

RESOLUTION 03-58

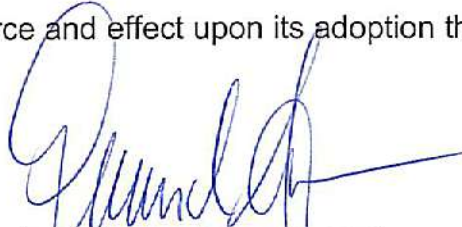
RESOLUTION OF THE CITY OF KETCHUM CITY COUNCIL APPROVING AN AGREEMENT WITH THE KETCHUM-SUN VALLEY HISTORICAL SOCIETY IN THE AMOUNT OF \$3,000 FOR THE CONTINUED OPERATION OF THE HERITAGE AND SKI MUSEUM LOCATED IN FOREST SERVICE PARK, AND AUTHORIZING THE MAYOR TO SIGN

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

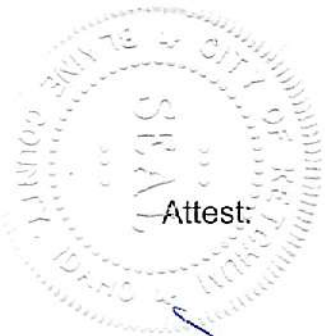
WHEREAS, the City of Ketchum approved the Fiscal Year 2004 Budget which included the amount of \$3,000 for the purpose of providing continued operation of the Heritage and Ski Museum located in Forest Service Park,

NOW THEREFORE BE IT RESOLVED, that the Ketchum City Council approves the attached agreement with the Ketchum-Sun Valley Historical Society 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

PLANNING COMMISSION

MEMORANDUM FOR THE PLANNING COMMISSION
SUBJECT: [Illegible]

DATE: [Illegible]

TO: [Illegible]

FROM: [Illegible]

RE: [Illegible]



[Illegible signature and text]

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 KETCHUM-SUN VALLEY HISTORICAL SOCIETY, an Idaho non-profit corporation (hereinafter referred to as HISTORICAL SOCIETY).

WITNESSETH:

WHEREAS, Ketchum desires to contract with HISTORICAL SOCIETY for the purpose of operating the Heritage and Ski Museum; and,

WHEREAS, HISTORICAL SOCIETY desires to contract with Ketchum to provide said services,

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

1. SERVICES PROVIDED: HISTORICAL SOCIETY, as an independent contractor, hereby covenants and agrees to operate the Heritage and Ski Museum from the date of this Agreement through September 30, 2004. HISTORICAL SOCIETY shall also be required to enter into a lease for the premises renewable annually for a period concurrent with this agreement.
2. COMPENSATION: Ketchum agrees to pay HISTORICAL SOCIETY 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

Ketchum-SV Historical Society
P.O. Box 2746
Ketchum, ID 83340

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

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

HISTORICAL SOCIETY

CITY OF KETCHUM




Patricia J. Butterfield
President - KSHS



EDWARD SIMON
Mayor

ATTEST:



Sandra E. Cady, CMC
City Treasurer/Clerk