

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE ADMINISTRATOR TO SIGN AND EXECUTE ALL DOCUMENTS NECESSARY WITH THE DISPOSITION OF TANGIBLE PERSONAL PROPERTY AGREEMENT, AND DECLARING AN EMERGENCY

WHEREAS, the Village of West Lafayette desire to enter into an agreement for the Disposition of Tangible Personal Property, attached hereto;

NOW THEREFORE, BE IT RESOLVED by the Council of the Village of West Lafayette;

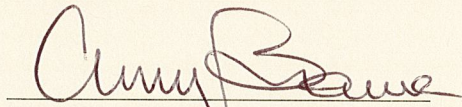
Section 1: That the Mayor and Village Administrator are hereby authorized to sign and execute all documents necessary for this agreement.

Section 2: That this resolution shall be and is hereby declared to be an emergency measure for the reason that the Village of West Lafayette is in need of disposing of tangible personal property in a timely manner, therefore this resolution shall be effective immediately upon passage, signing by the Mayor, and posting.

PASSED IN COUNCIL THIS 2 day of September 2021.


Stephen R. Bordenkircher, Mayor

ATTEST:


Amy Bourne, Fiscal Officer

Disposition of Tangible Personal Property Agreement

This Disposition of Tangible Personal Property Agreement (herein, "Agreement") is entered into as of September ____, 2021, by and between the Village of West Lafayette, an Ohio municipal corporation, having an address at 113 East Rail Road Street, West Lafayette, Ohio 438445 (herein, "Donor"),

_____ (herein, "Donee").

Recitals:

WHEREAS, Donor is a municipality of the State of Ohio and the contribution will be constitute a "Disposition of Property" within the meaning of Section 721.15(C) of the Ohio Revised Code, and

WHEREAS, the Donee is _____ acting solely in his professional capacity as _____, and

WHEREAS, Donor is in possession of certain personal property, specifically, a retired police canine, (herein, "Strider"), and

WHEREAS, Strider is currently unable to perform the functions of a police canine due to a dispositional defect, and

WHEREAS, Donor does not have any employees with sufficient training or experience to rehabilitate Strider, and

WHEREAS, the Donee believes that his office has resources sufficient to rehabilitate Strider, forestalling the need to destroy Strider, and

WHEREAS, the Donor, upon certain conditions precedent, wish to make disposal of Strider to the Donee and Donee wishes to accept such donation, and

WHEREAS, the parties hereto wish to specify, those conditions and terms of donation herein.

Witnesseth

1. Donation and Acceptance

Donor agrees to donate, convey and transfer to Donee, and Donee agrees to receive and accept from the Donor, all of the Donor' right, title, and interest in Strider subject to the terms, conditions, and provisions hereof.

2. Donative Intent

The Disposition by Donor of Strider is a gift along with other related documentation, licensure, and equipment specifically related to Strider and unfit for any other use. (See Exhibit A for complete list.)

3. Conveyance

This Agreement or a copy thereof shall serve as evidence of the Donor's conveyance to Donee of all interest, claim, use, and ownership in Strider.

4. Donor Warranties

Donor warrants that it is the sole owner of Strider at the time of disposition. The disposition by the Donor of Strider to the Donee shall be without warranty to its fitness for duty or amenability to rehabilitation, or its health, or any other unknown defects.

No indemnity of Donee shall be inferred or construed by this agreement.

5. Public Use

Donee intends to use Strider for the benefit _____.
Should Strider prove to be unfit for duty it will be the sole responsibility of Donee to dispose of Strider.

In any disposal of Strider, Donor will have the right of first refusal.

6. Miscellaneous

- a. **Relationship of the Parties.** Notwithstanding any provision to the contrary in this Donation Agreement, the parties agree that their relationship with respect to the disposition of property contemplated herein is one of donor and donee only, and no provision of this Agreement shall be construed to create any other type of status or relationship between the parties with respect to such gift.
- b. **Severability.** If any one or more provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had not been contained herein.
- c. **Waiver.** The failure of either party to insist, in any one more instance, upon a strict performance of any of the terms and conditions of this Agreement, or to exercise or fail to exercise any option or right contained herein, shall not be construed as a waiver of a relinquishment of the further of such right or options but the same shall continue and remain in full force and effect. The continued performance by either party of this Agreement with knowledge of the breach of any term or conditions hereof shall not be deemed a waiver of such breach, and no waiver by either party of any provision hereof shall be deemed to have been made, or operate as estoppel, unless expressed in writing and signed by each party.
- d. **Entire Agreement.** This Agreement is the complete understanding of the parties with respect to the disposition of Strider. No oral statements, representations, or agreements other than this Agreement shall have any force or effect and the parties agree that they will not rely on any representations or agreements other than those contained in this Agreement.
- e. **Further Assurances.** Either party, upon the request of the other party, shall execute and deliver such further documents and instruments as such other party may reasonable deem appropriate to carry out the terms and conditions of this

Agreement, provided that such further documents and instruments are consistent with the terms and conditions of this Agreement.

- f. **Survival.** All agreements, representations, warranties, and indemnifications hereunder shall be considered to have been relied upon and shall survive the execution and delivery of this Agreement and the final disposition of Strider.
- g. **Headings.** The headings in this document are for reference and shall not affect or defined the meaning hereof.
- h. **Exhibits.** The Exhibits attached hereto are part of this Agreement.

7. **Applicable Law**

This Agreement shall be construed an interpreted in accordance with the laws of the State of Ohio. This Agreement shall inure to the benefit of the and be binding upon the parties hereto and their respective successors and assigns.

8. **Counterparts.**

This Agreement may be signed in multiple identical counterparts with the same effect as if the signatures thereof and hereto were upon the same instrument

[SIGNATURE PAGE FOLLOWS.]

Executed on the date first written above.

Village of West Lafayette, Ohio

By: _____
Mayor Steve Bordenkircher
Duly Authorized by Counsel

By: _____
Christopher Menapace
Village Administrator

Approved as to form:

Village Solicitor

EXHIBIT A