**Resolution 2021-R-05**

***A RESOLUTION DECLARING THAT CERTAIN PERSONAL PROPERTY***

***IS NOT NEEDED FOR PUBLIC OR MUNICIPAL PURPOSES AND DIRECTING THE DISPOSAL***

**WHEREAS,** the City of Irondale, Alabama (“City”) is the owner of certain unneeded surplus personal property; and

**WHEREAS,** the City has determined that it would be in the public interest to dispose of the personal property.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Irondale in regular meeting duly assembled, a quorum being present, that Mayor James W. Stewart, Jr. is hereby authorized to dispose of the personal property of the City consisting of one (1) canine officer named “Pike” by transferring ownership of the same to his handler, Officer Mike Toliver, pursuant to the terms of an agreement with the same and to execute such agreement, a copy of which is attached hereto as Exhibit A.

**ADOPTED & APPROVED**: This \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2021.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

David Spivey, City Council President

**APPROVED:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

James D. Stewart, Jr., Mayor

**ATTESTED:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Frank Pennington, Acting City Clerk

**CERTIFICATION**

I, Frank Pennington, Acting City Clerk of the City of Irondale, Alabama, hereby certify that the above to be a true and correct copy of a resolution adopted by the City Council of the City of Irondale at its regular meeting held on \_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_, 2021, as same appears in the minutes of record of said meeting.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Frank Pennington, Acting City Clerk

**Exhibit A**

**AGREEMENT**

THIS AGREEMENT entered is into on the date set forth below, by and between the CITY OF IRONDALE, ALABAMA (“City”) and Mike Toliver, an individual (“Purchaser”).

WHEREAS, the City desires to retire one of its canine officers named “Pike” (“Canine”);

WHEREAS, the Purchaser is a Police Officer with the Irondale Police Department and is also the handler of the Canine as a part of his duties as a Police Officer;

WHEREAS, Purchaser desires to purchase Canine as his personal pet and to care for Canine after his retirement; and

WHEREAS, the City desires to sell Canine to Purchaser.

NOW THEREFORE, for the amount of One Dollar and other good and valuable consideration, including but not limited to the transfer of ownership of the Canine by the City, the City hereby sells to Purchaser and Purchaser hereby accepts ownership of the Canine from the City. The Purchaser accepts this ownership under the following conditions of sale (“Conditions of Sale”):

1. The Purchaser will not sell or otherwise give away the Canine, without the written approval of the City.

2. The Purchaser will use the Canine only as a pet, but may train the Canine and enter competitions.

3. The Purchaser will not use the Canine as a detections, rescue or service animal in any capacity, without the written approval of the City.

The Purchaser warrants that he is fully aware of the nature of the training that the Canine received and the nature of the work that the Canine performed during the period of ownership by the City, and understands the need to provide the Canine with a suitable shelter and reasonable surroundings in keeping with its training and work experience. Furthermore, Purchaser will provide the Canine with such suitable shelter and reasonable surroundings. Purchaser agrees to be solely financially responsible for all amounts incurred in the care of the Canine, including food, medical care, and any other expenses incurred by Purchaser for the Canine. In the event that the Purchaser violates any of the Conditions of Sale, then Purchaser agrees to return the Canine to the City

The Purchaser accepts full responsibility for any injury and/or damage, alleged or otherwise, to any person and/or property that may occur or be caused by the Canine after the transfer of ownership to Purchaser as established by the date of this Agreement. The Purchaser agrees to defend, indemnify and hold harmless the City and its officials, officers, agents, employees, and representatives against any and all claims for injury, disability, loss, and/or property destruction, causes of action, costs, expenses (including reasonable attorneys' fees), liabilities, or damages (collectively, "Losses") suffered by anyone, arising out of or in connection with any (i) contact with or actions by the Canine, (ii) breach by Purchaser of any of his agreements made herein, and (iii) negligent act or omission, or willful misconduct, on the part of Purchaser in the performance of his obligations under this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year set forth below.

CITY OF IRONDALE, ALABAMA OFFICER

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

James D. Stewart, Jr.

Its: Mayor Printed Name: Mike Toliver

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_