

Agreement to Supply Surplus or Salvage Property

STATE OF TEXAS §
§
WISE COUNTY §

This Agreement is made and entered into effective as of the last dated signature below, by and between the following: East Wise VFD, an incorporated volunteer fire department located in Wise County (VFD); and, **Wise County, Texas**, a political subdivision of the State of Texas ("Wise County").

Whereas, Wise County has contracted with VFD to provide Fire Protection for Wise County under Local Government Code Section 352.001.

Whereas, Wise County has surplus property. (Identified on the attached Exhibit "A");

Whereas, Wise County desires to contract to sell the identified surplus property under the surplus property provision found in Texas Local Government Code section 352.002;

Whereas, VFD desires to purchase the indentified surplus property for the total price of **one dollar (\$1.00)**;

Now, therefore, in consideration of the mutual covenants and agreements herein contained the parties hereto contract, covenant and agree as follows:

Section 1. Obligations of Wise County.

Wise County will, upon the approval of this Agreement by its Commissioners Court, transfer title to and possession of said property to the VFD. The transfer will take place in Wise County, Texas, at a time and location which shall be designated by the Wise County Asset Control.

Section 2. Obligations of VFD.

VFD will, upon the approval of this Agreement by the Wise County Commissioners Court, pay to Wise County the agreed sum above of as full payment of the purchase price of the identified property.

Section 3. No Warranties or Representations.

THE IDENTIFIED SURPLUS PROPERTY SOLD, TRANSFERRED AND CONVEYED TO VFD FROM WISE COUNTY IS TRANSFERRED AND DELIVERED "AS IS" AND "WITH ALL FAULTS"; FURTHERMORE, WISE COUNTY EXCLUDES ALL WARRANTIES AND REPRESENTATIONS (OTHER THAN THOSE OF TITLE), EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Section 4. Compliance with Laws and Regulations.

All parties understand and agree that it is the intent of the parties to operate fully and completely in compliance with all applicable federal, state, and local laws and regulations.

Section 5. Miscellaneous.

- A. This Agreement expresses the entire agreement between the parties hereto regarding the subject matter contained herein and may not be modified or amended except by written agreement duly executed by both parties.
- B. This Agreement has been duly and properly approved by the parties' governing bodies.
- C. This Agreement constitutes a binding obligation on each party.
- D. This Agreement shall be construed in accordance with the laws of the State of Texas.
- E. If any provision hereof is determined by any court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be fully severable here from and this Agreement shall be construed and enforced, as if such invalid, illegal or unenforceable provision never comprised a part hereof, and the remaining provisions shall continue in full force and effect.
- F. This Agreement is not intended to extend the liability of the parties beyond that provided by law. No party waives any immunity or defense that would otherwise be available to it against claims by third parties.
- G. For and in consideration of, and in reliance on, the promises, covenants, and agreements contained in this document, we the parties to this agreement, execute this Agreement to be effective as of the date of the last signature dated below.

Approved

East Wise VFD

By: David A. Plankey
DAVID PLANKEY, Fire Chief

Date: 10-13-11

Approved

Wise County, Texas

By: Bill McElhaney
Bill McElhaney, Wise County Judge

Date: 08/31/11

Exhibit "A"

| asset number | description | SN |
|---------------------|--------------------|-----------|
| 8754 | radio | 1L110397 |
| 8755 | radio | 1L110400 |