



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

"I move to approve Surplus Resolution 24-007 for the transfer of surplus police equipment via donation to Blaine County Sheriff's Office, Public Safety Facility.

Reasons for Recommendation:

- The various Law Enforcement Items have reached the end of their useful lives for the City of Ketchum Police Department.
- These items will be donated to Blaine County Sheriff's Office, Public Safety Facility.
- Release of Liability for Transfer of Surplus Police Equipment will be signed by the Blaine County Sheriff's Office, Public Safety Facility.

Sustainability Impact:

None OR state impact here: NONE

Financial Impact:

None OR Adequate funds exist in account:	The city will not receive any proceeds from this Surplus Resolution as it is a donation.
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Attachments:

1. Resolution 24-007
2. Release of Liability for Transfer of Surplus Police Equipment

CITY OF KETCHUM

RESOLUTION 24-007

A RESOLUTION OF THE CITY COUNCIL DECLARING TRANSFER OF SURPLUS
POLICE EQUIPMENT VIA DONATION TO BLAINE COUNTY SHERIFF'S OFFICE,
PUBLIC SAFETY FACILITY

SECTION 1: FINDINGS

1.1 The City of Ketchum's Police Department no longer needs the various law enforcement items.

Now THEREFORE, BE IT RESOLVED by the City Council of the City of Ketchum that:

2.1. The City Council authorizes the City Clerk to transfer the surplus police equipment via donation to Blaine County Sheriff's Office, Public Safety Facility.

PASSED BY THE CITY COUNCIL of the City of Ketchum, effective this 1st day of April, 2024.

APPROVED:

Signed: _____
Neil Bradshaw, Mayor

ATTEST:

By _____
Trent Donat, City Clerk

Release of Liability for Transfer of Surplus Police Equipment

This Release of Liability ("Release") is made by and between the City of Ketchum, an Idaho municipal corporation ("City") and Blaine County Sheriff's Office, Public Safety Facility ("Recipient").

Whereas, the City is the lawful owner of certain surplus police equipment described in **Exhibit A** attached hereto ("Surplus Equipment"); and

Whereas, the Recipient desires to acquire the Surplus Equipment from the City; and

Whereas, the City has authority under Idaho Code § 50-301 to acquire and convey property; and

Whereas, the City no longer has need for the Surplus Equipment and desires to transfer the Surplus Equipment to Recipient;

Now therefore, in consideration of the covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **Transfer of Equipment:** The City hereby conveys and transfers all rights, title, and interest in the Surplus Equipment to the Recipient, subject to the terms and conditions of this Release.
2. **Assumption of Risk; As-Is Condition:** The Recipient acknowledges and agrees that the Surplus Equipment is accepted "**AS IS**" and the Recipient assumes all risks associated with the possession, use, or disposal of the Surplus Equipment. The Recipient acknowledges that the Surplus Equipment is used and may not be in perfect or safe condition and that the City makes no representations or warranties, express or implied, regarding the condition, suitability, or fitness for a particular purpose of the Surplus Equipment.
3. **Release of Liability:** The Recipient hereby releases, waives, discharges, and covenants not to sue the City, its officers, employees, and agents from any and all liabilities, claims, demands, losses, or damages caused or alleged to be caused in whole or in part by the possession and use of the Surplus Equipment by the Recipient or any third parties, including but not limited to, the negligence of City or its officers, employees, or agents.
4. **Indemnification:** To the extent permitted by law, the Recipient agrees to indemnify, defend, and hold harmless the City, its officers, employees, and agents from any and all claims, liabilities, damages, losses, or expenses, including but not limited to attorney's fees, arising from or related to the possession or use of the Surplus Equipment by the Recipient or any third parties. Recipient accepts sole responsibility and liability with respect to the Surplus Equipment upon transfer.

5. **Entire Agreement:** This Release constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, of the parties.
6. **Governing Law:** This Release shall be governed by and construed in accordance with the laws of the State of Idaho.
7. **Severability:** If any term or provision of this Release is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalidity shall not affect the remaining terms and provisions hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Release effective to this date:

_____.

City of Ketchum

By: _____

Name: Neil Bradshaw

Title: Mayor

Date:

Recipient: Blaine County Sheriff's Office, Public Safety Facility

By: _____

Name: Jay Davis

Title: Captain

Date:

Exhibit A

Description of Surplus Police Equipment

- 15' cartridge - 3
- 25' cartridge - 22
- training cartridge (expired 25') - 11
- Battery (new TPPM) - 2
- Battery (new APPM) - 4
- Battery (used APPM) - ~7
- Taser X26P - 9
- Taser X26 - 5
- X26 batteries (used/unknown quality) - 12
- Blackhawk right-hand holster (used) - 8
- Blackhawk left-hand holster (used) - 3
- Assorted Blackhawk holster hardware/accessories