

RESOLUTION 05-133

RESOLUTION OF THE CITY OF KETCHUM CITY COUNCIL APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH JO MURRAY PUBLIC RELATIONS FOR ASSISTANCE WITH PUBLIC INFORMATION REGARDING THE FEBRUARY 7, 2006 BOND ISSUE, AND AUTHORIZING THE MAYOR TO SIGN

WHEREAS, the Mayor and City Council want the citizens of Ketchum to make an informed decision at the polls on February 7, 2006, and

WHEREAS, the primary purpose of this bond issue is to fund the replacement of the old Ketchum Spring Water System in the community core, and

WHEREAS, these improvements are scheduled to commence later this spring with the work schedule to coordinate with the downtown streetscape project, and

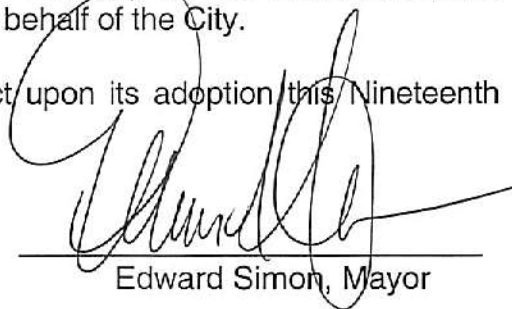
WHEREAS, Jo Murray Public Relations has been retained to assist the city in preparing public information to describe and explain the project, and

WHEREAS, the city wants to reach out to the community through newspaper ads, radio and television, direct mail and the use of the city's web site,

WHEREAS, these costs will not exceed \$7,000,

NOW THEREFORE BE IT RESOLVED, that the Ketchum City Council approves a professional services agreement with Jo Murray Public Relations for assistance with public information regarding the February 7, 2006 Bond Issue, 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 Nineteenth (19th) day of December, 2005.



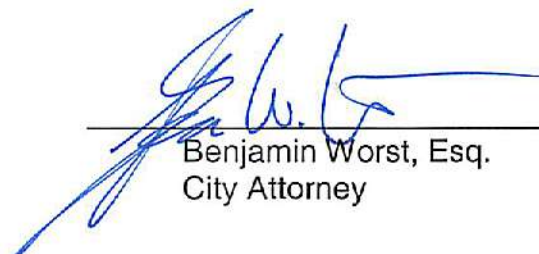
Edward Simon, Mayor

Attest:

Approved as to form and content:



Sandra E. Cady, CMC
City Treasurer/Clerk



Benjamin Worst, Esq.
City Attorney

CONTRACT FOR SERVICES
(City of Ketchum/Jo Murray Public Relations)

THIS AGREEMENT made and entered into this 7th day of January, 2006
~~2005~~ by and between the CITY OF KETCHUM, an Idaho municipal corporation (herein
~~2002~~ referred to as "Ketchum") and Jo Murray Demoro dba Jo Murray Public Relations
(herein referred to as "Murray").

RECITALS

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

WHEREAS, Ketchum desires to obtain certain public relation services necessary to inform and educate the citizenry regarding the issues involved in the water bond election set for February 7, 2006; and

WHEREAS, Murray has certain unique skills and experience in providing such public relation and information services and has offered to provide such services for a fee not to exceed \$7,000.

AGREEMENT

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

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. Murray shall provide at her sole expense, all labor, materials, insurance, equipment and facilities necessary to provide professional public relation services including, without limitation, newspaper ads, radio coverage, television interviews, direct mailings, and the use of the City of Ketchum Website to provide the public with information regarding the February 7, 2006 water bond election. Murray shall provide, provide the professional services as set forth in this Agreement (the "Services").
3. Consideration. Ketchum agrees to pay Murray for the Services an amount not to exceed SEVEN THOUSAND DOLLARS (\$7,000.00), as listed in the estimate provided by Murray, of which is attached hereto and incorporated herein as Exhibit A.
4. Waiver. If Murray requests Ketchum's assistance in any matter and Ketchum is able and willing to assist Murray, Murray 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 such assistance. Such assistance shall be purely voluntary and this Paragraph 4 shall not create or imply the creation of any agreement or

J.M.D.
7.5.06

~~obligation on the part of Ketchum.~~

*J.M.D.
P. 1/10*

5. Time Of Performance. Murray shall provide the 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 February 7, 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 Murray hereby agree that Murray 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 other than that of independent contractor. Murray, 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. Murray shall be solely responsible for the payment of all payroll and withholding taxes for amounts paid to Murray under this Agreement and for Murray's payments for work performed in performance of this Agreement by Murray's managers, members, directors, officers, shareholders, agents and employees; and Murray 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. Indemnification. Murray 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 Murray, its managers, members, directors, officers shareholders, agents and employees.

