

RESOLUTION 05-028

RESOLUTION OF THE CITY OF KETCHUM CITY COUNCIL AUTHORIZING  
TRANSFER OF TITLE OF A SURPLUS 1984 VAN PELT FIRE ENGINE TO THE  
CAREY RURAL FIRE PROTECTION DISTRICT

WHEREAS, the City of Ketchum recently purchased and placed into service a 2004 Pearce Fire Engine, known as new Engine #1, and

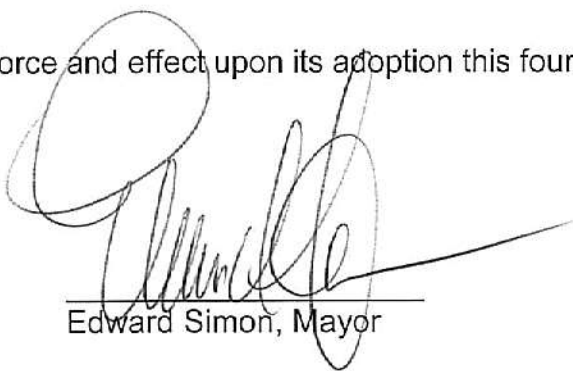
WHEREAS, old Engine #1, a 1984 Van Pelt, is determined to be surplus and without value to the Ketchum Fire Department after 20 years of service to the community, and

WHEREAS, the Cary Rural Fire Protection District has expressed interest in acquiring this surplus apparatus which would become the newest vehicle in its current fleet, and


WHEREAS, the City of Ketchum agrees to transfer title and ownership of the 1984 Van Pelt to the Carey Rural Fire Protection District in consideration of \$1.00,

NOW THEREFORE BE IT RESOLVED, that the Ketchum City Council authorizes the transfer of title of a surplus 1984 Van Pelt fire engine to the Carey Rural Fire Protection.

This Resolution will be in full force and effect upon its adoption this fourth (4th) day of April, 2005.

  
Edward Simon, Mayor

Attest:

  
Sandra Cady, CMC  
City Treasurer/Clerk





**INDEMNITY AGREEMENT**  
(City of Ketchum/Carey Rural Fire District)

THIS INDEMNITY AGREEMENT is made and entered into this 12<sup>th</sup> Day of April, 2005, by and between the CITY OF KETCHUM, an Idaho municipal corporation ("Ketchum"), and the CAREY RURAL FIRE PROTECTION DISTRICT, an Idaho fire protection district ("CRFPD").

**RECITALS**

WHEREAS, Ketchum owns that certain 1983 Hendrickson fire engine VIN# 11HFT4228ELZ16225 including certain miscellaneous equipment and personal property located thereon (collectively the "Fire Engine"); and

WHEREAS, Ketchum shall assign, convey and deliver to CRFPD all of Ketchum's right, title and interest in and to the Fire Engine; and

WHEREAS, as a condition of such assignment, conveyance and delivery, CRFPD shall assume all risk of owning and operating the Fire Engine and shall indemnify, release and hold harmless Ketchum from and against any and all liability in any manner related to or arising from the same.

NOW, THEREFORE, in consideration of the recitals, agreements and indemnification contained in this Agreement and for \$1.00 (ONE DOLLAR) and other good and valuable consideration, receipt of which is hereby acknowledged, Ketchum and CRFPD hereby agree as follows:

1. **Incorporation of Recitals.** The Recitals set forth above are hereby incorporated as an integral part of this Agreement.
2. **Release and Indemnification.** CRFPD hereby releases and agrees to hold, save harmless and indemnify Ketchum from any loss, damage to persons or property, personal injury including, without limitation, death, claim, demand, lawsuit or action, costs or attorney fees, including but not necessarily limited to, any claim for indemnity or contribution that is or may be asserted by any person or entity, whosoever or whatsoever, in any manner related to or arising from the Fire Engine and CRFPD's use thereof. CRFPD hereby assumes all risks in any manner related to the ownership or operation of the Fire Engine.
3. **No Warranty.** CRFPD accepts the Fire Engine "as is" and hereby acknowledges that Ketchum shall provide no warranty of any kind, express or implied, including without limitation, the warranty of fitness for a particular purpose.
4. **Miscellaneous.**

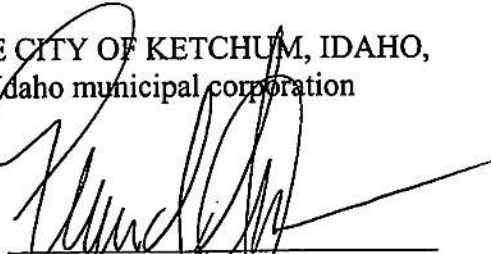
- a) Partial Invalidity. In the event any portion of this Agreement or part thereof shall be determined to be invalid, void or otherwise unenforceable, the remaining provisions hereunder, or part thereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby, it being understood that such remaining provisions shall be construed in a manner most closely approximating the intention of the parties with respect to the invalid, void or unenforceable provision or part thereof.
- b) Attorney Fees. If either Party is required to retain an attorney to enforce its rights hereunder, the defaulting Party shall pay to the non-defaulting Party all reasonable costs and attorney fees, whether or not litigation is commenced and including reasonable costs and attorney fees on appeal.
- c) No Presumptions. The Parties acknowledge that Benjamin W. Worst, Esq., City Attorney for the City of Ketchum, prepared this Agreement. There shall be no presumptions for against either Party to this Agreement as a result of such preparation.
- d) Choice of Law. This Agreement will be interpreted in accordance with the laws and decisions of the State of Idaho.
- e) Entire Agreement. This Agreement contains the entire agreement between the Parties hereto with respect to the subject matter hereof, and supersedes or revokes all prior agreements and understandings. No representations or promises have been made by any of the Parties other than expressly set forth herein.

IN WITNESS WHEREOF, the Parties entered this Agreement as of the date first-above written.

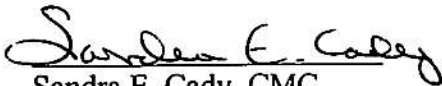
CAREY RURAL FIRE  
PROTECTION DISTRICT

By:   
Its: Commissioner


THE CITY OF KETCHUM, IDAHO,  
An Idaho municipal corporation

By:   
Its: MAYOR

ATTEST:

  
Sandra E. Cady, CMC  
City Treasurer/Clerk

APPROVED AS TO FORM  
AND CONTENT:

  
Benjamin W. Worst,  
City Attorney