

BY THE COUNCIL: JACOBS, JORGENSEN, PAGE, AND RASMUSSEN

A RESOLUTION OF THE CITY COUNCIL OF GARDEN CITY, IDAHO, AUTHORIZING AN EQUIPMENT TRANSFER AGREEMENT BETWEEN THE GARDEN CITY POLICE DEPARTMENT AND THE MERIDIAN POLICE DEPARTMENT, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Garden City and the City of Meridian have established a joint Special Weapons and Tactics (SWAT) Team to enhance public safety and law enforcement capabilities; and

WHEREAS, the City of Meridian owns certain SWAT equipment, specifically a SWAT FM54 Avon gas mask and a SWAT Exfil SL3.0 M/L Team Wendy helmet with serial number S395200, which it desires to transfer to the City of Garden City; and

WHEREAS, the City of Garden City owns certain equipment, specifically a Ford F-150 tonneau cover and truck vault, which it desires to transfer to the City of Meridian; and

WHEREAS, both parties agree to release each other from any and all liability associated with the transfer of the equipment described above (the Equipment); and

WHEREAS, pursuant to Idaho Code, the City Council of Garden City is authorized to lease or transfer property not needed for city purposes upon terms deemed just and equitable; and

WHEREAS, the City Council of Garden City has determined that the transfer of the Equipment is in the best interest of the City and its residents;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GARDEN CITY, IDAHO:

SECTION 1: Authority. That City Council of Garden City hereby finds and declares that it is authorized under Idaho Code to transfer property not needed for city purposes upon terms deemed just and equitable. .

SECTION 2: Equipment Transfer Agreement. That the City Council of Garden City hereby approves the Equipment Transfer Agreement between the Garden City Police Department and the Meridian Police Department, as described in this Resolution. The Equipment to be transferred includes:

- a) From the City of Meridian to the City of Garden City: One (1) SWAT FM54 Avon gas mask and one (1) SWAT Exfil SL3.0 M/L Team Wendy helmet with serial number S395200.
- b) From the City of Garden City to the City of Meridian: One (1) Ford F-150 tonneau cover and one (1) truck vault.

SECTION 3: Liability Release. That the City Council of Garden City approves the mutual release of liability between the parties, whereby each party releases the other from any and all liability associated with the transfer of the Equipment. This release is consistent with Idaho law, which permits exculpatory clauses unless they violate public policy or involve gross negligence.

SECTION 4: Procedural Compliance. That the City Council of Garden City confirms that this Resolution has been passed in compliance with Idaho Code, including the requirement for a majority vote by recorded oral roll call.

SECTION 5: Effective Date. That this Resolution shall be in full force and effect immediately upon its adoption.

PASSED by the Council and **APPROVED** by the Mayor of the City of Garden City, Idaho, this 25th day of August, 2025.

ATTEST:

APPROVED:



Lisa M. Leiby, City Clerk



John G. Evans, Mayor





EQUIPMENT TRANSFER AGREEMENT

This EQUIPMENT TRANSFER AGREEMENT ("Agreement") is entered into this ____ day of _____, 2025, between the City of Meridian and the City of Garden City, each a municipality organized under the laws of the State of Idaho.

WHEREAS, Meridian City and Garden City have created a joint Special Weapons and Tactics ("SWAT") Team.

WHEREAS, Meridian City owns a SWAT FM54 Avon gas mask and a SWAT Exfil SL3.0 M/L Team Wendy helmet with a serial number S395200, and desires to transfer the equipment to Garden City.

WHEREAS, Garden City owns a Ford F-150 tonneau cover and truck vault and desires to transfer the equipment to Meridian City.

WHEREAS, both Parties agree to release the other from any and all liability associated with the transfer of equipment described above (the "Equipment");

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by this reference, and the mutual promises and covenants herein contained, the parties agree as follows:

1. The Parties agree to transfer the Equipment to the other, pursuant to the terms and conditions of this Agreement.
2. Each Party acknowledges that the other Party is not the manufacturer of the Equipment and as such is providing the equipment on an "as is" basis and makes no warranties, whether express, implied, or statutory, regarding or relating to the products furnished or provided under this agreement. To the fullest extent allowed by law, the Parties specifically disclaim all implied warranties of title, merchantability, non-infringement, and fitness for a particular purpose (even if the other Party has been informed of such purpose).
3. The Parties recognize that there are certain risks inherent with used equipment and agree that it is in each Party's responsibility to ensure that users of the Equipment have appropriate training and any relevant certifications.
4. The Parties each release the other from any and all liability relating to the transfer of Equipment under this Agreement. The Parties each assume all liability and risk relating to their use of the transferred Equipment. Each party shall be responsible for its own acts

and omissions and shall not be responsible for the acts and omissions of the other party. With respect to any claim or action arising out of any services performed under or pursuant to this Agreement, each party shall only be liable for payment of that portion of any and all claims, liabilities, costs, expenses, demands, settlements, or judgments resulting from the negligence, actions or omissions of itself and its employees, officials, volunteers, or agents.

5. Throughout the course of this Agreement, the Parties shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Idaho. This Agreement shall not become effective or binding until approved by the City Council of the City of Meridian.

CITY OF MERIDIAN:

By: _____
Robert E. Simison, Mayor

Attest: _____
City Clerk

GARDEN CITY:

By: _____
John Evans, Mayor

Attest: _____
City Clerk