9. Insurance. Murray shall maintain public liability insurance in the amount of \$500,000.00 ~~and workers compensation insurance~~ from an insurance carrier licensed to do business in the State of Idaho, and furnish proof of said insurance to Ketchum prior to performing any of the Services or being entitled to any pay there for.

10. Compliance With Laws. Murray, 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 Murray of any obligation or responsibility imposed upon Murray 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 the Ketchum and the BKHA shall be addressed as follows:

KETCHUM:

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

JO MURRAY PUBLIC RELATIONS:

JO MURRAY PUBLIC RELATIONS
ATTN: JO MURRAY DEMORO
POST OFFICE BOX 1101
KETCHUM, IDAHO 83340

12. Non-Assignment. Murray hereby acknowledges that Ketchum has agreed to enter this Agreement based in part on Murray's unique skills and reputation for professional work. Accordingly, Murray may not assign or transfer in any manner this Agreement or any of Murray'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 either party hereto is required to retain the services of an attorney to enforce any of its rights hereunder, the non-prevailing party shall pay to the prevailing party 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.

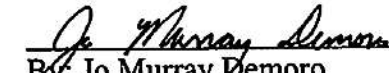
18. Entire Agreement. This Agreement contains the entire Agreement between the parties respecting the matters herein set forth and supersedes all prior Agreements between the parties hereto respecting such matter.

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.

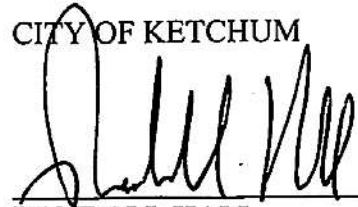
20. Authority. The parties executing this Agreement warrant, state, acknowledge, and affirm that they have the authority to sign the same and to bind themselves to the terms contained herein.

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

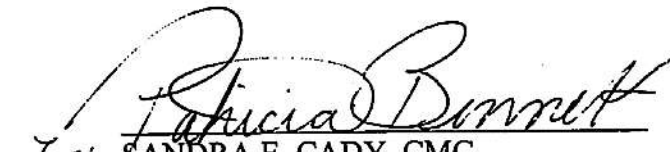
JO MURRAY PUBLIC RELATIONS


By: Jo Murray Demoro
Its: Principal

CITY OF KETCHUM


RANDALL HALL,
Mayor

ATTEST:


For: SANDRA E. CADY, CMC
City Clerk

APPROVED AS TO FORM
AND CONTENT

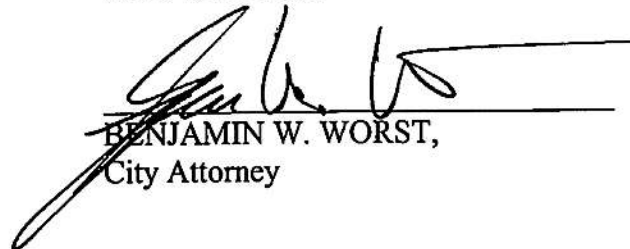

BENJAMIN W. WORST,
City Attorney

EXHIBIT F

**Ketchum Water Line Project
Public Education Estimates**

Activity	LOW RANGE			HIGH RANGE		
	Hours	Rate	Total Expenses	Hours	Rate	Total Expenses
Draft Q & A	4	\$110	\$440	8	\$110	\$880
Adapt copy for brochure	2	\$110	\$220	3	\$110	\$330
Revisions for 2 add'l audiences (Optional)	2	\$110	\$220	4	\$110	\$440
Arrange for brochure production, advertisement insertion, oversee production	4	\$110		8	\$110	\$880
Out-of-pocket expenses						
Printing, 3,500 brochures			\$600			\$1,000
Newspaper insertions			\$2,500			\$2,500
Graphic design, ad & brochure			\$500			\$1,000
Postage & mailing, brochures			city to handle			
Media relations program						
Draft 3 press releases, revise as needed; follow up with media & attend public meetings as appropriate	8	\$110	\$880	15	\$110	\$1,650
Draft guest opinion for newspapers	2	\$110	\$220	4	\$110	\$440
Community relations program						
Working with business and other groups as needed	2	\$110	\$220	8	\$110	\$880
Client meetings	1	\$110		5	\$110	
Allowance for contingencies, unexpected opportunities			\$220			\$550
Total			\$2,420			\$6,050
			\$3,960			\$4,950



YOUR PROTECTOR PLUS PACKAGE POLICY IDAHO

Farmers Insurance Group of Companies®
4680 Wilshire Boulevard, Los Angeles, California 90010

01-09-2006

Dear Farmers Customer,

Thank you for giving us the opportunity to service your insurance needs.

