

RESOLUTION 05-012

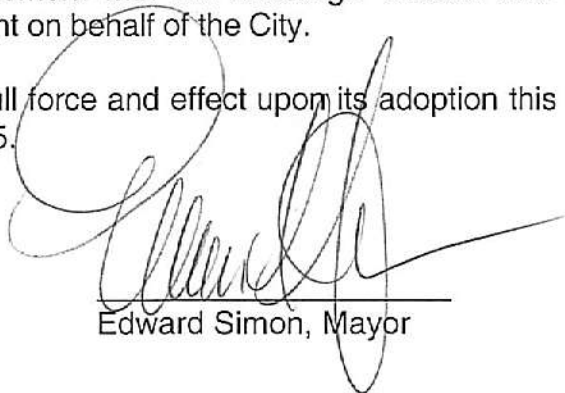
RESOLUTION OF THE CITY OF KETCHUM CITY COUNCIL APPROVING AN AGREEMENT WITH nexStage THEATRE IN THE AMOUNT OF \$3,800 IN FINANCIAL ASSISTANCE TO PROVIDE PERFORMING ARTS AND CULTURAL SERVICES AND AUTHORIZING THE MAYOR TO SIGN

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

WHEREAS, the City of Ketchum approved the Fiscal Year 2004-05 Budget which included the amount of \$3,800 for the purpose of funding performing arts and cultural services for the community,

NOW THEREFORE BE IT RESOLVED, that the Ketchum City Council approve the attached agreement with the nexStage Theatre 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 twenty-second (22nd) day of February, 2005.



Edward Simon, Mayor

Attest:



Sandra Cady, CMC
City Treasurer/Clerk



AGREEMENT

THIS AGREEMENT made and entered into this twenty-second day of February 2005, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation (hereinafter referred to as "Ketchum") and nexStage Theatre, an Idaho non-profit corporation (hereinafter referred to as "nexStage").

1. SERVICES PROVIDED: nexStage, as an independent contractor, agrees to provide the following:
 - a. A matinee performance of the 2005 Shakespeare Festival (specific play to be announced later) for area students at no charge to the students (up to 250 students).
 - b. Additional performing arts programs in conjunction with the Summer Park kids program through the Ketchum Parks and Recreation Department as determined by the Director of Parks and Recreation and nexStage.

These performances and services provided through this agreement must take place prior to September 30, 2005. nexStage 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 to nexStage the sum of THREE THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS (\$3,800.00) 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
P.O. Box 2315
Ketchum, ID 83340

Kathy Wygle
nexStage Theatre
P.O. Box 3092
Sun Valley, ID 83353

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

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

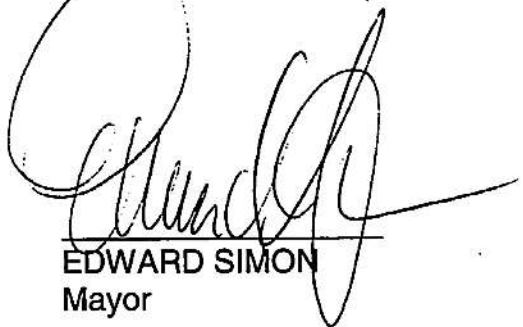
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first written above.

By:


nexStage Theatre


Kathy Wygle
Executive Director

CITY OF KETCHUM


EDWARD SIMON
Mayor

ATTEST:


Sandra E. Cady, CMC
City Treasurer/Clerk