

LETTER AGREEMENT

April 5, 2017

Mr. Derek Borg
City Manager
City of Princeton
123 West Princeton Drive
Princeton, Texas 75454

Re: Fire Prevention Supplies ("County Salvage/Surplus Property")

Dear Derek:

I. Background

As you know, Collin County, Texas ("County"), by and through County's authority granted to its Fire Marshal's Office ("Fire Marshal"), and the City of Princeton, Texas ("City"), by and through City's authority granted to its Fire Department ("Fire Department"), have partnered in delivering the message of fire prevention to 11 elementary schools accounting for approximately 6,000 children throughout Collin County during the annual Fire Prevention Week. A show in the form of a clown skit has been used to deliver the program. The topic for the show is based on the NFPA theme for that particular year. The Fire Marshal and Fire Department have a mutual interest in: (i) teaching children about fire safety and (ii) ensuring the program continues to be successful, accessible and adequately staffed. As such, the Fire Department agreed, among other things, to assist in the fire prevention shows to include clown duties, skit write ups and prop setup.

II. County Salvage/Surplus Property-Authority for Disposal

The items included in Attachment A provide an inventory listing of the Fire Prevention Supplies that the County has now determined constitute salvage property or surplus property ("County Salvage/Surplus Property") pursuant to §263.151, TEX. LOC. GOV'T CODE. More specifically, County has investigated and determined that the Fire Prevention Supplies are County Salvage Property since the same is personal property, other than items routinely discarded as waste that because of use, time, accident or any other cause is so worn, damaged or obsolete that it has no value for the purpose for which it was originally intended.

In the alternative, County has further investigated and determined that the Fire Prevention Supplies are County Surplus Property since the same is personal property that is: (a) not salvage property or items routinely discarded as waste; (b) not currently needed by County; (c) not required for County's foreseeable need; and (d) possesses some usefulness for the purpose for which they were intended. (See §263.151, TEX. LOC. GOV'T CODE).

Pursuant to §263.152(a)(1), TEX. LOC. GOV'T CODE, the County Commissioners Court may periodically sell County's surplus or salvage property by competitive bid or auction, except that competitive bidding or an auction is not necessary if the purchaser is another county or

political subdivision within the County that is selling the surplus or salvage property. Based on the fact that City is a political subdivision, and County finds that adequate consideration exists to give the Salvage/Surplus Property to City, at no financial cost to City, due to the fact that City, has committed each year to increasing support in the interest of the fire prevention program. Because City committed and actually assisted in serving the goals of the Fire Prevention Program, as well as, actively participating for the past 6 years, County is incapable of placing an attendant financial value on the same; therefore, County finds that is has complied with the intent and requirements set forth in Chapter 263, TEX. LOC. GOV'T CODE, in entering into this Letter Agreement.

III. Miscellaneous Provisions

The individuals executing this Letter Agreement on behalf of the respective parties below represented to each other that all appropriate and necessary action has been taken to authorize the individual who is executing this Letter Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Letter Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual signing this Letter Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date thereof.

The parties agree that neither City nor County has waived its sovereign immunity by entering into and performing its obligations under this Letter Agreement.

This Letter Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed. Additionally, this Letter Agreement is not assignable.

This Letter Agreement, including the exhibit hereto labeled "A" is incorporated herein for all purposes, constitutes the sole and only agreement of the parties hereto, and supersedes any and all prior agreements or understandings, whether oral or written, between them regarding the subject matter contained herein. This Letter Agreement may not be amended, supplemented, and/or modified except by written agreement duly executed by the parties hereto.

Each signatory represents this Letter Agreement has been read by the party for which this Letter Agreement is executed and that such party has had the opportunity to confer with its counsel.

This Letter Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Letter Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply.

Nothing in this Letter Agreement shall be construed to create any right in any third party not a signatory to this Letter Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Letter Agreement.

Mr. Derek Borg
April 5, 2017
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This Letter Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

If City agrees with the above, please sign in the space provided below.

