

RESOLUTION NO. 976

A RESOLUTION OF THE CITY OF GIG HARBOR
DECLARING A CITY VEHICLE SURPLUS AND ELIGIBLE
FOR DISPOSITION.

WHEREAS, the Gig Harbor City Council has determined that a city-owned vehicle is surplus to the City's needs and has been or is in need of being replaced with a new vehicle; and

WHEREAS, patrol cars used by the Gig Harbor Police Department (GHPD) are ordinarily surplused after their useful life (approximately 7 years) via state auction; and

WHEREAS, patrol car (VIN 2FAFP71W61X178988) was converted into a COPS Volunteer vehicle in 2009 and has been in service continually since that time; and

WHEREAS, the vehicle has over 123,000 miles on the odometer; and

WHEREAS, GHPD is a member of a training consortium that relies on the donation of retired patrol vehicles for training and the City Council wishes to transfer this vehicle to Kitsap County for this purpose;

NOW, THEREFORE, the City Council of the City of Gig Harbor hereby resolves to declare as surplus and eligible for disposition as set forth above, the following:

EQUIPMENT	Quantity	SERIAL / ASSET NUMBER	MODEL INFO.
2001 Ford Crown Victoria	1	VIN 2FAFP71W61X178988 Asset Number 7003-29	

PASSED THIS 10th day of November, 2014.

APPROVED:


MAYOR JILL GUERNSEY

ATTEST/AUTHENTICATED:


MOLLY M. TOWSLEE, CITY CLERK

FILED WITH THE CITY CLERK: 11/04/14
PASSED BY THE CITY COUNCIL: 11/10/14
RESOLUTION NO. 976

**BILL OF SALE AND
RELEASE OF LIABILITY**

Effective as of the date both parties have executed this Bill of Sale and Release of Liability, the City of Gig Harbor, a Washington municipal corporation ("Seller"), for public benefit, the receipt and sufficiency of which is acknowledged, hereby sells, assigns and transfers to Kitsap County, a political subdivision of the State of Washington ("Purchaser") a 2001 Ford Crown Victoria VIN 2FAFP71W61X178988 which has been previously used by the City (the "Vehicle").

Seller hereby warrants to Purchaser only that: (a) Seller is the true and lawful owner of the Vehicle; (b) Seller has good and marketable title to the Vehicle; and (c) Seller has the right and all necessary power and authority to sell the Vehicle.

With the sole exception of the title warranty contained in the preceding paragraph herein, **SELLER IS SELLING THE PROPERTY TO PURCHASER AS-IS AND WITHOUT ANY WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.** By signing below, Purchaser assumes all responsibility and risk for any injury to or death of any person or damage to any property, and releases, indemnifies and holds harmless the City of Gig Harbor, its officials, officers and employees from any claims, demands, liability or causes of action including but not limited to those made by third parties, in any way relating to the Vehicle.

The County shall be responsible for and shall pay, if any, (a) all sales, use and transfer taxes, and (b) all governmental charges and fees, upon the conveyance of the Vehicle.

IN WITNESS WHEREOF, the parties have signed this Bill of Sale and Release of Liability on the date indicated below.

CITY OF GIG HARBOR

By: *Bill Gummery*
Its: *Mayor*
Date: *Nov. 12, 2014*

AGREED AND ACCEPTED:

KITSAP COUNTY

By: _____
Its: _____
Date: _____