

RESOLUTION NUMBER 05-101

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO
AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE
NEXTSTAGE THEATRE IN THE AMOUNT OF \$2,200 TO PROVIDE
PERFORMING ARTS AND CULTURAL SERVICES.**

WHEREAS, pursuant to Idaho Code Sections 50-301, 50-302, 50-303 and 50-304, Ketchum has the authority to enter into contracts with outside agencies to provide services which are reasonably necessary to maintain the peace and promote the public health, safety and welfare of Ketchum's residents and visitors; and

WHEREAS, the Ketchum City Council adopted Resolution 03-068, establishing policies and procedures regarding outside agency requests to enter such contracts to provide such services; and

WHEREAS, the NextStage Theatre is such an outside agency, has satisfied the requirements of such policies and procedures and has offered to contract with Ketchum to provide performing arts and cultural services in exchange for \$2,200 to pay for part of the cost of such services; and

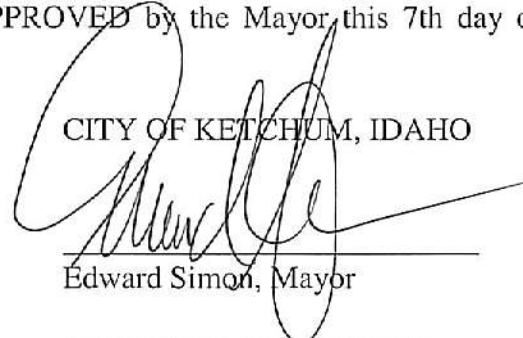
WHEREAS, Ketchum approved the Fiscal Year 2005-06 Budget, which included the amount of \$2,200 for the purpose of funding such contract with the NextStage Theatre; and

WHEREAS, it is deemed in the best interest of the public health, safety and welfare to contract with the NextStage Theatre to provide performing arts and cultural services.

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 to execute an agreement with the NextStage Theatre in the amount of \$2,200 to provide performing arts and cultural services.

PASSED by the City Council and APPROVED by the Mayor, this 7th day of November, 2005.

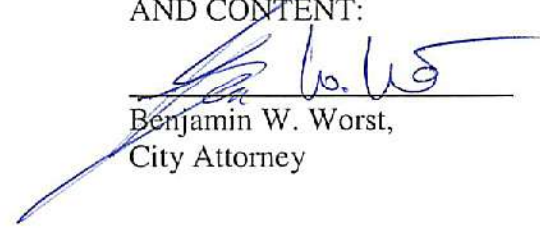
CITY OF KETCHUM, IDAHO



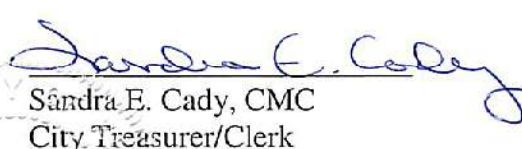
Edward Simon, Mayor

ATTEST:

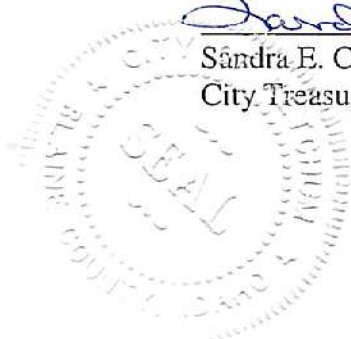
APPROVED AS TO FORM
AND CONTENT:



Benjamin W. Worst,
City Attorney



Sandra E. Cady, CMC
City Treasurer/Clerk



[Faint, illegible handwritten text]



CONTRACT FOR SERVICES
(City of Ketchum/NexStage Theatre)

THIS CONTRACT FOR SERVICES is made and entered into as of this 2nd day of NOV, 2005, by and between THE CITY OF KETCHUM, an Idaho municipal corporation ("Ketchum"), and NEXSTAGE THEATRE, an Idaho non-profit organization ("NexStage").

RECITALS

WHEREAS, Ketchum is a municipal corporation duly organized and existing under the laws of the State of Idaho; and

WHEREAS, pursuant to Idaho Code §50-301 *et seq.*, Ketchum is empowered to contract and be contracted with; and

WHEREAS, the Ketchum City Council adopted Resolution 03-068, setting policies and procedures regarding outside agency funding requests; and

WHEREAS, NexStage has satisfied the requirements of Resolution 03-068 and has offered to provide students and senior citizens a free performance of the play Merry Wives, a Shakespeare studio, and a free two-day Renaissance Fair in exchange for \$2,200.

NOW, THEREFORE, for the consideration recited herein below, Ketchum and NexStage enter this Agreement according to the following terms and conditions:

1. Incorporation of Recitals. The Recitals set forth herein above are hereby incorporated into and made an integral part of this Agreement.
2. The Services. NexStage shall provide a free performance of the play, Merry Wives, for students and seniors, a Shakespeare studio taught by experts in the field and a free two-day Renaissance Fair.
3. Consideration. Ketchum shall pay NexStage TWO THOUSAND TWO HUNDRED DOLLARS (\$2,200.00) upon mutual execution of this Agreement.
4. Waiver. NexStage hereby agrees to hold Ketchum, its employees and elected officials harmless and waives, releases, acquits, and forever discharges and indemnifies Ketchum, its employees and elected officials from any and all actions, causes of action, claims, demands, damages, costs, loss of service, expenses and compensation, in any manner related to or arising from this Agreement.
5. Time Of Performance. NexStage shall provide the Services and shall complete such services in a professional and timely manner.

