

RESOLUTION 05-021

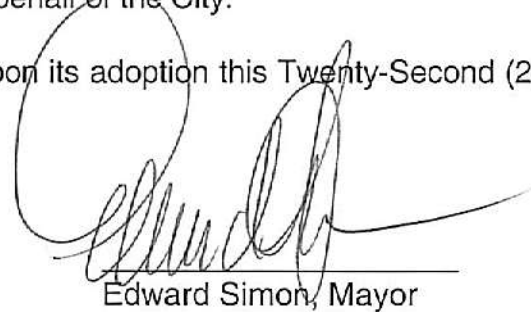
RESOLUTION OF THE CITY OF KETCHUM CITY COUNCIL APPROVING AN AGREEMENT WITH THE BLAINE COUNTY SCHOOL DISTRICT EDUCATION FOUNDATION IN THE AMOUNT OF \$1,000 IN FINANCIAL ASSISTANCE TO PROVIDE A SUBSTANCE FREE OVERNIGHT PARTY FOR THE WOOD RIVER HIGH SCHOOL, CLASS OF 2005 AND AUTHORIZING THE MAYOR TO SIGN

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 \$1,000 for the purpose of providing a substance free overnight party for the Wood River High School, Class of 2005


NOW THEREFORE BE IT RESOLVED, that the Ketchum City Council approves the attached agreement with the Blaine County School District Education Foundation 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



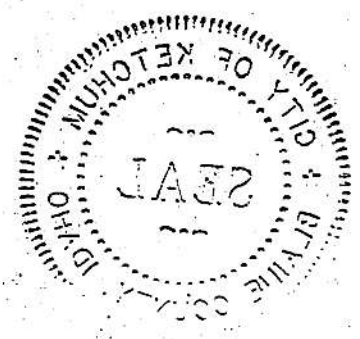
CITY OF KETCHIKAN

THE CITY OF KETCHIKAN, ALASKA, DO HEREBY CERTIFY THAT THE ABOVE NAMED PERSON IS A RESIDENT OF THE CITY OF KETCHIKAN, ALASKA, AND IS ELIGIBLE TO VOTE IN THE ELECTIONS TO BE HELD ON THE 15TH DAY OF NOVEMBER, 1964.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the City of Ketchikan, Alaska, this 15th day of November, 1964.

Mayor

[Faint signature]
City Clerk



AGREEMENT

THIS AGREEMENT made and entered into this twenty-second (22nd) day of February 2005, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation (hereinafter referred to as "Ketchum") and Blaine County School District Education Foundation (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, it is in the best interest of public health, welfare and prosperity to provide the Wood River High School Class of 2005 with a substance free overnight party following their graduation ceremony; and,

WHEREAS, the Contractor sponsors this substance free overnight party to provide a healthy and safe environment for the graduation celebration; and,

WHEREAS, Ketchum desires to contract with the Contractor for the purpose of providing financial assistance for this substance free overnight party to let the Wood River High School, Class of 2005 know how important they are to the Ketchum community; and,

WHEREAS, Contractor desires to contract with Ketchum to provide services for said overnight party which includes a casino, music, karaoke, movies, and other games.

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

1. SERVICES PROVIDED: Contractor, as an independent contractor, hereby covenants and agrees to provide services for a substance free overnight party for the Wood River High School Class of 2005 which includes a casino, music, karaoke, movies, and other games. Contractor shall provide, at its sole expense, all costs of labor, materials, supplies, business overhead and financial expenses, insurance, fidelity bonds, all necessary equipment and facilities necessary to provide the services as set forth in this Agreement.
2. COMPENSATION: Ketchum agrees to pay to Contractor upon execution of this Agreement the sum of One Thousand Dollars

(\$1,000.00) to assist the Contractor in providing the services as set forth herein.

3. NOTICES: All notices to be served pursuant to this Agreement or which are served with regard to this Agreement shall be sent by certified mail to the parties hereto.

4. EQUAL EMPLOYMENT OPPORTUNITY: Contractor covenants and agrees that they 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 Contractor fails, refuses or is unable to provide the services as set forth hereinabove, the same shall automatically terminate this Agreement. Furthermore, this Agreement shall likewise terminate if Contractor files a petition in bankruptcy or has a petition filed against them, or has any of their assets attached, or is unable to pay their debts as the same become due.

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

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

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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.

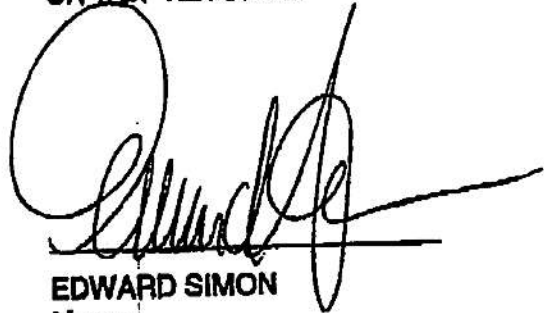
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first written above.

BY:

Blaine County School District
Education Foundation



CITY OF KETCHUM



EDWARD SIMON
Mayor

ATTEST:


SANDRA E. CADY, CMC
City Clerk

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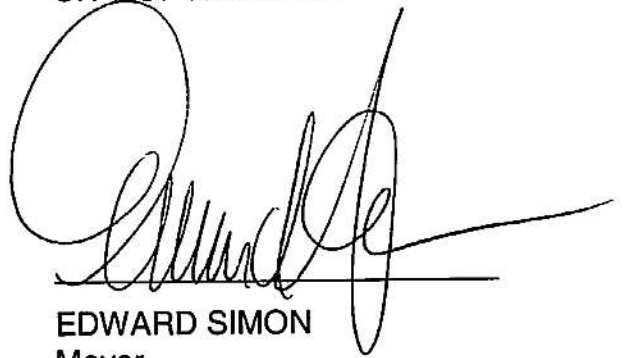
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CITY OF KETCHUM



EDWARD SIMON
Mayor

ATTEST:



SANDRA E. CADY, CMC
City Clerk