

TRANSFER AGREEMENT
BY AND BETWEEN
THE CITY OF SOMERVILLE ACTING THROUGH
THE PURCHASING DEPARTMENT
AND THE
CITY OF BOSTON

Contract

Contract Amount: \$ 1.00

P.O#

P.O. Amount:

Bid #: N/A Surplus Acquisition

Contract period: 12/15/2017 to 1/31/2018

Contract for: Transfer of Ownership of 27-foot Boston Whaler and Corresponding Trailer

Seller: City of Boston
c/o Boston Police Department
One Schroeder Plaza
Roxbury Crossing, MA 02120
(617) 343-4500

Point of Contact: William B. Evans, Police Commissioner
c/o Nicole I. Taub, Esq., Senior Staff Attorney
Nicole.taub@pd.boston.gov

ACCORDING TO THE SPECIFICATIONS CONTAINED HEREIN.

**Agreement for the Transfer of Ownership, and Bill of Sale,
of the 27' Boston Whaler and Trailer**

This Agreement (“Agreement”) dated _____, 2017, by and between the City of Boston acting by and through its Boston Police Department (“BPD”) and the City of Somerville (“Somerville”) grants and transfers complete ownership and legal title of the BPD’s 27’ Boston Whaler (“Whaler”) and Trailer (collectively the “Equipment”) to Somerville, in consideration of \$1.00 (one dollar), to be paid by Somerville, the receipt of which is hereby acknowledged. The Equipment is further described in Exhibit A.

- (a) This Equipment is property that has been declared surplus by the BPD on May 2, 2017, at the request of the Harbor Master and is no longer needed for BPD purposes. The ownership of the Equipment is hereby transferred and conveyed to Somerville.
- (b) BPD covenants that the Equipment are each transferred to Somerville free and clear of any liens, bills or encumbrances of any nature. Somerville acknowledges that BPD shall be forever free and clear from any costs associated with this Equipment, including but not limited to, towing or repair charges, excepting any costs incurred by BPD prior to the date of this Agreement.
- (c) BPD warrants that it (a) has good and marketable title, (b) is duly authorized (including the signatory hereto) to enter into and perform this Agreement, and (c) has the lawful right to transfer the Equipment to Somerville as set forth in this Agreement.
- (d) Furthermore, the BPD shall not be responsible for any loss, injury or damage to persons or property related to the Equipment occurring on or after the time upon which Somerville picks up the Equipment. To the extent permitted by law, Somerville shall save and hold the BPD, its agents and employees, harmless and indemnify the BPD and its agents and employees against any liability for injury, loss, accident or damage to any person or property, and from any and all claims, actions, proceedings, judgments, awards, loss, cost, damage or expense in connection therewith, including reasonable attorneys’ fees, arising from any entry, use or activity on or about the Equipment occurring after the date Somerville picks up the Equipment.
- (e) This transfer of ownership is under the provisions of Massachusetts General Law, Chapter 30b, Sections 1(b)(9) and Section 15 and is subject to the following terms and conditions:

- (1) This Equipment is being transferred “AS IS AND WITH ALL THE FAULTS.” There are no warranties either express or implied, including the seaworthiness or fitness for duty of this vessel. The BPD’s Purchasing Department’s normal course of business does not encompass the sale of used boat equipment; therefore, an implied warranty of merchantability does not extend to this Whaler or the Trailer.
- (2) The Equipment shall be available for pickup by Somerville at: 9 Terminal Street, South Boston, MA as of the date of this Agreement and shall be picked up within 30 days of the date of this Agreement.

(3) Somerville acknowledges that the BPD has made no representation whatsoever as to the adequacy, operability, safety or fitness of the Equipment for any particular purpose or use, or that the Equipment complies with applicable laws, ordinances, rules and regulations of government authorities. Somerville further acknowledges and agrees that Somerville, and its employees and/or agents, entry and activities upon the Equipment from the time of pickup of the Equipment shall not be at the risk and expense of BPD.

This instrument sets forth the entire agreement between Somerville and the BPD.

