

**STATE OF NORTH CAROLINA**

**COUNTY OF MECKLENBURG**

**AGREEMENT FOR THE DISPOSITION OF CITY PROPERTY**

This Agreement for the disposition of City property (the “Agreement”) is entered into and made effective as of this 1<sup>st</sup> day of September, 2012, by and between the City of Charlotte, a North Carolina municipal corporation (the “City”) and \_\_\_\_\_, (the “Recipient Governmental Unit”)

**STATEMENT OF BACKGROUND AND INTENT**

A. The City, by resolution of the City Council, is authorized to donate City property to other governmental units within the United States pursuant to N.C. Gen. Stat. §160A-280.

B. On April 4, 2012, the City of Charlotte was awarded a grant (2012-ZC-BX-0001) from the Bureau of Justice Assistance (BJA), Office of Justice Programs (OJP) to serve as the fiscal agent responsible for administering funding support for the 2012 Democratic National Convention (“DNC”) to be held September 3-6, 2012. Funding was provided pursuant to the Department of Justice Appropriations Act, Pub. L. No. 112-55, 125 Stat. 552, 615, for extraordinary law enforcement expenditures and related security costs. The City was authorized to purchase law enforcement related equipment and supplies to provide for the public safety and security during the DNC.

C. The parties enter into this Agreement under the authority of N.C. Gen Stat. § 160A-280, Title 28 CFR Part 66, Title 2 CFR section 215.34 and consistent with the 2011 Office of Justice Programs Financial Guide which authorizes the distribution of grant purchased City owned surplus items to outside law enforcement agencies to be used for criminal justice purposes by agencies that assisted the City by providing public safety and security during the DNC.

D. At a regular meeting on February 25, 2013, the Charlotte City Council, by Resolution, approved the disposition of surplus equipment set forth on Attachment A (the “Equipment”) to the Recipient Governmental Unit .

**NOW, THEREFORE**, in consideration of the terms and conditions set forth herein, the parties agree as follows:

## **AGREEMENT**

### **1. DONATION**

The City hereby donates and assigns the surplus Equipment to the Recipient Governmental Unit and the Recipient Governmental Unit hereby agrees and affirms that the Equipment shall be utilized only for criminal justice purposes.

### **2. WAIVER OF WARRANTIES**

**THE RECIPIENT GOVERNMENTAL UNIT AGREES THAT THE EQUIPMENT IS DONATED BY THE CITY “AS IS” AND THAT THE CITY EXCLUDES ALL WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

Nothing in this section shall be deemed to limit the Recipient Governmental Unit’s ability to pursue warranty claims with the Equipment manufacturers.

### **3. LIMITATION OF LIABILITY**

**IN NO EVENT SHALL THE CITY HAVE ANY LIABILITY ARISING OUT OF OR RELATING TO THE EQUIPMENT OR TO THE CITY’S DISPOSITION OF THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO LIABILITY FOR DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES.**

### **4. INDEMNIFICATION**

To the fullest extent provided by law, the Recipient Governmental Unit hereby agrees to indemnify, defend and hold harmless the City and its officers, agents and employees from and against any and all liabilities, liens, obligations, losses, claims, damages, actions, suits, proceedings, costs and expenses, including without limitation attorneys’ fees, imposed or incurred by or asserted against the City or its assigns, arising out of, connected with, or resulting directly or indirectly from the Equipment or the City’s disposition of the Equipment. The Recipient Governmental Unit shall give the City or its assigns prompt written notice of any matter hereby indemnified against.

### **5. MISCELLANEOUS**

A failure by either party to enforce any right under this Agreement shall not at any time constitute a waiver of such right or any other right, and shall not modify the rights or obligations of either party under this Agreement. This Agreement shall obligate and benefit the parties, and their permitted receivers, trustees, assignors, and other representatives. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision, the remaining provisions being deemed to continue in full force and

effect. This Agreement shall be governed by and construed under the laws of the State of North Carolina, excluding its conflicts of law principles. The parties further agree that any and all legal actions or proceedings relating to this Agreement shall be brought in a state court sitting in Mecklenburg County, North Carolina. By execution of this Agreement, the parties irrevocably waive any and all objections, which they may have with respect to venue in any court sitting in Mecklenburg County. This Agreement is the entire agreement of the parties, and supersedes all prior agreements and communications, whether oral or in writing, between the parties with respect to the subject matter of this Agreement. No amendment or modification of this Agreement shall be effective unless made in writing and signed by both parties.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed on the date first written above.

\_\_\_\_\_

\_\_\_\_\_

City of Charlotte

Recipient Governmental Unit

**CERTIFICATION**

I, \_\_\_\_\_ certify that the Equipment provided under this Agreement to \_\_\_\_\_ will not be used to supplant local or State funds.

\_\_\_\_\_  
Name:  
Title:

## **Attachment A**