



CITY OF ARANSAS PASS

AGENDA MEMORANDUM

First Reading Item for the City Council Meeting of [05/07/2018]
Second Reading Item for the City Council Meeting of [N/A]

Date: Tuesday, May 01, 2018
To: Gary Edwards, City Manager
From: Nathan Kelley
Nkelley@aransaspasstx.gov

Agenda Item #:

Title: Computer donation, purchase, and sale agreement with Gulf South Pipeline Company, LP. to the Aransas Pass Fire Department.

CAPTION:

Consider and act on approving the Fire Chief to receive a transfer of Laptop computers from the Gulf South Pipeline Company, LP.

PURPOSE:

The Fire Department seeks approval for the transfer of 10 GeTac S400 Rugged Laptops from the Gulf South Pipeline Company, LP to the Aransas Pass Fire Department. These computers would be installed in the fire apparatuses or used in the station for training or other fire department business.

BACKGROUND AND FINDINGS:

Gulf South Pipeline Company, LP approached our department and asked if we would be interested in the donation of the computers. These are computers that were used by their company. They are wiped clean of all programming. Our programming can be added to the computers to fit our needs.

FINANCIAL IMPACT ON CITY:

The cost of the donation for the computers in the purchase of the agreement is \$1.00.

ALTERNATIVES:

N/A

CONFORMITY TO CITY POLICY:

Requires council approval to accept this donation of equipment from another agency.

EMERGENCY/NON-EMERGENCY:

Not an emergency.

DEPARTMENTAL CLEARANCES:

Fire Department – department receiving transferred laptops.

RECOMMENDATION:

Staff recommends approving this item.

LIST OF SUPPORTING DOCUMENTS:

Gulf South Pipeline Company, LP Purchase Agreement.
Description of computers

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (“Agreement”) is entered into this ____ day of April, 2018 by and between Aransas Pass Fire Department the location of whose principal office 600 W. Cleveland, Aransas Pass, TX. 78336 (“Purchaser”) and **Gulf South Pipeline Company, LP (“Gulf South”)**, having a place of business at 9 Greenway Plaza, Suite 2800, Houston, Texas 77046.

WHEREAS, Gulf South currently is the owner of assets as set forth on Exhibit A, attached hereto and made a part hereof, currently located at 9 Greenway Plaza ST. 2800 Houston , TX 77046 (collectively, the “Assets”); and

WHEREAS, Purchaser wishes to purchase the Assets from **Gulf South**, and **Gulf South** wishes to sell the Assets to Purchaser.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows in this Agreement.

1. **Purchase and Sale of the Assets.** In consideration of the mutual promises contained in this Agreement, Purchaser agrees to buy, and **Gulf South** agrees to quitclaim, sell, convey and assign all of **Gulf South’s** right, title and interest in and to the Assets. Subject to the provisions set forth herein, Purchaser shall pay **Gulf South** the amount of **One Dollar and Zero Cents (\$1.00)** for the purchase of the Assets, as well as any transfer taxes applicable under this Agreement (collectively the “Purchase Price”).

Purchaser shall issue final payment of the Purchase Price to **Gulf South** as soon as reasonably possible but in no event later than thirty (30) days following Purchaser’s execution of this Agreement. Upon Purchaser’s delivery of the Purchase Price and a fully executed original of this Agreement, **Gulf South** shall deliver to Purchaser a Conveyance, Bill of Sale and Assignment substantially similar to the form attached to this Agreement as Exhibit B.

