

RESOLUTION 03-60

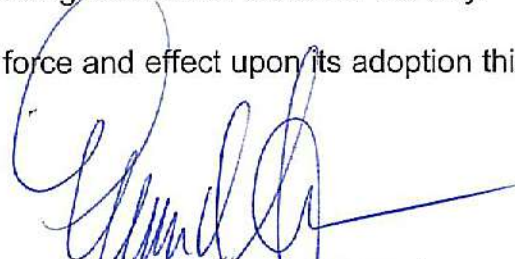
RESOLUTION OF THE CITY OF KETCHUM CITY COUNCIL APPROVING AN AGREEMENT WITH THE ENVIRONMENTAL RESOURCE CENTER IN THE AMOUNT OF \$2,200 IN FINANCIAL ASSISTANCE TO PROVIDE RECYCLING SERVICES AT PUBLIC EVENTS AND PROGRAMMING AND AUTHORIZING THE MAYOR TO SIGN

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 \$2,200 for the purpose of providing recycling services at public events,

NOW THEREFORE BE IT RESOLVED, that the Ketchum City Council approves the attached agreement with the Environmental Resource Center 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

THE STATE OF IDAHO
COUNTY OF _____

BEFORE ME, the undersigned authority, on this _____ day of _____, 20____, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 20____.

Notary Public in and for the State of Idaho

My commission expires on _____



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 ENVIRONMENTAL RESOURCE CENTER, an Idaho non-profit corporation (hereinafter referred to as "ERC").

WITNESSETH:

WHEREAS, it is in the best interests of public health, welfare and prosperity to provide recycling services and programs; and,

WHEREAS, Ketchum desires to contract with ERC for the purpose of providing these recycling services at community events; and,

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

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

1. SERVICES PROVIDED: ERC, as an independent contractor, hereby covenants and agrees to provide recycling services at community events, including but not limited to: Wagon Days Parade, Ketch'em Alive concert series, Park and Ride Concert series, Earth Day community clean up. These services will be provided per this agreement through September 30, 2004. ERC 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 ERC the sum of TWO THOUSAND TWO HUNDRED DOLLARS (\$2,200.00) 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

ERC
Craig Barry, Executive Director
P.O. Box 819
Ketchum, ID 83340

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

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

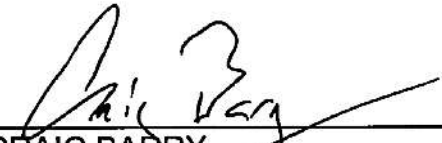
9. SUCCESSION: This Agreement shall be binding upon all successors in interest of either party hereto.


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

BY:

ERC

CITY OF KETCHUM



CRAIG BARRY
Executive Director

EDWARD SIMON
Mayor

ATTEST:



Sandra E. Cady, CMC
City Treasurer/Clerk