

1948 PLYMOUTH TRANSFER AGREEMENT

This Agreement is entered into this ____ day of _____, 2004 by and between the City of Milwaukee ("City") and American Legion Milwaukee Police Post No. 415 ("Post") a not-for-profit Wisconsin benevolent association recognized as exempt under Section 501(c)(19) of the Internal Revenue Code.

Witnesseth:

Whereas, The Police Department of the City of Milwaukee is in possession of a 1948 Plymouth coupe painted in the livery of a City of Milwaukee police car of that era (Vehicle"), and

Whereas, The vehicle is used solely for public relations purposes and has no value as a tool of law enforcement; and

Whereas, The police department of the City wishes to retain the use of the vehicle as a public relations tool, but wishes to avoid the expense of maintenance of the vehicle; and

Whereas, The Post has agreed to accept title to the vehicle and assure its continued maintenance and availability to the police department for public relations purposes; and

Whereas, Pursuant to Section 62.50(23), the police chief of the City has custody of said vehicle and authority to transfer same; and

Whereas, The City and Post have agreed to the transfer of the vehicle to the Post in accordance with the terms which are hereinafter set forth; and

Whereas, The City's Common Council has approved this Agreement via Common Council Resolution _____ adopted _____; and

Whereas, The Chief of Police of the City has approved this Agreement on _____; and

Whereas, The Post has approved this Agreement on _____;

Now, Therefore, in consideration of the premises and for the other good and valuable consideration hereinafter expressed, the parties agree as follows:

A.

CONVEYANCE OF VEHICLE

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

1. Transfer of Vehicle. The City shall convey to the Post all of its right, title and interest in the vehicle by executing and delivering to the Post a Wisconsin Transfer of Title as issued by the Department of Transportation, Division of Motor Vehicles of the State of Wisconsin.

2. Purchase Price. The purchase price for the Vehicle shall be one dollar and other good and valuable consideration.

3. Conditions of Transfer. The transfer of the vehicle is expressly conditioned upon the following covenants by the Post:

a. The Post expressly agrees that the vehicle will be maintained solely at the expense of the Post in such manner that it shall be mechanically sound, reasonable compliant with all traffic laws so as to assure its lawful operation on Wisconsin streets and highways, and its livery and appearance shall remain consistent with that of a Milwaukee police car of the 1940's era.

b. Upon reasonable notice from the Milwaukee Police Department, the Post will provide the vehicle to the Milwaukee Police Department for public relations purposes at appropriate times, locations and events.

4. Insurance. The Post will furnish a certificate of insurance showing insurance written by a company licensed in the State of Wisconsin and providing reasonable coverage for liability which may result from the operations by the Post's employees, agents, contractors or subcontractors. Such certificate of insurance will name the Post and the City as additional insureds. The certificate shall provide that the company will furnish the City with a thirty (30) day written notice of cancellation, renewal or material change. Said insurance shall be written in comprehensive form and shall protect the Post and City against all claims arising from injuries to members of the public or damage to property arising out of any acts or omissions of Post's employees, agents, contractors or subcontractors as follows, subject to commercially reasonable deductibles.

Failure of the Post to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation under this Agreement.

The attorney in fact or agent of any insurance company furnishing any policy or insurance shall sign and furnish an affidavit setting forth that no officer, City official or employee has any interest, direct or indirect, or is receiving any premium, commission, fee or other thing of value on account of furnishing said policy of insurance (excluding any interest as a shareholder in any insurance company providing such coverage).

B.

MISCELLANEOUS PROVISIONS

5. Right of First Refusal. In the event that the Post elects to convey all of its right, title and interest in the Vehicle to a third party, including without limitation by sale or donation, the Post shall provide the City prior written notice of its intent to convey its right, title and interest in the Vehicle and shall give the City (or its designee) a right of first refusal to purchase the Vehicle for a purchase price of one dollar (\$1.00).

6. Sole Agreement and Amendment. This Agreement and the attached exhibits to which references are made herein contain all of the agreements and covenants made between the parties hereto, shall be binding upon the parties hereto and their respective successors and assigns, and may not be modified orally or in any other manner other than by agreement, in writing, signed by each of the parties to this Agreement.

7. Governing Law. 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.

8. Compliance with Laws and Orders. Post agrees to observe fully and to comply with any lawful rule, regulation or directive which shall emanate from any state, federal or local departments or agencies having jurisdiction.

9. Waiver. One or more waiver by any party hereto of any covenant or condition of this Agreement shall not be construed as a waiver of a subsequent breach of the same or of any other covenant or condition. The consent or approval given by any party hereto with

respect to any act by another party requiring such consent or approval shall not be deemed to waive or render unnecessary further consent or approval of any subsequent similar act by such other party.

In Witness Whereof, The parties hereto have by their duly authorized officers executed this Agreement under seal as of the day and year indicated.

CITY OF MILWAUKEE

Chief of Police

**AMERICAN LEGION POLICE
POST #415**

Charles Roessler, Commander

Steve Wesolowski, Adjutant

Approved as to form and execution
this ___ day of _____, 2004.

Assistant City Attorney

1032-2004-712
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