

RESOLUTION 05-015

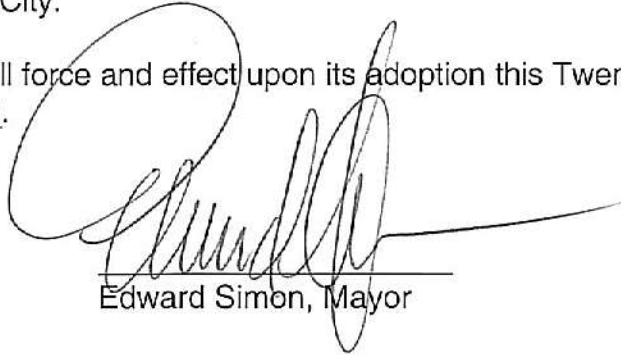
RESOLUTION OF THE CITY OF KETCHUM CITY COUNCIL APPROVING AN AGREEMENT WITH YAK! (YOUTH ADULT KONNECTIONS) IN THE AMOUNT OF \$4,000 IN FINANCIAL ASSISTANCE TO PROVIDE THE KETCHUM TEEN ACTIVITIES AND KETCHUM TEEN JOB BOARD AND AUTHORIZING THE MAYOR TO SIGN

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 \$4,000 for the purpose of providing financial assistance for the Ketchum Teen Activities and Ketchum Teen Job Board.


NOW THEREFORE BE IT RESOLVED, that the Ketchum City Council approves the attached agreement with YAK! 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 (22<sup>nd</sup>) day of February 2005.



Edward Simon, Mayor

Attest:



Sandra Cady, CMC  
City Treasurer/Clerk



THE CITY OF KETCHIKAN, ALASKA  
DO HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT  
COPY OF THE ORIGINAL AS FILED IN THE OFFICE OF THE  
CITY CLERK ON THIS 15th DAY OF APRIL 1964.

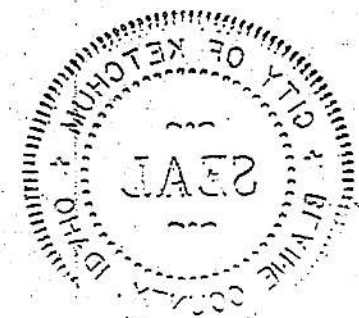
WITNESSED MY HAND AND SEAL OF OFFICE ON THIS 15th DAY OF APRIL 1964.

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
CITY CLERK

APR 15 1964  
CITY CLERK



## AGREEMENT

THIS AGREEMENT made and entered into this Twenty-Second (22<sup>nd</sup>) day of February 2005, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation (hereinafter referred to as "Ketchum") and YOUTH ADULT KONNECTIONS!, an Idaho non-profit corporation (hereinafter referred to as "YAK").

### WITNESSETH:

WHEREAS, it is in the best interests of public health, welfare and prosperity to provide financial assistance for the Ketchum Teen Activities and Ketchum Teen Job Board that 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 YAK for these services; and,

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

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

1. SERVICES PROVIDED: YAK, as an independent contractor, hereby covenants and agrees to provide Friday Teen Activities and maintain the Teen Job Board in Ketchum, for the period from the date of this Agreement through September 30, 2005. In addition, it is understood that this contract is considered to be the entire contribution to YAK and that Ketchum will not participate in the Best of Valley fund-raising event. YAK 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 YAK the sum of FOUR THOUSAND AND NO/100 DOLLARS (\$4,000.00) 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

YAK  
Angenie McCleary  
309 S. Main St.  
Hailey, ID 83333

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

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

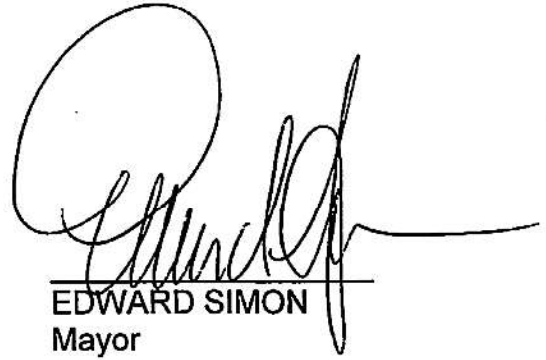
IN WITNESS WHEREOF, the parties hereto have caused this Agreement  
to be executed on the day and year first written above.

BY:


YAK

CITY OF KETCHUM

  
Angie McCleary  
YAK! Coordinator

  
EDWARD SIMON  
Mayor

ATTEST:

  
Sandra E. Cady, CMC  
City Treasurer/Clerk