, welfare and prosperity to provide programs and services to victims of domestic violence and sexual assault, particularly those residing in the City of Ketchum, 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 ADVOCATES for the purpose of providing these services and programs; and,

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

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

1. SERVICES PROVIDED: ADVOCATES, as an independent contractor, hereby covenants and agrees to provide a variety of services to abused women and children, including but not limited to: 24 hour crisis line and shelter coverage, case management, emergency financial assistance and personal supplies, court advocacy, parenting education, legal services referral, and other needed supportive services. These

programs and services shall be available from the date of this Agreement through September 30, 2004. ADVOCATES 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 ADVOCATES the sum of THREE THOUSAND AND NO/100 DOLLARS (\$3,000.00) 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

The Advocates
P.O. Box 3216
Hailey, ID 83333

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

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

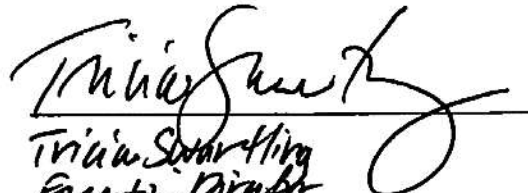
9. SUCCESSION: This Agreement shall be binding upon all successors in interest of either party hereto.


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

BY:


CRISIS ADVOCATES

CITY OF KETCHUM


Tricia Swartling
Executive Director
The Advocate


EDWARD SIMON
Mayor

ATTEST:


Sandra E. Cady, CMC
City Treasurer/Clerk