IN WITNESS WHEREOF, the City of Somerville and the City of Boston have executed this Contract as a sealed instrument as of the date first written above.

CITY OF SOMERVILLE

I hereby certify that the contract amount of \$_____ is available for this contract. I further certify that a sum of \$_____ is hereby encumbered against the appropriate account for the purposes of this contract.

Edward Bean
City Auditor

Joseph A. Curtatone
Mayor

Angela M. Allen
Purchasing Director

David Fallon
Chief of Police

APPROVED AS TO FORM:

Francis X. Wright, Jr.
City Solicitor

CITY OF BOSTON

X_____
Signature of Authorized Agent

Printed Name of Authorized Agent

Title of Authorized Agent

Street Address

City, State and Zip

Tax ID #

FOR CORPORATIONS ONLY:

Clerk's Signature

Print or Type Clerk's Name

Exhibit A – Registration and Equipment Description

BILL OF SALE AND AGREEMENT

This Bill of Sale and Agreement dated as of February 11, 2010 by and between the Massachusetts Port Authority ("Seller"), a body politic and corporate, organized under Chapter 465 of the Acts of 1956 of the Commonwealth of Massachusetts, as amended, with offices at One Harborside Drive, East Boston, Massachusetts (Seller) and the City of Boston at One Schroeder Plaza, Boston, MA 02120.

Whereas, Seller desires to transfer a certain piece of equipment generally known as 1994 27' Boston Whaler, Vehicle Identification # BWC9B5721394 ("Equipment"); and

Whereas, Buyer desires to buy the Equipment for the consideration set forth below;

NOW, THEREFORE, in consideration of the payment of One Dollar (\$1.00) and the mutual agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer agree as follows:

1. Sale of Equipment

Seller hereby bargains, sells, transfers, sets over and conveys the Equipment, and Buyer hereby buys, accepts ownership and receives said Equipment.

2. Delivery of Equipment

Upon execution of this Bill of Sale and Agreement by Seller and Buyer, Buyer agrees to take possession of the Equipment at its current location at the Massachusetts Port Authority, East Boston, Massachusetts (the "Site"). Buyer shall promptly remove the Equipment from the Site.

3. No Warranties

Buyer agrees that the Equipment is sold AS IS and WHERE IS with all faults and that there are NO WARRANTIES OF MERCHANTABILITY, NO WARRANTIES OF FITNESS FOR ORDINARY OR A PARTICULAR USE AND NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

4. Indemnity

Buyer, as part of the consideration for this conveyance, hereby fully releases and discharges Seller and Seller's members, officers and employees, from any and all losses, liability, damages, and claims of every kind arising out of the ownership, possession, use, condition, or location of the Equipment herein conveyed, and Buyer agrees, at its sole cost and expense, to indemnify, defend and hold Seller, and Seller's members, officers and employees harmless from any and all losses, damages, claims, suits or actions, judgments, and costs (including reasonable attorney's fees), which arise or grow out of (i) any injury to or death of any person or persons (including without limitation Buyer and Buyer's employees, agents, and contractors, and Buyer's bona fide purchasers for value), or (ii) damage to any property (including without limitation property damage to property of Buyer or Buyer's employees, agents, and contractors and Buyer's bona fide purchasers for value) which occurs on or after the moment that Buyer acquires and takes

possession of the Equipment at the Site.

5. Binding Effect, Jurisdiction

The provisions of this Bill of Sale and Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. This Bill of Sale and Agreement shall be governed by the Laws of the Commonwealth of Massachusetts without regard to its principles regarding conflicts of laws.

6. Authority to Execute

Each of the persons executing this Bill of Sale and Agreement on behalf of Seller and Buyer, respectively, represents and certifies that he/she has power and authority to execute this Bill of Sale and Agreement on behalf of such party and to bind such party to the obligations contained herein.

Witness the execution hereof under seal on the date and year first above written.

Massachusetts Port Authority

By: Michael A. Grieco
Michael A. Grieco
Title: ASSISTANT SECRETARY - TREASURER

City of Boston

By: Edmund F. Dwyer
Title: Police Commissioner

Trailer Registration Information:

