

**AGREEMENT BETWEEN THE CITY OF BROKEN ARROW,
CASCO INDUSTRIES, INC AND MINE SAFETY APPLIANCES COMPANY, LLC**

This **AGREEMENT** is made effective as of this 17th day of October, 2017, by and between THE CITY OF BROKEN ARROW, OKLAHOMA, an Oklahoma municipal corporation (together with its successors and assigns, the "City", which term, when used in such context, shall also mean and refer to the areas within the territorial limits of the City), and CASCO INDUSTRIES, INC and MINE SAFETY APPLIANCES COMPANY, LLC ("MSA").

WHEREAS, the City issued Invitation to Bid No. 17.127 for one hundred and ten (110) self-contained breathing apparatuses ("SCBA's") along with other items such as face pieces and cylinders; and

WHEREAS, Casco Industries was awarded the bid and a purchase order was issued on February 9, 2017, for a total purchase price of \$743,607.00 for the one hundred and ten (110) SCBA's and all pertinent accessories/equipment; and

WHEREAS, the City received multiple shipments that included a total of one hundred and ten (110) SCBA's, including twenty-six (26) SCBA's for the Broken Arrow Fire Department ("BAFD") Cadets, and other items such as face pieces and cylinders pursuant to the purchase order; and

WHEREAS, Casco Industries, Inc. is a factory authorized and trained service center for many products including MSA's SCBA's; and

WHEREAS, MSA is a manufacturer of safety products that help protect workers who may be exposed to a variety of hazardous conditions, including breathing apparatuses use by firefighters; and

WHEREAS, SCBA's are essential to the safety of the BAFD as they provide a high level of respiratory protection to firefighters; and

WHEREAS, for the safety of the BAFD and the citizens of Broken Arrow it is vital that all SCBA's are operating correctly and that firefighters are trained properly on the use of the SCBA's; and

NOW, THEREFORE, in consideration of the covenants and mutual obligations set out herein, and other consideration, the sufficiency of which the parties hereby acknowledge, the parties hereto hereby covenant and agree to the following:

**ARTICLE I
OBLIGATIONS OF THE CITY**

- 1.1 Return twenty-five (25) SCBA units used by BAFD Cadets, including face pieces to CASCO for replacement; and

- 1.2 Provide a facility for CASCO/MSA to conduct training sessions for BAFD Firefighters on the proper use and care of the G1 SCBA; and
- 1.3 Provide notification to CASCO/MSA if the City authorizes full acceptance of the SCBA's and the solutions proposed by MSA and Casco by January 31, 2018.

**ARTICLE II
OBLIGATIONS OF CASCO AND MSA**

- 2.1 Replace twenty-five (25) SCBA units used by BAFD Cadets, including face pieces within thirty (30) days of the effective date of this agreement; and
- 2.2 Perform a G1 SCBA check-in on all eighty-five (85) unused units to insure that all units are complete and functioning correctly. The G1 check-in process will be conducted in accordance with the process outlined in Attachment A; and
- 2.3 Perform a "flow test" on all eighty-five (85) unused units to insure that all units are performing properly and have the most up to date software. The "flow test" will be conducted in accordance with the process outlined in Attachment B; and
- 2.4 Provide posters demonstrating G1 SCBA use for all BAFD facilities. The posters will be in substantial compliance with those shown in Attachments E1-E3; and
- 2.5 Provide multiple training sessions for BAFD firefighters, at a location provided by the City, on the proper use and care of the G1 SCBA. A basic outline of the training proposal and implementation strategy are identified in Attachments C and D. The training sessions will specifically include the following: (a) One day of Train-the-trainer; (b) Six (6) full days of initial training for end users augmented with training with BAFD trained staff; and (c) Three (3) full days to teach the Battalion Chiefs and Captains on each shift the advanced users training. MSA representatives will be present and conduct the training set forth in this section at no additional cost to the City; and
- 2.6 Provide the standard fifteen (15) year warranty the G1 SCBA's. The warranty is further described in Attachments F1-F2. Such warranty will begin to run on the date of full acceptance of the G1 SCBA's by BAFD, which acceptance date shall be no later than January 31, 2018. This will be the date that the payment authorization is issued to Casco and following full acceptance by BAFD representatives of the units and the solutions proposed by MSA and Casco; and
- 2.7 Verify that the software is correct on all eighty-four (84) unused G1 SCBA units; and

**ARTICLE III
MSA G1 SCBA LIMITED WARRANTY**

MSA hereby represents and warrants that the MSA G1 SCBA Limited Warranty and Terms of Sale will not be voided if CARE Certified members of Broken Arrow Fire Department perform maintenance and repair on the SCBA devices as defined within the CARE Certification Program.

**ARTICLE IV
PURCHASE ORDER**

The City hereby reinstates Purchase Order 18.101 issued Notify MSA/CASCO. If the City authorizes full acceptance of the SCBA's and the solutions proposed by MSA and Casco, the City shall issue a payment authorization to Casco by January 31, 2018.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by its duly authorized official(s), as of the date first above written

THE CITY OF BROKEN ARROW,
a municipal corporation

ATTEST: (S E A L)

By: _____
Mayor

By: _____
City Clerk

Reviewed as to form.

Assistant City Attorney

CASCO INDUSTRIES, INC.

By: _____

President
MINE SAFETY APPLIANCES COMPANY, LLC

By: _____

President

STATE OF _____)

) ss:

COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for said County and State on the ____ day of October, 2017, personally appeared _____, President of CASCO INDUSTRIES, INC., to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said limited partnership for the uses and purposes therein set forth.

Given under my hand and seal the day and year above written.

(S E A L)

Notary Public

My commission expires:

My number is: