

RESOLUTION NUMBER 06-044

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT TO LEND THE COMMUNITY LIBRARY ASSOCIATION, INC., THE CITY'S WAGON DAYS POSTERS.

WHEREAS, the City Council has determined that the City will no longer display all of the Wagon Days posters in the meeting room; and


WHEREAS, The Community Library Association, Inc. has stated its interest in borrowing the posters to be displayed at the library; and


WHEREAS, both parties desire to sign an agreement that states that the posters shall be loaned to The Community Library Association, Inc. and may be retrieved at any time by the City of Ketchum.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Ketchum, Idaho that the City Council hereby authorizes and instructs the Mayor to execute an Agreement to lend The Community Library Association, Inc., the City's Wagon Days Posters.

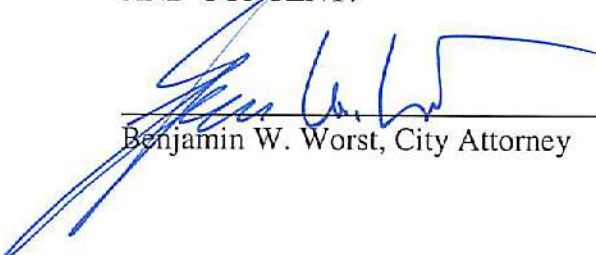
This Resolution will be in full force and effect upon its adoption this 20th day of March 2006.

ATTEST:


Sandra E. Cady, CMC
City Treasurer/Clerk

CITY OF KETCHUM

Randy Hall, Mayor

APPROVED AS TO FORM
AND CONTENT:


Benjamin W. Worst, City Attorney



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AGREEMENT

THIS AGREEMENT made and entered into this 29th day of March, 2006, by and between the CITY OF KETCHUM, an Idaho municipal corporation ("Ketchum") and THE COMMUNITY LIBRARY ASSOCIATION, INC., an Idaho corporation ("Library").

RECITALS:

WHEREAS, the City no longer desires to display all of the Wagon Days posters in Council Chambers; and

WHEREAS, the Library has stated its interest in borrowing the posters to be displayed at the library; and

WHEREAS, both parties desire to enter an agreement whereby the posters shall be loaned to Library and may be retrieved at any time by Ketchum.

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. SERVICES PROVIDED:
 - a. Ketchum shall deliver some, all or none of the undisplayed posters to Library.
 - b. Library shall display some, all or none of the delivered posters.
 - c. Library shall only display the posters at its facility located at 415 Spruce Avenue North, Ketchum, Idaho.
 - d. Ketchum shall retain all right, title and interest in and to the posters at all times.
 - e. Ketchum shall check out such posters it wishes to display in Council Chambers from Library.
 - f. Library may, at its sole expense, restore, preserve or reframe any of the posters in its possession.
3. NOTICE: Upon reasonable notice, Ketchum may retrieve some, all or none of the posters.
4. DEFAULT: The parties hereto covenant and agree that in the event Library fails, refuses, or is unable to provide services as set forth hereinabove, the same shall automatically terminate this Agreement.

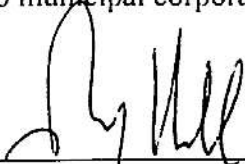
5. TERMINATION: Either party may terminate this agreement upon fifteen (15) days written notice and Library shall return all posters in its possession back to Ketchum.

6. NON-ASSIGNMENT: This Agreement, in whole or in part, may not be assigned or transferred by Library to any other party except with the prior written consent of Ketchum.

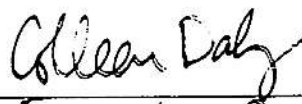
7. HOLD HARMLESS AGREEMENT: Any contractual obligation entered into or assumed by Library, or any liability incurred by reason of personal injury and/or property damage in connection with or arising out of Library's obligation pursuant to this Agreement shall be the sole responsibility of Library. Library covenants and agrees to indemnify and hold Ketchum harmless from any and all claims or causes of action arising out of Library's activities and obligations as set forth hereinabove, including, but not limited to, personal injury and property damage.

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


THE CITY OF KETCHUM,
an Idaho municipal corporation

By: 
Randy Hall, Mayor

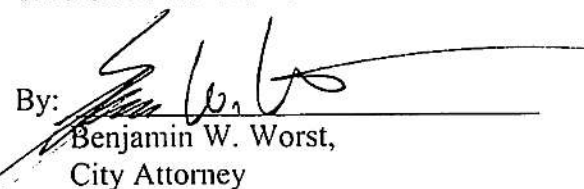
THE COMMUNITY LIBRARY
ASSOCIATION, INC.,
an Idaho corporation

By: 
Its: Executive Director

ATTEST:


Sandra E. Cady, CMC,
City Clerk/Treasurer

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

By: 
Benjamin W. Worst,
City Attorney