

RESOLUTION NUMBER 06-069

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SERVICES WITH THE CITY OF SUN VALLEY FOR RECREATIONAL PROGRAMS AT ATKINSON PARK OFFERED TO THE CITIZENS OF SUN VALLEY IN EXCHANGE FOR \$10,000.

WHEREAS, pursuant to Idaho Code §50-301, the City of Ketchum is empowered to enter into contracts as may be deemed necessary to promote the public health, safety, and welfare of Ketchum and its residents; and

WHEREAS, the City of Sun Valley desires to contract for services with the City of Ketchum in the amount of \$10,000 for recreational programs provided by the Ketchum Parks Department; and

WHEREAS, the City of Ketchum desires to enter into a contract with the City of Sun Valley to provide such 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 a contract for services with the City of Sun Valley for recreational programs at Atkinson Park offered to the citizens of Sun Valley in exchange for \$10,000.

This Resolution will be in full force and effect upon its adoption this fifteenth (15<sup>th</sup>) day of May 2006.

CITY OF KETCHUM, IDAHO

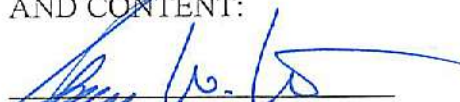


Randy Hall, Mayor

*BARD GOURLAY, COUNCIL PRES.*

APPROVED AS TO FORM

AND CONTENT:



Benjamin W. Worst,

City Attorney

ATTEST:



Sandra E. Cady, CMC  
City Treasurer/Clerk





## INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (hereinafter referred to as the "Agreement") is made and entered this 15<sup>th</sup> day of May, 2006, by and between the CITY OF SUN VALLEY, Idaho, a municipal corporation (hereinafter referred to as "Sun Valley") and CITY OF KETCHUM, a municipal corporation, (hereinafter referred to as "Contractor").

### RECITALS

- A. Sun Valley is a municipal corporation duly organized and existing under the laws of the State of Idaho.
- B. Contractor is a municipal corporation duly organized and existing under the laws of the State of Idaho.
- C. Pursuant to Idaho Code §§ 50-301 and 50-302 Sun Valley is empowered to enter into contracts, pass all ordinances, resolutions and make all regulations, not inconsistent with the laws of the State of Idaho, as may be expedient to promote the welfare of the City and its residents.
- D. The Contractor provides recreational programs through the Ketchum Park Department at Atkinson Park. It is in the best interest of Sun Valley to acquire by contract certain services to be performed by the Contractor in connection with the operation of Atkinson Park recreational facilities because of the beneficial impact to the citizens of Sun Valley.

E. Sun Valley desires to enter into a contract with the Contractor by which the Contractor will provide recreation services and opportunities for the benefit of the citizens of Sun Valley, thus avoiding duplication of services.

NOW, THEREFORE, on the basis of the foregoing recitals, the parties agree as follows:

1. Payment By Sun Valley. Upon resolution made and unanimously passed by the Sun Valley City Council, Sun Valley agrees to pay Contractor of \$10,000 to be used for Contractor's recreational programs which are offered to Sun Valley residents on an equal basis with residents of Contractor.
2. Contractor agrees that it will continue to offer recreational programs and opportunities at Atkinson Park.
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 Sun Valley.
4. 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 Sun Valley harmless from any and all claims or 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 any other claims.
5. 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. Provisions 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. Attorney's Fees. In the event any legal action or court or arbitration proceeding is brought by either party against the other under this Agreement, the prevailing party shall be entitled to recover its fees of its attorneys in such action or proceeding, including costs on appeal, if any, in such amount as the court may adjudge reasonable as attorneys fees and costs. In addition, should it be necessary for either party to employ legal counsel to enforce any of the provisions of this Agreement through measures which do not involve legal actions, court or arbitration proceedings, then the other party agrees to pay all attorneys fees and the costs reasonably incurred by the party who was so required to employ legal counsel.

E. Successors 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.

F. 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.

G. Governing Law. The Agreement shall be construed in accordance with the laws of the State of Idaho.

H. 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.

I. 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.

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

K. Further Assurances. Any party will, if requested to do so by any other party, sign, acknowledge, and deliver any and all such further instruments and documents as may be necessary in order to complete this transaction or carry out the intent and purposes of this Agreement.

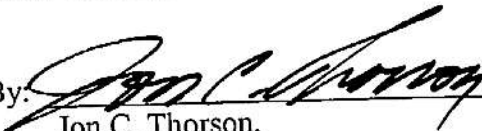
L. Time of the Essence. Time is of the essence of this Agreement.

M. Counterparts. This Agreement may be executed in counterparts and such counterparts shall constitute one agreement binding on the parties hereto.


Further, a FAX copy of this Agreement with facsimile signature shall be binding on the parties hereto.

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


CITY OF SUN VALLEY

By:   
Jon C. Thorson,  
Mayor, City of Sun Valley


CITY OF KETCHUM

By:   
Randy Hall,  
Mayor, City of Ketchum

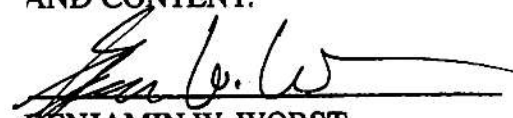
ATTEST:

  
Janis Wright, City Clerk  
City of Sun Valley

ATTEST:

  
Sandy Cady, City Clerk  
City of Ketchum

APPROVED AS TO FORM  
AND CONTENT:

  
BENJAMIN W. WORST  
City Attorney