

Equipment Transfer Agreement

Between the Joplin Regional Airport and the Kirksville Regional Airport

This Transfer is entered this 8th day of January 2019 for good and valuable consideration, by Joplin Regional Airport and Kirksville Regional Airport, for Joplin's Transfer of Airwolf ARFF truck to Kirksville. The parties wish to establish the terms and conditions of the Transfer as follows:

- 1. Transferred Equipment.** Joplin hereby Transfers to Kirksville, certain property ("Transferred Equipment") more particularly described as:

2015 ROUSENBAURER AIRWOLF INDEX A ARFF TRUCK VIN# 3HAWEAZR0GL735668, along with the Grant Assurance responsibilities as required by the Federal Aviation Administration for AIP Grant 3-29-0037-031-2013 issued to the Joplin Regional Airport/City of Joplin as it pertains to the above referenced equipment.
- 2. Ownership Assurances.** Joplin covenants that it is the owner of the Transferred Equipment and has the good title thereto, free and clear of all liens and encumbrances having priority over the Transfer, and Joplin has the right and authority to Transfer same.
- 3. Transportation of Transfer Equipment.** Kirksville shall be responsible for all costs associated with relocating the Transferred Equipment from Joplin's Airport to Kirksville's Airport upon the commencement of this Transfer.
- 4. Use of Transferred Equipment.** The truck shall be used by the Kirksville Regional Airport in accordance with the guidelines and regulations as it pertains to the Federal Grant assurance associated with the equipment.
- 5. Repairs.** Kirksville accepts Transferred Equipment as-is. Kirksville shall be responsible for and pay for all necessary repairs, maintenance, additions, attachments and accessories. All accessories incorporated in or affixed to the Transfer Equipment shall become a part of thereof and the title thereto shall vest in Kirksville.
- 6. Insurance.** Kirksville shall obtain and provide insurance for this Transferred Equipment similar to the insurance it maintains applicable to similar items of equipment currently Transferred or owned by Kirksville.

7. Liability.

- i) Joplin is not liable to Kirksville for loss of business or damages of any nature resulting from use of Transfer Equipment by Kirksville or its employees, agents or tenants.
- ii) Joplin is not liable to Kirksville for any loss of or damage to any real or personal property, fixture, or equipment, where said loss or damage is caused in any way by Transferred Equipment.
- iii) If Joplin is subject to any civil fine, penalty, or other monetary assessment by reason of Kirksville's violation of any federal, state, or local laws or regulations, as may be enacted or amended, Kirksville must pay the cost of such assessment. Kirksville must indemnify and hold harmless Board from any assessment charged against Joplin by reason of Kirksville violation.
- iv) Neither party is liable to the other for its failure to perform any obligation under this Transfer or for any delay in the performance thereof, nor must any such delay or failure be deemed a default by the non-performing party when such failure or delay is occasioned by any cause beyond such party's reasonable control or jurisdiction.

15. Indemnity. Kirksville must defend, indemnify, reimburse, and save harmless Joplin from and against all demands, claims, damages, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorney fees, property damage, and personal injury, including death) arising out of or resulting from acts, errors, or omission of Kirksville, any sublessee of Kirksville, or any person directly or indirectly employed by any of them, or by an act, error, or omission of any other person for whom Kirksville or its sublessee may be liable. Kirksville shall reimburse and hold harmless Joplin for any costs liabilities accruing to Joplin resulting from a breach of the terms of this Transfer by Kirksville. The provisions of the Section do not reduce any additional right of indemnification that Joplin may otherwise have under statute, in lay, or equity. The provisions of this section survive the termination of this Transfer.

16. Legal Expenses. If either party pursues legal action on this Transfer, Joplin – if a prevailing party – may recover: interest, reasonable attorney's fees, court costs, and litigation expenses, including expert witness fees and expenses.

17. Subordination. Transfer is subordinate to any existing or future agreement between Joplin and the United States relative to Airport maintenance, operation, or development.

18. War or National Emergency. During a time of war or national emergency, Airport may enter into an agreement with the United States that suspends Transfer in whole or in part.

19. Conflicts. No salaried officer or employee of Joplin, no Joplin City Council member, and no Joplin Airport Board member shall have a financial interest, direct or indirect, in the Transfer. No federal regulation, or applicable provision in Section 105.450 St. seq. RSMo., shall be violated. A violation of this provision renders the Transfer void.

20. Non-Exclusive Rights. Nothing contained within this Transfer shall be construed as granting or authorizing the granting of exclusive rights or privileges to Kirksville or others, as defined in Section 308 of the Federal Aviation Act of 1958, as amended.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

JOPLIN REGIONAL AIRPORT

KIRKSVILLE REGIONAL AIRPORT

BY: _____

AIRPORT MANAGER

BY: _____

AIRPORT MANAGER

CITY OF JOPLIN, MISSOURI

CITY OF KIRKSVILLE, MISSOURI

BY: _____

CITY MANAGER

BY: _____

CITY MANAGER OR DESIGNEE