

BOARD OF PUBLIC WORKS AND SAFETY

RESOLUTION NO. 25-16

**A RESOLUTION OF THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY
OF GREENWOOD APPROVING AND AUTHORIZING THE DONATION OF
SURPLUS PROPERTY TO THE TRAFALGAR FIRE DEPARTMENT**

WHEREAS, the Board of Public Works and Safety (the "Board") is a duly organized and existing political subdivision of the City of Greenwood, State of Indiana;

WHEREAS, pursuant to Indiana law, the Board of Public Works and Safety is authorized to sell or gift surplus property firefighting or emergency services equipment to another fire department;

WHEREAS, the City of Greenwood Fire Department Chief has advised the Board that the Greenwood Fire Department has surplus firefighting equipment in the form of Mobile Emergency Response Vehicle ("Property") and the Chief seeks to donate or gift the Property to the Trafalgar Fire Department for use by that Department;

WHEREAS, the Fire Chief therefore recommends, and the Board hereby finds and recommends, that the donation of the Property to the Trafalgar Fire Department is appropriate when considering the current needs and operations of the City of Greenwood Fire Department.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF GREENWOOD, INDIANA THAT:

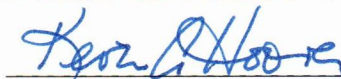
Section 1. The Chief of the City of Greenwood Fire Department, acting on behalf of the Board, is hereby authorized to donate or gift the Property to the Trafalgar Fire Department.

Section 2. The Chief of the City of Greenwood Fire Department, acting on behalf of the Board, is hereby authorized to execute, and deliver a Donation Receipt in a form to be approved by the Office of Corporation Counsel. This authorization also delegates to the Chief of the Greenwood Fire Department the authority to execute any other related and incidental contracts, agreements, or documents.

Section 3. This Resolution shall take effect immediately upon its approval and adoption.

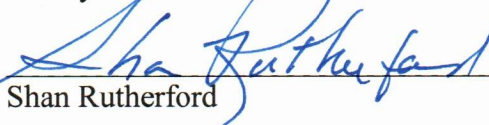
PASSED BY THE BOARD OF PUBLIC WORKS AND SAFETY OF GREENWOOD, INDIANA this 3rd day of NOVEMBER, 2025, by a vote of 2 ayes, 0 nays.

BOARD OF PUBLIC WORKS AND SAFETY



Kevin A Hoover


Jeffrey A. Colvin


Shan Rutherford

ATTEST:


Amanda Leach, Board Clerk

City of Greenwood Fire Department

Waiver of Liability, Indemnification, and Assumption of Risk for Donated Equipment

The City of Greenwood, acting by and through its Fire Department (the “City”), has surplus equipment that it may, from time to time, donate to other fire departments free of charge for the public purpose of supporting public health. In consideration for accepting the surplus equipment (“Donated Equipment”), the undersigned recipient of the Donated Equipment (the “Recipient”) agrees to the following waiver of liability and indemnity provisions:

1. Receipt of Donated Equipment. The Recipient acknowledges receipt of the following Donated Equipment:

Mobile Emergency Response Vehicle

2. No Warranties. The City, including its officers, employees, and agents, make no representations whatsoever, extend no warranties of any kind, either express or implied, including but not limited to the implied warranties of merchantability or fitness for a particular purpose, and assumes no responsibilities whatsoever with respect to design, development, manufacture, or use of the Donated Equipment. Furthermore, in no event shall the City be liable for direct, indirect, special, consequential, incidental or punitive loss, damage or expenses arising out of or in connection with this agreement, including but not limited to recipient's use of the assets or removal of the assets from the City's premises. The Recipient is accepting the Donated Equipment “as is” and understands that the City will not provide any instructions, warnings, follow-up services, replacement parts, or repairs on the Donated Equipment.

3. Waiver of Liability. Recipient does hereby waive, release and discharge any and all claims for damages for personal injury, death, property damage, any claim in tort, or any other claim, regardless of legal theory, that may hereafter accrue as a result of the use of the Donated Assets. The entire risk as to the performance of the Donated Assets is assumed by Recipient. In no event shall the City or its officers, employees or agents, be responsible or liable for any direct, indirect, special, incidental, consequential damages, lost profits, or any other economic or physical loss or damage to any individual regardless of legal theory resulting from use of the Donated Assets. The above limitations on liability apply even though the City may have been advised of the possibility of such damage.

4. Indemnification. Recipient agrees to indemnify and hold harmless the City from any and all claims, liability and damages, arising from the use of the Donated Assets including any negligence by the City.

5. Assumption of Risk. The Donated Equipment may have existing faults and software or hardware limitations. Recipient will not hold the City responsible for any failure of the Donated Equipment. Furthermore, there are certain risks of injury that may arise from the possession, use, or misuse of the Donated Equipment, including the risk of injury, disability, or death, or damage to property. The Recipient assumes full responsibility for all risks arising directly or indirectly from possession, use, or misuse of the Donated Equipment, both known and unknown, regardless of the cause.

The undersigned, who is the Recipient, or is authorized to represent the recipient, has carefully read this waiver of liability and indemnification agreement and understands its contents. The undersigned is aware that this is a complete release of liability of the City by Recipient.

Date: _____

Signature of Recipient or Authorized Agent

DONATION RECEIPT

The City of Greenwood ("City") does hereby certify that it has donated, transferred, conveyed and delivered to Trafalgar Fire Department the following vehicle:

Year: 2006 Make: Cub Cadet Model: Mobile Emergency Response Vehicle

VIN: 1J035B0005

The City certifies that the vehicle is free of liens, claims, security agreements, encumbrances, charges, and demands.

The City expressly disclaims all warranties with respect to the vehicle, including, but not limited to the warranties of merchantability and fitness.

Trafalgar Fire Department hereby acknowledges receipt of the vehicle, receipt of the vehicle's title, and receipt of this Donation Receipt and understands that the vehicle is donated "as is" and there is no other express or implied warranty or guarantee.

The above information is true and accurate to the best of the City's and Trafalgar Fire Department's knowledge.

CITY OF GREENWOOD
FIRE DEPARTMENT

Signature: _____

Print: _____

Title: _____

Date: _____

TRAFALGAR FIRE DEPARTMENT

Signature: _____

Print: _____

Title: _____

Date: _____