RESOLUTION NUMBER 05-068

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SERVICES WITH THE "BLACKJACK KETCHUM SHOOT-OUT GANG" FOR PERFORMANCES DURING THE WAGON DAYS CELEBRATION.

WHEREAS, Idaho Code Section 50-301 empowers the City to contract and be contracted with; and

WHEREAS, the City of Ketchum, as part of the Wagon Days celebration, wishes to enter into a contract for services with independent contractor, "Blackjack Ketchum Shoot-Out Gang," for three separate performances for a fee of $1,500; and,

WHEREAS, "Blackjack Ketchum Shoot-Out Gang" has agreed to perform on September 2, 2005 at 7:00 p.m., September 3, 2005 at 12:15 p.m. and 7:00 p.m. on Main Street in Ketchum, Idaho; and,

WHEREAS, the performers have agreed that they will carry and show proof of their own insurance prior to the first performance.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the City Council of the City of Ketchum, Idaho that the City Council hereby authorizes the Mayor of said City to execute a Contract for Services with the "Blackjack Ketchum Shoot-Out Gang" for performances during the Wagon Days celebration.

PASSED by the City Council, and APPROVED by the Mayor this 15th day of August 2005.

CITY OF KETCHUM, IDAHO

EDWARD SIMON, Mayor

ATTEST:

Sandra E. Cady, CMC
Treasurer/Clerk

APPROVED AS TO FORM AND CONTENT:

Benjamin W. Worst,
City Attorney

COPY

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Independent Contractor Services Agreement (hereinafter referred to as the "Agreement") is made and entered into this 15th day of August, 2005, by and between the CITY OF KETCHUM, Idaho, a municipal corporation (hereinafter referred to as the "City") and "BLACKJACK KETCHUM SHOOT-OUT GANG," (hereinafter referred to as "Contractor").

RECITALS

A. The City of Ketchum is a municipal corporation duly organized and existing under the laws of the State of Idaho.

B. Pursuant to Idaho Code §50-301, the City is empowered to enter into contracts as may be deemed necessary to promote the welfare of the City and its residents.

C. It is deemed in the best interest of the City to acquire, by contract, certain services to be performed by the Contractor.

D. The City finds that the performances by the Contractor will enhance the visitor and residence experience during the Wagon Days celebration.

NOW, THEREFORE, on the basis of the foregoing recitals, and upon motion unanimously passed by the Ketchum City Council, the parties agree as follows:

1. **Payment by the City**. The City shall pay Contractor the sum of $1,500 (ONE THOUSAND FIVE HUNDRED DOLLARS) in two equal installments. The first installment of $750 (SEVEN HUNDRED FIFTY DOLLARS) shall be paid prior to the first performance by Contractor. The second installment of $750 (SEVEN HUNDRED FIFTY DOLLARS) shall be paid after the third and final performance by the Contractor.

2. **Services To Be Provided By Contractor.** Contractor agrees to provide three separate performances on Main Street in Ketchum, Idaho:

First performance:	Friday, September 2, 2005 at 7:00 p.m. between Second and Third Street.
Second performance:	Saturday, September 3, 2005 at 12:15 p.m. Between Sun Valley Road and Fourth Street.
Third performance:	Saturday, September 3, 2005 at 7:00 p.m. between Second and Third Street.

3. **Non-assignment.** This Agreement may not be assigned by or transferred by Contractor, in whole or in part, without the prior written consent of the City.

4. **Default.** In the event the Contractor shall fail for any reason to provide the services as set forth in this Agreement, this Agreement shall automatically terminate.

5. **Independent Contractor Status.** The parties acknowledge and agree that the Contractor shall provide his/her services in the status of independent contractor, and not as an employee of the City. The Contractor and its agents, employees, and volunteers shall not accrue leave, retirement, insurance, bonding, or any other benefit afforded to employees of the City. The sole interest and responsibility of the City under this Agreement is to assure itself that the services covered by this Agreement shall be performed and rendered by the Contractor in a competent, efficient and satisfactory manner.

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

7. **Insurance.** The Contractor shall obtain and maintain at all times during the term of this Agreement a policy of comprehensive general and contractual liability insurance providing for prudent limits, but in no event shall such insurance have limits of less than $1,000,000.00 for personal injury or death to any number of persons, for any single occurrence. The Contractor shall provide the City with proof of insurance prior to their first performance.

8. **Miscellaneous Provisions.**

(a) Paragraph Headings. The headings in this Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any of the provisions of the Agreement.

(b) Provision Severable. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

(c) Rights and Remedies are Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude nor waive its rights to use any or all other remedies. Any rights provided to the parties under this Agreement are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

(d) Successor and Assigns. This Agreement and the terms and provisions hereof shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.

(e) Entire Agreement. This Agreement contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements between the parties hereto respecting such matters.

(f) Governing Law. This Agreement shall be construed in accordance with the laws of the State of Idaho.

(g) Preparation of Agreement. No presumption shall exist in favor of or against any party to this Agreement as a result of the drafting and preparation of the document.

(h) No Waiver. No waiver of any breach by either party of the terms of this Agreement shall be deemed a waiver of any subsequent breach of the Agreement.

(i) Amendment. No amendment of this Agreement shall be effective unless the amendment is in writing, signed by each of the parties.

IN WITNESS WHEREOF, the parties have signed this Agreement the day and year first above written.

CITY OF KETCHUM, IDAHO

By: _____
EDWARD SIMON, Mayor

ATTEST:

_____
Sandra E. Cady, CMC
City Clerk/Treasurer

CONTRACTOR:
BLACKJACK KETCHUM SHOOT-OUT

By: _____
Walt Cochran

Reviewed and approved exclusively for the City of Ketchum as to form and content:

By: _____
Benjamin W. Worst, City Attorney

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/30/2005

PRODUCER (208) 322-5525
Ricketts And Associates Inc
P.O. Box 4128
13177 W Persimmon Ln Ste 100
Boise ID 83711-

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Interstate Fire &	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

INSURED
Black Jack Ketchum Shootout Gang
PO Box 5591
Ketchum ID 83340-

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
a	X	GENERAL LIABILITY		/ /	/ /	EACH OCCURRENCE	$ 1,000,000
		X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
		CLAIMS MADE X OCCUR	pending	09/02/2005	09/03/2005	MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$
				/ /	/ /	GENERAL AGGREGATE	$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$
		POLICY PRO-JECT LOC		/ /	/ /		
		AUTOMOBILE LIABILITY		/ /	/ /	COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO					
		ALL OWNED AUTOS		/ /	/ /	BODILY INJURY (Per person)	$
		SCHEDULED AUTOS					
		HIRED AUTOS		/ /	/ /	BODILY INJURY (Per accident)	$
		NON-OWNED AUTOS					
				/ /	/ /	PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO		/ /	/ /	OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY		/ /	/ /	EACH OCCURRENCE	$
		OCCUR CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE		/ /	/ /		$
		RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		/ /	/ /	WC STATUTORY LIMITS / OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?		/ /	/ /	E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER		/ /	/ /		
				/ /	/ /		
				/ /	/ /		

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Listing City of Ketchum as an additional insured

CERTIFICATE HOLDER

( ) - ( ) -

City of Ketchum
PO Box 2315
Ketchum ID 83340-

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Julene Dodd