

## DONATION AGREEMENT 6656

This Donation Agreement (the "Agreement") is made and entered into this \_\_\_\_th day of \_\_\_\_\_, 2018 between The City of Denton, Texas, a political subdivision of the State of Texas (hereinafter "Denton") and the Denton Independent School District, a public school district organized under the laws of the State of Texas, by and through its governing body ("DISD").

**WHEREAS**, DISD operates the Advanced Technology Center, Law Enforcement Technology Program, which teaches youth about law enforcement use of technology in the field (hereinafter "DISD ATC").

**WHEREAS**, the City of Denton has the authority to enter into this Agreement pursuant to the Denton City Ordinance 2008-113 and the Disposal Procedures of the City of Denton, which allow disposal of personal property owned by the City through donation to another governmental entity.

**WHEREAS**, the donation of two (2) Ford Crown Victoria patrol units, as described herein, to the DISD ATC, will provide a sustainable method of disposal of this property for the City of Denton and a beneficial use for the DISD ATC. These units have exceeded their useful life as patrol units and have been decommissioned, but are still functioning.

**WHEREAS**, it is mutually beneficial to both parties to execute this Agreement whereby each entity can achieve common objectives relating to the public safety and welfare of the residents of both organizations.

**WHEREAS**, the DISD ATC agrees to utilize the equipment originally purchased by the City for the public purpose of adult instructors' training of students.

**NOW THEREFORE**, in consideration of the mutual representations, terms and covenants hereafter set forth, the parties hereby agree as follows:

1. **DONATION**. The following property will be donated by the City of Denton to the DISD ATC and DISD ATC agrees to accept the following property ("Vehicles"):

DENTON POLICE DEPARTMENT 2017 DONATION ITEMS						
Unit Number	Year	Make	Model	VIN	Original Value	Estimated Proceeds if Sold at Auction
PD0606	2007	Ford	Crown Victoria	2FAHP71W07X116102	\$ 29,217.85	\$ 2,000.00
PD0711	2007	Ford	Crown Victoria	2FAHP71W67X135544	\$ 31,408.47	\$ 2,000.00
<b>TOTAL</b>					<b>\$ 60,626.32</b>	

2. **PURPOSE.** The purpose of this donation is for adult instructors to use the donated Vehicles to train students. Should the DISD ATC determine that the equipment is no longer useable, an immediate destruction of the property shall be ordered in accordance with Texas Transportation Code 728.021 Subchapter C. Transfer of Ownership of Certain Emergency Vehicles by removing and separately disposing of all vehicle equipment.
3. **FEES.** Any fees or other costs necessary or incidental to the change in ownership of the Vehicles under this Agreement shall be borne by DISD.
4. **NO WARRANTIES.** The City expressly does not warrant any condition of the Vehicles and is donating the Vehicles on an AS IS basis. Risk of loss is transferred to DISD once the Vehicles have been picked up from the City.
5. **REMEDIES.** This Agreement shall be construed by and governed by the laws of the State of Texas. Venue for any legal action necessary to enforce the Agreement will be in Denton County, Texas. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof. Notwithstanding anything in this Agreement, the City expressly does not waive any of its rights or defenses it may have, including sovereign immunity.
6. **WAIVER.** No waiver of any provision hereof or of any right or remedy hereunder shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. No delay in exercising, no course of dealing with respect to, or no partial exercise of any right or remedy hereunder shall constitute a waiver of any right or remedy, or future exercise thereof.
7. **ASSIGNMENT.** This Agreement may not be assigned in whole or in part by any of the Parties without prior written consent of the other Party.
8. **SEVERABILITY.** In the event that any section, paragraph, sentence, clause or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.
9. **AMENDMENTS.** This Agreement may not be amended except by written agreement of both parties.
10. **NO THIRD PARTY BENEFICIARIES.** For purposes of this Agreement, including its intended operation and effect, the parties specifically agree and contract that: (1) the Agreement only affects matters/disputes between the parties to this Agreement, and is in no way intended by the parties to benefit or otherwise affect any third person or entity notwithstanding the fact that such third person or entity may be in contractual relationship with the State or City, or both; and (2) the terms of this Agreement are not intended to release, either by contract or by operation of law, any third person or entity from obligations owed by them to either the State or City.

10. **ENTIRETY OF AGREEMENT.** This Agreement represents the entire understanding between the County and School District and supersedes all other negotiations, representations or agreement, written or oral, relating to this Agreement.

The parties have caused this Donation Agreement to be executed by their duly authorized representatives.

**DENTON INDEPENDENT SCHOOL DISTRICT  
Denton, Texas.**

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

Its: \_\_\_\_\_

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

**SCHOOL ATTORNEY:  
Approved as to form.**

BY: \_\_\_\_\_

**CITY OF DENTON, TEXAS**

\_\_\_\_\_  
**CHRIS WATTS, MAYOR**

**ATTEST:  
JENNIFER WALTERS, CITY SECRETARY**

BY: \_\_\_\_\_

**APPROVED AS TO LEGAL FORM:  
AARON LEAL, CITY ATTORNEY**

BY: \_\_\_\_\_