Sincerely,
COUNTY
COLLIN COUNTY, TEXAS.
a Texas political subdivision

By: Michalyn Rains 5/1/17
Michalyn Rains, Purchasing Agent
Govt Order No. 2017-308-05-01

AGREED TO AND ACCEPTED:
CITY
THE CITY OF PRINCETON, TEXAS.
a Texas general-law municipality

By: Derek Borg
Derek Borg, City Manager
Date: 5-8-2017

EXHIBIT "A"
(County Salvage/Surplus County Property)

Pumper Fire Truck, Robot, Control Transmitter, Voice Transmitter w/Voice Changer Upgrade, Hearing Receiver, Vehicle Batteries, Robot Battery, Rechargeable Transmitter Battery, Earphone, Microphone, Transmitter Charger, Robot Charger, Vehicle Charger, Transmitter Case - Mel Style Head MP3 Player, water squirter upgrade, extra batteries and charger, headset

Antique Fire Truck, Robot, Control Transmitter, Voice Transmitter w/Voice Changer Upgrade, Hearing Receiver, Vehicle Batteries, Robot Battery, Rechargeable Transmitter Battery, earphone, microphone, transmitter charger, robot charger, vehicle charger, transmitter case - Ardie Style Head, includes remote controlled lights and siren on truck MP3 Player, water squirter upgrade, extra robot batteries and battery charger, headset

County Unit 47001

6x12 Enclosed Trailer

10 wireless Headsets

4 Speakers

CD/Player

Two Power Amps

Mixing Console

Rolling Case

PROBOTICS AMERICA

10024 Monroe Drive, Dallas TX Ph: (972) 231 7744 Fax: (214) 902 0718

Quote

Date	Estimate #
6/3/2005	K1023

Name / Address
Collin County Fire Marshal's Office Bonnie Bowers

Item	Description	Qty	Rate	Total
10-16-11-10	Antique Fire Truck, Robot, Control Transmitter, UHF voice Transmitter, Hearing Receiver, Vehicle batteries, Robot battery, rechargeable transmitter battery, earphone, microphone, transmitter charger, robot charger, vehicle charger, transmitter case - Ardie style head, includes remote controlled lights and siren on truck	1	5,300.00	5,300.00
30-11-12-10	MP-3 Player transmitter upgrade, MP-3 player, software and battery	1	250.00	250.00
30--11-11-10	Voice Changer upgrade - replaces cassette player	1	250.00	250.00
30-12-12-10	Water Squirter Upgrade (Steerable water stream, stream similar to a powerful windshield wiper stream. Not to be used to extinguish fires)		80.00	80.00
20-18-13-10	Vehicle/robot battery charger - extra for charging extra vehicle/robot batteries	1	35.00	35.00
20-11-11-13	12 Volt Vehicle/Robot battery - white two pin Molex connector (male with female pins) - one for vehicle, one for robot	2	50.00	100.00
20-11-12-11	NICAD Transmitter Battery	1	35.00	35.00
10-16-13-10	Pumper Fire Truck, Robot, Control Transmitter, UHF voice Transmitter, Hearing Receiver, Vehicle batteries, Robot battery, rechargeable transmitter battery, earphone, microphone, transmitter charger, robot charger, vehicle charger, transmitter case, Mel style head	1	5,300.00	5,300.00
30-11-12-10	MP-3 Player transmitter upgrade, MP-3 player, software and battery	1	250.00	250.00
30--11-11-10	Voice Changer	1	250.00	250.00
			Subtotal	
			Sales Tax	
			Total	

PROBOTICS AMERICA

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Quote

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6/3/2005	K1023

Name / Address
Collin County Fire Marshal's Office Bonnie Bowers

Item	Description	Qty	Rate	Total
30-12-12-10	Water Squirter Upgrade (Steerable water stream, stream similar to a powerful windshield wiper stream. Not to be used to extinguish fires)	1	80.00	80.00
20-18-13-10	Vehicle/robot battery charger	1	35.00	35.00
20-11-11-13	12 Volt Vehicle/Robot battery - white two pin Molco connector (male with female pins)	2	50.00	100.00
20-11-12-11	NICAD Transmitter Battery		35.00	35.00
20-16-10-10	Headset modified for hearing	2	49.00	98.00
Custom	Charger plug - splitter for vehicle/robot batteries	2	10.00	20.00
Discount	Two robot purchase - package discount on second robot		-470.00	-470.00
			Subtotal	\$11,748.00
			Sales Tax	\$0.00
			Total	\$11,748.00