6. Term. This Agreement shall be effective as of the date first above written, and be in full force and effect until September 30, 2006, at which time it shall terminate and neither Party hereto shall have any continuing obligations to the other hereunder.
7. Independent Contractor. Ketchum and NexStage hereby agree that NexStage shall perform the Services exclusively as an independent contractor and not as employee or agent of Ketchum. The Parties do not intend to create through this Agreement any partnership, corporation, employer/employee relationship, joint venture or other business entity or relationship. NexStage, its managers, members, directors, officers, shareholders, agents and employees shall not receive nor be entitled to any employment-related benefits from Ketchum including without limitation, workers compensation insurance, unemployment insurance, health insurance, retirement benefits or any benefit that Ketchum offers to its employees. NexStage shall be solely responsible for the payment of all payroll and withholding taxes for amounts paid to NexStage under this Agreement and for NexStage's payments for work performed in performance of this Agreement by NexStage's managers, members, directors, officers, shareholders, agents and employees; and NexStage hereby releases, holds harmless and agrees to indemnify Ketchum from and against any and all claims or penalties, including without limitation the 100% penalty, which in any manner relate to or arise from any failure to pay such payroll or withholding taxes.
8. Warranty. NexStage warrants that performance of this Agreement will be safe, proper, and efficient and that all services will be performed in a professional manner.
9. Indemnification. NexStage agrees to indemnify and hold Ketchum harmless from and against all claims, suits, damages (including without limitation, damages to persons and property including deaths), costs, losses, and expenses, in any manner related to or arising from the acts or omissions of NexStage, its managers, members, directors, officers shareholders, agents and employees.
10. Compliance With Laws. NexStage, its managers, members, directors, officers shareholders, agents and employees shall comply with all federal, state and local laws, rules, and ordinances. This Agreement does not relieve NexStage of any obligation or responsibility imposed upon NexStage by law.
11. Notice. All notices, requests, demands or other communication required or provided for under this Agreement, other than instructions given by Ketchum pursuant to Paragraph 2 herein above shall be in writing. Notices to Ketchum and the NexStage shall be addressed as follows:

KETCHUM:

CITY OF KETCHUM
KETCHUM ADMINISTRATOR
POST OFFICE BOX 2315
KETCHUM, IDAHO 83340-2315

NEXSTAGE:


NEXSTAGE THEATRE
POST OFFICE BOX 3092
SUN VALLEY, IDAHO 83353

12. Non-Assignment. NexStage hereby acknowledges that Ketchum has agreed to enter this Agreement based in part on NexStage's unique skills and reputation for professional work. Accordingly, NexStage may not assign or transfer in any manner this Agreement or any of NexStage's right, title or interest in or to this Agreement without the prior written consent of Ketchum which may be withheld for any reason.
13. Amendments. This Agreement may only be changed, modified, or amended in writing executed by all parties.
14. Headings. The headings in the 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 provision hereof.
15. Attorney Fees And Costs. In the event that the City is required to retain the services of an attorney to enforce any of its rights hereunder, NexStage shall pay to Ketchum all reasonable costs and attorney fees incurred in such enforcement, whether or not litigation is commenced and including reasonable costs and attorney fees on appeal.
16. No Presumption. No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of the document.
17. Governing Law. This Agreement shall be governed by the laws and decisions of the State of Idaho.
18. 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 matter.
19. Execution and Fax Copies and Signatures. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
20. Authority. The parties executing this Agreement warrant, state, acknowledge, and affirm that they have the authority to sign the same and to bind themselves to the terms contained herein.

IN WITNESS WHEREOF, the Parties execute this Agreement as of this 29 day of November, 2005.

THE CITY OF KETCHUM,
An Idaho municipal corporation

By:



Edward Simon, Mayor

NEXSTAGE THEATRE
An Idaho Non-Profit Organization

By:

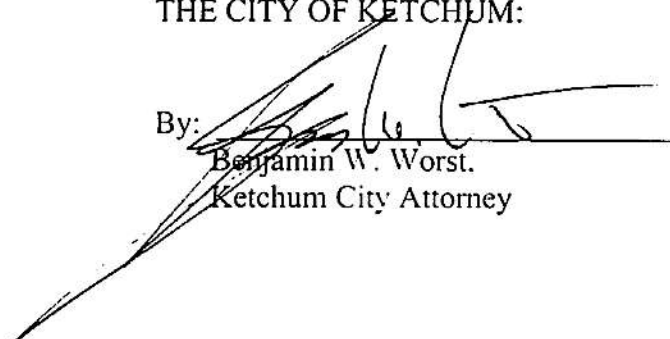

Its: Managing Director

ATTEST:


Sandra E. Cady, CMC,
Ketchum City Clerk/Treasurer

APPROVED AS TO FORM AND
CONTENT EXCLUSIVELY FOR
THE CITY OF KETCHUM:

By:


Benjamin W. Worst,
Ketchum City Attorney