

BOROUGH OF MONROEVILLE  
ORDINANCE NO. 268

AN ORDINANCE AUTHORIZING AN AGREEMENT BETWEEN THE BOROUGH OF MONROEVILLE AND KETCHUM, INC., FOR THE PURPOSE OF HAVING KETCHUM, INC., PROVIDE CERTAIN PROFESSIONAL SERVICES IN RAISING CAPITAL FUNDS FOR THE CONSTRUCTION OF A LIBRARY.

BE IT ORDAINED AND ENACTED by the Council of the Borough of Monroeville, County of Allegheny; and Commonwealth of Pennsylvania; and it is hereby ordained and enacted by and with the authority of the same.

SECTION 1. For the purpose of having Ketchum, Inc., provide certain professional services in raising capital funds for the construction of a library, the Borough of Monroeville and Ketchum, Inc., agree as follows:

CONTRACT

This contract, made and entered into this tenth day of January 1961, by and between Ketchum, Incorporated, a corporation doing business in the City of Pittsburgh, County of Allegheny, State of Pennsylvania, hereinafter known as Ketchum, party of the first part, and

THE BOROUGH OF MONROEVILLE

a municipal corporation of the State of Pennsylvania, through its authorized representatives, The Library Department hereinafter known as CLIENT, party of the second part.

KETCHUM agrees to supply to CLIENT an experienced staff as hereinafter described, for the purpose of organizing, managing and otherwise making effective the solicitation of a fund of approximately One Hundred and Fifty Thousand Dollars (\$150,000.00), by the Board, members, and friends of CLIENT:

- February 13, 1961 -- March 3, 1961 (3 weeks)
- May 1, 1961 -- June 30, 1961 (9 weeks)

The individual board members agree to give KETCHUM their full cooperation in this effort. It is distinctly understood that the final decision in all questions as to the proper methods to be used in advancing the interests of the campaign shall be mutually vested in KETCHUM, or its director, and the Chairman of CLIENT's Campaign Committee.

CLIENT agrees that the funds so raised are to be used for Library construction purposes and costs incident thereto. It is further agreed that there shall be no solicitation of funds by or for CLIENT for any other purpose whatsoever during the period agreed upon for this campaign.

As compensation for KETCHUM's service, CLIENT agrees to pay KETCHUM a service fee of Seven Thousand Five Hundred and Fifty Dollars (\$7,550.00), payable as follows:

March 5, 1961	\$ 1,950
May 30, 1961	2,800
June 30, 1961	2,800
	<u>\$ 7,550</u>

It is understood that this fee includes the living expense of the staff members and their travel expense to and from this assignment.

It is understood that the total expense, exclusive of KETCHUM's fee, shall not exceed the sum of Three Thousand Five Hundred Dollars (\$3,500) without further specific authority from CLIENT; the necessary part of this sum to be expended for cost of meetings (including lunches or dinners), clerical services headquarters rental, postage, printing, stationery, mailing, telephone and telegraph, travel expense incident to the campaign, and other similar items. It is further understood that all expenditures are to be made at the suggestion of KETCHUM's director, with the approval of CLIENT's Committee, and all bills to be made to CLIENT and approved by the KETCHUM director.

It is further agreed by both parties that all funds shall be handled by, and all subscriptions and pledges made payable to CLIENT, or its legal representatives.

It is understood and agreed that this contract may be subject to cancellation on two (2) weeks written notice by either party, and if such cancellation be by CLIENT, CLIENT will be obligated to pay the proportionate fee for such period beyond the date of notification.

It is further agreed that KETCHUM will not hire any employee of CLIENT AND CLIENT will not hire any employee of KETCHUM within three years after the completion of the terms of this contract.

IN WITNESS WHEREOF, KETCHUM AND CLIENT have executed this agreement the day and year first above written.

ATTEST:

KETCHUM, INCORPORATED

/s/ David S. Ketchum  
Secretary

/s/ Carlton G. Ketchum (Seal)  
President

ATTEST:

THE BOROUGH OF MONROEVILLE  
LIBRARY DEPARTMENT

/s/ Arthur H. Curtis

/s/ Thomas Harter (Seal)

SECTION 2: All ordinances or part of ordinances conflicting with the provisions of this ordinance are hereby repealed inasmuch as they may conflict with this ordinance.

ORDAINED AND ENACTED into law in Council this 10th day of January, 1961.

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President

ATTEST:

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Secretary

EXAMINED AND APPROVED by me this 10th day of January, 1961.

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Burgess