

CITY OF BROKEN ARROW
SURPLUS FIRE DEPARTMENT EQUIPMENT AGREEMENT

This Agreement is made and entered into between the City of Broken Arrow, Oklahoma, a municipal corporation (Grantor), and Tulsa Technology Center, an education facility created by the laws of the State of Oklahoma, located at 6111 E. Skelly, Tulsa, OK, 74106 (Grantee).

WHEREAS, Grantor owns certain surplus fire department equipment; and

WHEREAS, on August 20, 2019, the City Council declared several Stair-PRO chair of the Fire Department as surplus and authorized the donation of these items to education; and

WHEREAS, Grantee has a need for said emergency equipment and has the ability to use the equipment for educational purposes and or training/operations for the public benefit

NOW, THEREFORE, the parties agree as follows:

I.

Grantor has declared the following fire department equipment as surplus.

1. Two (2) Stair-PRO chairs serial numbers: 08129241; 060539659

II.

Grantor's ownership interests, rights and obligations relating to said equipment shall be terminated and shall transfer to Grantee upon Grantee's receipt of said equipment. Grantee agrees to accept and use said emergency equipment solely for the public benefit and not for purposes of resale. Grantor shall transfer ownership and possession of the aforementioned equipment to Grantee upon execution and acceptance of this Agreement.

III.

Grantor agrees to transfer and Grantee agrees to accept the above equipment "as is." Grantor makes no promises or warranties, either express or implied, relating to the condition of the transferred equipment. Grantee agrees to repair, restore and maintain the equipment in working order, for its remaining useful life, for the public benefit.

IV.

As consideration for the transfer of the above-described equipment, Grantee agrees to indemnify, defend (at Grantor's option), and hold harmless Grantor, its employees, officials, agents, representatives and volunteers from and against any and all liabilities, damages, injuries (including death), property damage (including loss of use), claims, judgments, costs, expenses, suits, actions, or proceedings and reasonable attorney's fees, and actual damages of any kind or nature, arising out of or in connection with the transfer of or use of the above-described property, or out of any aspect of the acts, omissions, negligence or misconduct of Grantee, its employees, volunteers, agents, officers, contractors or subcontractors, or Grantee's performance or failure to perform

under the terms and conditions of this Agreement.

V.

This Agreement constitutes the entire agreement and understanding between the parties hereto, and supersedes all proposals, oral or written, and all other communications between the parties with respect to the subject matter of this Agreement. If any provision of this Agreement shall be held invalid, such invalidity shall not affect the other provisions hereof, and to this extent, the provisions of this Agreement are intended to be and shall be deemed severable. This document may be modified only by further written agreement between the parties. Any such modification shall not be effective unless and until executed by the parties.

VI.

This Agreement shall be construed under the laws of the State of Oklahoma. Exclusive Original Jurisdiction for any action relating to this Agreement shall be solely in the Tulsa County District Court of Oklahoma.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates hereinafter set forth.

APPROVED AS TO FORM:

CITY OF BROKEN ARROW, OKLAHOMA

John J. Bowling, Assistant City Attorney

BY: _____
City Manager

ATTEST:

BY: _____
City Clerk [Seal]

DATE OF EXECUTION AND
ACCEPTANCE OF EQUIPMENT:

TULSA TECHNOLOGY CENTER
TULSA, OKLAHOMA

BY: _____

STATE OF OKLAHOMA)
) ss:
COUNTY OF TULSA)

Before me, a Notary Public, on this _____ day of _____, 2019, personally appeared _____, known to me 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 for the uses and purposes therein set forth.

My Commission Expires:

Notary Public