

## **FIRE PUMPER TRUCK TRANSFER AGREEMENT**

This Agreement is made and effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between the City of Milwaukee, Wisconsin, a municipal corporation, (“City” or “Milwaukee”) and the Municipality of Morogoro, Tanzania (“Morogoro”).

### **WITNESSETH:**

**WHEREAS**, on August 3, 2007, the City and Morogoro executed a Sister City Agreement; and

**WHEREAS**, The Fire Department of the City of Milwaukee is in possession of a Pumping Engine with Vehicle Identification Number 1FDYS90L3NVA19921 (“Engine”); and

**WHEREAS**, The Engine was received by the Milwaukee Fire Department on February 1, 1993, placed in active service on March 6, 1993, and de-commissioned in April 2008; and

**WHEREAS**, Section 310-29-1-a of the Milwaukee Code of Ordinances authorizes the Department of Administration, through the Purchasing Director, to determine the method of disposal of obsolete City property; and

**WHEREAS**, Section 310-29-1-b of the Milwaukee Code of Ordinances permits a donation of obsolete property if the Purchasing Director determines donation would be in the best interest of the City; and

**WHEREAS**, The Purchasing Director has determined that the donation of the Engine to the City’s Sister City of Morogoro, Tanzania is in the best interest of the City; and

**WHEREAS**, The Engine will be transported to Morogoro, Tanzania at no cost to the City; and

**WHEREAS**, the City’s Common Council has approved this Agreement by Common Council Resolution No. \_\_\_\_\_ adopted \_\_\_\_\_, 2009;

**NOW, THEREFORE**, Milwaukee and Morogoro, in consideration of the mutual promises contained herein and for other good and valuable consideration, agree as follows:

## CONVEYANCE OF ENGINE

At a date mutually acceptable to the parties, the City shall convey its interest in the Engine to Morogoro in accordance with the following terms and conditions:

1. The City shall convey to Morogoro all of the City's right, title, and interest in the vehicle by executing and delivering to Morogoro or its agent a Wisconsin Transfer of Title as issued by the Department of Transportation, Division of Motor Vehicles of the State of Wisconsin.
2. The City is conveying the Engine to Morogoro on an "as is" basis. The City makes no warranties, express or implied, including but not limited to any implied warranties of merchantability or fitness for a particular purpose.
3. Immediately upon the delivery of the executed title certificate to Morogoro or its agent, Morogoro shall assume the risk of all damages, losses, costs, and expenses arising out of the transportation and use of the Engine. In no event shall the City be liable for special, incidental, or consequential damages arising out of the performance of this Agreement.
4. Morogoro is solely responsible for the costs of transporting the Engine from City property. Morogoro shall arrange for a trucking firm to transport the Engine from City property. Morogoro or its agents shall not operate the Engine on the highways of the State of Wisconsin. The Engine shall not be transported from City property until the City delivers the executed certificate of title to Morogoro or its agent.
5. Morogoro agrees to indemnify and hold the City, its officers, agents, and employees harmless from any and all liability, damages, losses, costs, and expenses arising out of the performance of this Agreement.
6. This Agreement shall be governed by the laws of the State of Wisconsin. If any term or provision of this Agreement or the application thereof to any person or circumstance, shall to any extent be declared invalid or unenforceable, then the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by applicable law.
7. This Agreement is the complete agreement between the parties and may not be modified except in writing signed by the parties.
8. This Agreement may be executed in counterparts, each of which shall be deemed an original, but each of which taken together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, each party has caused this Agreement to be executed by its duly authorized officers, as of the date of this Agreement.

**CITY OF MILWAUKEE**

\_\_\_\_\_  
RHONDA U. KELSEY, Purchasing Director

Date: \_\_\_\_\_

**MUNICIPALITY OF MOROGORO**

\_\_\_\_\_  
R.S. NDUNGURU, Municipal Director

Date: \_\_\_\_\_

Approved as to form and execution  
this \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Assistant City Attorney  
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