

TEMPORARY RESOLUTION NO. 86-17

PERMANENT RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE THE SERVICE-SAFETY DIRECTOR TO ENTER INTO AN AGREEMENT WITH FAIRFIELD CAREER CENTER TO GIVE THEM A USED AND/OR DECOMMISSIONED 2009 FORD CROWN VICTORIA FOR USE IN TRAINING BY THE CRIMINAL JUSTICE PROGRAM AT THE FAIRFIELD CAREER CENTER IN RETURN FOR USE OF TRAINING FACILITIES AND EVIDENCE COLLECTION RESOURCES

WHEREAS, the City has taken possession of newer model police cruisers and the older models are too expensive to maintain and too insignificant in value to trade or sell because of normal wear and tear and high mileage; and

WHEREAS, Fairfield Career Center has a Criminal Justice Program and can use the vehicle for training students in the program on police car operations; and

WHEREAS, Fairfield Career Center has and will continue to provide use of its facility for training to the Lancaster Police Department and use of its evidence collection resources in return for the exchange/gifting of the vehicle;

BE IT RESOLVED BY COUNCIL OF THE CITY OF LANCASTER, STATE OF OHIO

SECTION 1. That the Service-Safety Director is hereby authorized to enter into an agreement with Fairfield Career Center for the gifting of a used and/or decommissioned 2009 Ford Crown Victoria in exchange for the use of its facility for training by the Lancaster Police Department and the use of its evidence collection resources.

SECTION 2. That this resolution shall take effect and be in force from and after the earliest period allowed by law.

Passed: _____ after _____ reading. Vote: Yeas _____ Nays _____

Date Approved: _____

Clerk: _____

President of Council

Offered by: _____

Mayor

Second by: _____

Requested by Law Committee

2009 FORD CROWN VICTORIA GIFTING/TRANSFER AGREEMENT

This Agreement is made and entered into as of _____, 2017 by and between the City of Lancaster, Ohio ("City") and Fairfield Career Center ("FCC") in accordance with the terms and provisions set forth herein.

RECITALS

A. City wishes to gift a motor vehicle, more specifically described as a 2009 FORD CROWN VICTORIA, bearing VIN 2FAHP71V19X146347, to FCC, "AS IS" for use in FCC's law enforcement program.

C. In return for the motor vehicle, FCC has provided / will provide assistance to City of Lancaster Police Department in the following areas: (1) Firearms Training Simulator, (2) High Speed Latent Print Locator, (3) Evidence gathering resources, and (4) use of SWAT Training Building. FCC also agrees to pay \$1.00 to the City in consideration of said motor vehicle.

E. City will surrender and assign title of the motor vehicle to FCC and hereby relinquishes any and all ownership interest in the motor vehicle to FCC. City gifts the motor vehicle to FCC "AS IS" without warranty of any kind or nature and with the promise of FCC to properly and adequately insure motor vehicle from any and all loss, damage or costs, associated with FCC's use of the motor vehicle for training or any other purposes as part of the consideration for City's agreement to gift the motor vehicle to FCC for training purposes.

F. The legislative authority of the City has authorized and directed City to make and enter into this Agreement in accordance with Permanent Resolution No. _____ passed by the Council of City on _____, attached hereto as Exhibit "A."

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in this Agreement, City and FCC agree and bind themselves, their agents, employees and successors, as follows:

Section 1. Term. This Agreement shall commence upon its execution and delivery by City and FCC and shall continue unless otherwise terminated in accordance with Section 3 of this Agreement.

Section 2. Agreements. During the term of this Agreement, City and FCC agree to uphold and abide by their respective obligations.

Section 3. Costs. Unless otherwise specifically provided in this Agreement, City and FCC will each pay the costs of its performance of its obligations under this Agreement.

Section 4. Binding Effect; Mandamus. This Agreement shall inure to the benefit and shall be binding on City and FCC and their respective permitted successors. This Agreement shall not inure to the benefit of anyone other than as provided in the immediately preceding sentence.

Section 5. Support of the Agreement. City and FCC agree to cooperate with each other and to use their best efforts to do all things necessary in furtherance of this Agreement. In the event this Agreement or any of its terms, conditions or provisions is challenged by any third party or parties in a court of law, City and FCC agree to cooperate with one another and to use their best efforts in defending this Agreement with the objective of upholding the Agreement. City and FCC shall each bear its own costs in any such proceeding challenging this Agreement or any term, condition or provision thereof.

Section 6. Signing Other Documents. City and FCC agree to cooperate with one another and to use their best efforts in the implementation of this Agreement and to sign or cause to be signed, in a timely manner, all other necessary instruments and documents, and to take any and all actions to effectuate the purposes of this Agreement.

Section 7. Warranties. City gifts and FCC accepts motor vehicle "AS IS" without warranty of any kind or nature.

Section 8. Ownership/Title. Upon execution of this Agreement, City surrenders and assigns title of the motor vehicle to FCC and hereby relinquishes any and all ownership interest in, insurance coverage for, and responsibility for use and/or operation of the motor vehicle to FCC.

Section 9. Severability. In the event that any section, paragraph or provision of this Agreement, or any covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, or any application thereof, is held to be illegal or invalid for any reason: (i) that illegality or invalidity shall not affect the remainder hereof or thereof, any other section or provision hereof, or any other covenant, agreement, obligation or action, or part thereof made, assumed, entered into or taken, all of which shall be construed and enforced as if the illegal or invalid portion were not contained herein or therein, (ii) the illegality or invalidity of any application hereof or thereof shall not affect any legal and valid application hereof or thereof, and (iii) each section, paragraph, provision, covenant, agreement, obligation or action, or part thereof, shall be deemed to be effective, operative, made, assumed, entered into or taken in the manner and to the full extent permitted by law.

Section 10. Governing Law. This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Ohio.

Section 11. Miscellaneous. The captions and headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections hereof.

IN WITNESS WHEREOF, City and FCC have caused this Agreement to be duly signed in their respective names by their duly authorized officers as of the date heretofore written.

CITY OF LANCASTER

FAIRFIELD CAREER CENTER

By: _____
Paul Martin,
Service-Safety Director

By: _____
Bonnie Hopkins,
Superintendent

Approved as to form:

Law Director & City Prosecutor's Office