

**RESOLUTION PASSED BY THE CITY COUNCIL OF THE CITY OF CHARLOTTE, NORTH CAROLINA
ON JUNE 28, 2021**

A motion was made by _____ and seconded by _____ for the adoption of the following Resolution, and upon being put to a vote was duly adopted:

WHEREAS, North Carolina General Statutes Section 160A-280 authorizes the City to donate surplus personal property belonging to the City to another governmental unit within the United States pursuant to a Resolution adopted after the posting of a public notice of such Resolution at least five (5) days prior to its adoption; and

WHEREAS, the City of Charlotte owns seven (7) sets of communication gear, which are surplus, obsolete, or unused property and have been determined as eligible for conveyance pursuant to North Carolina law to an eligible governmental unit;

NOW, THEREFORE, BE IT RESOLVED by the Charlotte City Council that:

1. The Chief of the Charlotte-Mecklenburg Police Department, or the Chief's designee, is hereby authorized to create and execute such documents as may be or become necessary in order to convey full legal ownership of said communication gear to the Gastonia Police Department ("GPD"). GPD shall bear and pay any and all costs or expenses which may be incurred in the transfer of ownership of said communication gear to GPD.

The City shall donate said communication gear to GPD only upon the conditions and subject to the execution of covenants by GPD that:

A. they shall at all times use and maintain said communication gear solely for the provision of public services and the pursuit of recognized "public purposes", specifically "criminal justice purposes", they perform as a part of their activities;

B. at such time as they shall deem the communication gear to be unsuitable for further use, GPD shall seek to have them used for criminal justice purposes elsewhere in the State prior to disposing them and shall apply any net proceeds derived from their disposition solely to provide further criminal justice services.

2. GPD acknowledges that its representatives have heretofore inspected said communication gear to their satisfaction. The City shall convey, and GPD shall accept, said communication gear in "as is" condition, without restriction or limitation, and without warranty of fitness for a particular purpose or other warranty of any kind.

3. Upon and following the said conveyance, the City shall thereafter bear no obligation or responsibility of any type or kind relating to the use, maintenance, expense or ownership of said communication gear, and all such expenses of ownership shall be the sole responsibility of GPD.

4. By executing the contractual "Agreement" of conveyance to be provided by the City, GPD agrees that they have thereupon waived, forgone and forfeited any and all present or future claims against the City arising out of GPD's ownership and use of said communication gear thereafter.