

Contract for Exchange of Equipment and Bill of Sale

This Contract is made by and between the City of Waukesha, Wisconsin, referred to as the City; and Waukesha County Technical College, referred to as WCTC. Together, the City and WCTC are referred to as the Parties.

Recitals

Both the City's Fire Department and WCTC's Department of Fire and EMS Training have equipment that is useful but is no longer needed by them and is surplus. Each of the Parties could make use of the others' surplus equipment, and the Parties are willing to make a like-kind exchange of their surplus equipment.

Therefore, in consideration of the mutual promises contained in this Contract, the Parties agree and contract as follows:

1. **Exchange of Equipment.** The Parties each bargain, sell, and convey to the other their respective WCTC Equipment and City Equipment listed in the attached Schedule A.
2. **Consideration.** The consideration to support this Contract is the like-kind exchange of the items listed in Schedule A, and the Parties acknowledge its receipt, sufficiency, and adequacy to support this Contract as a binding obligation on the Parties.
3. **Warranty of Title.** The Parties each warrant to the other that they have good and marketable title to their respective WCTC Equipment and City Equipment, and that it is conveyed free and clear of all liens, encumbrances, and third-party claims to title. The Parties agree to defend the other against claims brought by third parties based on any such alleged liens, encumbrances, or claims to title.
4. **Disclaimer of Warranties of Quality and Condition.** The Parties expressly disclaim all warranties of quality or condition of the WCTC Equipment and the City Equipment, including implied warranties of merchantability and fitness for purpose. The Parties each take the equipment as-is, where-is, with all faults. The Parties each waive all claims against the other based on the quality or condition of the equipment they take under this Contract.
5. **Mutual Indemnification.** WCTC shall indemnify and hold the City and its officials, officers, and employees harmless from any third-party claims, demands, judgments, lawsuits, causes of action, damages, or other liabilities arising in any way from WCTC's acquisition or use of the City Equipment listed in Schedule A. The City shall indemnify and hold WCTC and its trustees, directors, officers, employees, and teachers harmless from any third-party claims, demands, judgments, lawsuits, causes of action, damages, or other liabilities arising in any way from the City's acquisition or use of the WCTC Equipment listed in Schedule A.
6. **Taxes and Fees.** The Parties shall each be responsible for paying any sales or use taxes or other government fees that may arise as a result of their conveyance to the other of their respective equipment listed in Schedule A.

City of Waukesha

By Shawn N. Reilly, Mayor
Date:_____

By Gina L. Kozlik, City Clerk-Treasurer
Date:_____

WCTC

By Courtney P. Hull, Associate Dean of Fire/EMS Training

Date: _____

Schedule A

WCTC Equipment			
Item	Amount	Cost (list price)	List price value
Blue hard hats	12	\$130	\$1,560
3 dozen gloves (price per dozen)	3	\$59	\$177
Weighted vests	11	\$405	\$4,455
Shoulder weight set	2	\$125	\$250
Stair Master	2	\$6,500	\$13,000
Forcible entry machine	2	\$5,980	\$11,960
Forcible entry stand	1	\$1,135	\$1,135
sledge hammer	1	\$70	\$70
Rescue Randy	2	\$1,352	\$2,704
Yates harness	2	\$158	\$316
Pike pole	1	\$150	\$150
Ultra safe ladder lanyard	1	\$665	\$665
		Total	\$36,442
City Equipment			
Scott Air Pak 50 with 1 cylinder and facepiece	6	\$5,000	\$30,000
45 min cylinder	7	\$925	\$6,475
		Total	\$36,475