2. **Inspection of Property and Disclaimer of Warranty.** Purchaser has relied solely upon its own inspection of the Assets, and Purchaser accepts the Assets “AS IS, WHERE IS” with all faults. **GULF SOUTH DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF TITLE, WARRANTIES OF MERCHANTABILITY OR WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING BY OPERATION OF LAW OR OTHERWISE. PURCHASER RELEASES GULF SOUTH FROM ANY AND ALL LIABILITY FOR ANY DEFECTS IN OR RELATED TO THE ASSETS, WHETHER THOSE DEFECTS BE LATENT OR PATENT, INCLUDING ANY ENVIRONMENTAL LIABILITY.**

3. **INDEMNITY.** PURCHASER AGREES TO AND SHALL INDEMNIFY, DEFEND, AND FOREVER HOLD HARMLESS **GULF SOUTH**, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, GENERAL AND LIMITED PARTNERS, AFFILIATES, SUBSIDIARIES, SUCCESSORS, AND ASSIGNS FROM ANY AND ALL FINES, PENALTIES, SUITS, ACTIONS, CLAIMS (INCLUDING, WITHOUT LIMITATION, THOSE OF ANY THIRD PARTY), LIABILITIES, JUDGMENTS, COSTS, AND EXPENSES (INCLUDING ATTORNEY’S FEES) ACCRUING FROM AND AFTER THE DATE OF THIS AGREEMENT, ATTRIBUTABLE TO OR ARISING FROM, (1) PURCHASER’S BREACH OF ANY WARRANTY CONTAINED HEREIN; AND (2) PURCHASER’S INSPECTION, PURCHASE, USE, SALE, HANDLING, STORAGE, OF THE ASSETS, WHETHER PERFORMED BY PURCHASER OR ITS AGENT. THE FOREGOING SHALL APPLY, BUT NOT BE LIMITED TO, INJURY TO PERSONS (INCLUDING DEATH), DAMAGE OR HARM TO PROPERTY OR THE ENVIRONMENT.

4. **Title.** Title to the described Assets shall pass from **Gulf South** to Purchaser upon **Gulf South’s** receipt of the Purchase Price and a fully executed copy of this Agreement.

5. **Governing Law.** THIS AGREEMENT SHALL BE GOVERNED BY, ENFORCED IN ACCORDANCE WITH, AND INTERPRETED UNDER, THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO ITS CONFLICT OF LAWS PRINCIPLES.

So agreed on the date first written above.

Gulf South Pipeline Company, LP
by: GS Pipeline Company, LLC, its general partner

By: _____
Printed Name: _____
Title: _____

Aransas Pass Fire Department

By: _____
Printed Name: _____
Title: _____

EXHIBIT A

DESCRIPTION

Qty 10 Laptops: Getac S400 Rugged Laptops, Used, DOD grade wiped.

RC639S0089

RC539S0396

RC539S0386

RC639S0086

RC639S0076

RC639S0072

RE139S0603

RC539S0403

RC53960366

RC539S0452

EXHIBIT B

CONVEYANCE, BILL OF SALE, AND ASSIGNMENT

THIS CONVEYANCE, BILL OF SALE AND ASSIGNMENT is executed on this of ____ day of April 2018, by and between **Gulf South Pipeline Company, LP (“Gulf South”)**, and Aransas Pass Fire Department (“Purchaser”). In consideration of the mutual promises contained within the Purchase and Sale Agreement executed by and between **Gulf South** and Purchaser on the ____ day of, April 2018, **Gulf South** does hereby sell, quitclaim, convey, and assign to Purchaser assets as set forth on Exhibit A, currently located at 9 Greenway Plaza ST. 2800 Houston , TX 77046 (collectively, the “Assets”).

PURCHASER HAS RELIED SOLELY UPON ITS OWN INSPECTION OF THE ASSETS AND PURCHASER ACCEPTS THE ASSETS “AS IS, WHERE IS” WITH ALL FAULTS. **GULF SOUTH** EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SUBJECT ASSETS, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF TITLE, WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHETHER BY OPERATION BY LAW OR OTHERWISE.

So agreed on the date first written above.

Gulf South Pipeline Company, LP
by: GS Pipeline Company, LLC, its general partner

ATTEST:

By: _____
Printed Name: _____
Title: _____

ATTEST

Aransas Pass Fire Department
By: _____
Printed Name: _____
Title: _____