Recent change(s) made to your property policy number 92764-00-35 effective 01-05-2006 are below:

<u>Type of Change</u>	<u>Previous</u>	<u>Revised</u>
COVERAGES:		
PERSONAL LIABILITY	\$300,000	\$500,000
PERSONAL PROPERTY	\$225,000	\$255,000

Also included is a new Declarations Page that reflects the change(s). Please take a few minutes to review the change(s) and Declarations Page. Your new Declarations Page should be filed in a safe place with your original property policy documents.

This letter is being sent to you for information purposes only. It is not part of your policy.

If you have any questions about the change(s) made to your policy or any other insurance needs, please contact me. I would be happy to assist you.

Again, thank you for choosing Farmers.

Sincerely,

Marguerite D. Sowersby

(208) 788-1934



FARMERS

PROTECTOR PLUS

FARMERS INSURANCE COMPANY OF IDAHO, POCATELLO, IDAHO
A Stock Company

DECLARATIONS
HOMEOWNERS
Replaces all prior Declarations, if any

TRANSACTION TYPE: CHANGE IN COVERAGE

The Policy Period is effective (not prior to time applied for) at described residence premises.

POLICY NUMBER	POLICY PERIOD			POLICY EDITION
	FROM:	TO:	STANDARD TIME	
92764-00-35	01-05-2006	08-26-2006	12:01 A.M.	04

ISSUING OFFICE:
P.O. BOX 4820
POCATELLO, ID 83205

This policy will continue for successive policy periods, if: (1) we elect to continue this insurance, and (2) if you pay the renewal premium for each successive policy period as required by our premiums, rules and forms then in effect.

INSURED'S NAME & MAILING ADDRESS: JO B MURRAY PO BOX 1101 KETCHUM, ID 83340-1101	LOCATION OR DESCRIPTION OF RESIDENCE PREMISES: (Same as mailing address unless otherwise stated) 380 B SABALA ST KETCHUM ID 83340 -
--	---

DESCRIPTION OF PROPERTY

YEAR OF CONSTRUCTION	CONSTRUCTION TYPE	ROOF TYPE	NUMBER OF UNITS	OCCUPANCY
1977	FRAME	SHEET METAL PANEL	001	OWNER

COVERAGES - We provide insurance only for those coverages indicated by a specific limit or other notation.

SECTION I - PROPERTY				SECTION II - LIABILITY		ANNUAL PREMIUM
A - DWELLING OR MOBILE HOME	B - SEPARATE (OTHER) STRUCTURES	C - PERSONAL PROPERTY	D - LOSS OF USE	E - PERSONAL LIABILITY	F - MEDICAL PAY TO OTHERS	
\$300,000	\$30,000	\$255,000	\$150,000	\$500,000 Each Occurrence	\$1,000 Each Person	\$652.76

ENDORSEMENTS

ENDORSEMENT NUMBER	EDITION NUMBER	DESCRIPTION
E4040	1ED	ENDORSEMENT AMENDING SECTION II - EXCLUSION
E6018	1ED	AMENDING DEBRIS REMOVAL COVERAGE AND POLLUTION EXCLUSION
E6008	2ED	AMENDING PERSONAL INJURY - PROTECTOR PLUS
E4207	1ED	EXCLUSION AMENDING SECTION II - LIABILITY
E6047A	1ED	EXTENDED REPLACEMENT COST & BUILDING ORDINANCE OR LAW
E6401	3ED	SEWER AND DRAIN WATER DAMAGE COVERAGE ENDORSEMENT
H6104	2ED	AMENDING SECTION I LOSSES NOT INSURED - WATER DAMAGE
H6106	1ED	SPECIAL LIMITS ON SPORTS CARDS
J6180	1ED	ENDORSEMENT AMENDING THE LOSS SETTLEMENT PROVISION
S7504	1ED	OPTIONAL PAYMENT PLAN ON RENEWAL OF POLICY
IMPORTANT NOTICE - ADDITIONAL ENDORSEMENTS SHOWN ON BACK		

DISCOUNTS

50 PLUS, AUTO/HOME, NON SMOKER, AND INTERIOR INSPECTION DISCOUNTS HAVE BEEN APPLIED TO YOUR POLICY.

DEDUCTIBLES

\$1,000	Deductible is applicable to covered losses under Coverage A, B, C.
---------	--

POLICY ACTIVITY

(SUBMIT AMOUNT DUE WITH ENCLOSED INVOICE)

\$ NONE	Previous Balance
42.75	Premium
	Fees
	Payments or Credits
\$ 42.75	Total DUE
INSURED PAYS	

ANY "TOTAL" BALANCE OR CREDIT \$7.00 OR LESS WILL BE APPLIED TO YOUR NEXT BILLING. BALANCES OVER \$7.00 ARE DUE UPON RECEIPT.

This Declarations page is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all other terms of the policy.

Countersignature

AGENT: Marguerite D. Sowersby
AGENT PHONE: (208) 788-1934 AGENT NUMBER: 75 40 338

Mark Abajian
Authorized Representative