

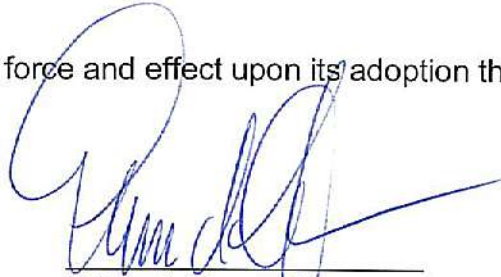
RESOLUTION 03-70

RESOLUTION OF THE CITY OF KETCHUM CITY COUNCIL APPROVING A PROFESSIONAL SERVICES AGREEMENT FOR FACILITATION SERVICES WITH BOB WERTH NOT TO EXCEED \$5,000, AND AUTHORIZING THE MAYOR TO SIGN


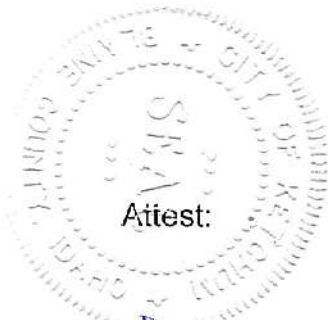
WHEREAS, the Mayor and City Council have recognized the need to employ the services of a professional facilitator to assist the Mayor and Council improve communication and strengthen a team approach to problem solving,

NOW THEREFORE BE IT RESOLVED, that the Ketchum City Council approves the attached agreement with Bob Werth for facilitation services not to exceed \$5,000, and authorizes the Mayor to sign this agreement on behalf of the City.

This Resolution with be in full force and effect upon its adoption this fifteenth (15th) day of December, 2003.

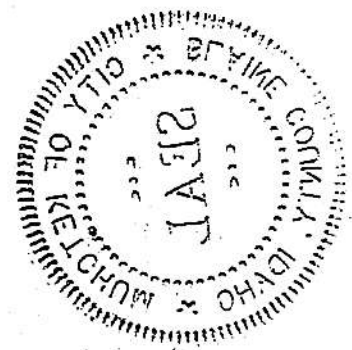


Edward Simon, Mayor



Sandra Cady, CMC
City Treasurer/Clerk

THE STATE OF IDAHO
COUNTY OF BLAINE
I, _____, County Clerk, do hereby certify that _____
is the true and correct copy of _____
as the same appears in the _____
of the _____



AGREEMENT

THIS AGREEMENT made and entered into this 15th day of December 2003, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation (hereinafter referred to as "Ketchum") and Bob Werth (hereinafter referred to as "Facilitator").

W I T N E S E T H:

WHEREAS, Ketchum desires to contract with Facilitator for the purpose of facilitating communications between the Mayor and City Council; and,

WHEREAS, Facilitator desires to contract with Ketchum to provide said services,

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

1. SERVICES PROVIDED: Facilitator, as an independent contractor, hereby covenants and agrees to provide facilitation services to the Mayor and City Council.
2. COMPENSATION: Ketchum agrees to pay FACILITATOR a sum not to exceed FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) 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

Bob Werth
Werth & Werth Mediation
220 Rivers Street
Ketchum, ID 83340

4. EQUAL EMPLOYMENT OPPORTUNITY: FACILITATOR

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 Facilitator fails, refuses or is unable to provide the professional services as set forth hereinabove, the same shall automatically terminate this Agreement.

6. NON-ASSIGNMENT: This Agreement, in whole or in part, may not be assigned or transferred by FACILITATOR to any other party except with the prior written consent of Ketchum.

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.

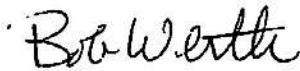
9. SUCCESSION: This Agreement shall be binding upon all successors in interest of either party hereto.

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

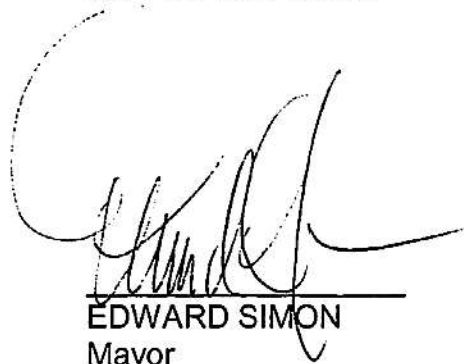
BY:

FACILITATOR

CITY OF KETCHUM

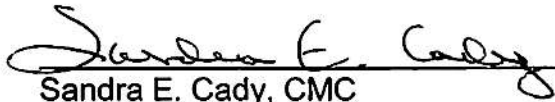


Bob Werth



EDWARD SIMON
Mayor

ATTEST:



Sandra E. Cady, CMC
City Treasurer/Clerk