

REVOCABLE LICENSE FOR USE OF COUNTY OWNED VEHICLE

This revocable license agreement ("License") is entered into this 20th day of December, 2016 between Kittitas County, a municipal corporation of the State of Washington ("County") and the City of Kittitas, a municipal corporation of the State of Washington ("City").

WHEREAS, the Kittitas County Sheriff is declaring a 2007 Ford Crown Victoria Police Interceptor, unit # 0702, VIN 2FAFP71W87X146763, to be surplus for good cause, and

WHEREAS, the vehicle has been removed from service by the Sheriff and a replacement vehicle issued, and

WHEREAS, City wishes to purchase that vehicle as soon as possible due to its need for a police vehicle, and

WHEREAS, the process required by law cannot be completed as soon as the Sheriff and City desire due to circumstances not within their control, and

WHEREAS, the Sheriff and City desire to allow the City to make use of the named vehicle before the surplus process and sale can be completed, in accordance with the terms and conditions set forth below; now therefore;

The County and the City agree as follows:

- 1) The vehicle remains the sole and exclusive property of Kittitas County until the surplus process and sale are completed. No provision in this License shall be interpreted or applied in such a manner that would be inconsistent with the requirements of law pertaining to the surplus and sale process. Until that sale has been completed, the vehicle may be used only by the City as a law enforcement vehicle in the manner directed by the policies of the City.
- 2) This license shall be effective upon ratification of the Sheriff's signature by the Kittitas County Board of Commissioners (BOCC) and valid only until completion of the surplus and sale process as intended by the parties. It shall terminate automatically upon that event or revocation in accordance with section 3 herein.
- 3) Any failure by City to comply with the terms and conditions contained herein may result in the immediate revocation of this license. The interpretation and enforcement of these terms and conditions, and compliance therewith, shall be made by the BOCC and Sheriff in their sole discretion.
- 4) The vehicle is provided "as is", and no warranty of any form is made with regard to the condition of the vehicle. The City is solely responsible for all inspections as may be appropriate prior to acceptance of the vehicle, and all maintenance thereafter.
- 5) The vehicle may not be modified or altered in any way except as appropriate in the view of the City and Sheriff to reflect that it is no longer in use by the Sheriff.

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- 6) The use of the vehicle shall create no ownership or other rights in or to the vehicle or its use beyond the terms and conditions of this limited and revocable license. The vehicle remains at all times the sole and exclusive property of Kittitas County.
- 7) Upon termination of this license other than by completion of the surplus and sale process as intended by the parties, the City agrees to immediately discontinue all use of the vehicle.
- 8) The City shall secure and maintain in effect at all times during the period of the license such insurance as will protect the County, its elected or appointed officials, agents, or employees and the Additional Insureds from all claims, losses, harm, costs, liabilities, damages and expenses arising out of personal injury (including death) or property damage that may result from the possession or use of the vehicle. The Contractor shall provide proof of insurance for amounts not less than the existing equivalent coverage held by the County for the same use of its own vehicles as police vehicles. The City shall furnish the County a Certificate of Insurance with Endorsement as evidence that policies providing insurance required by this License are in full force and effect. The City hereby waives all rights of recourse, including any right to which another may be subrogated, against Kittitas County for personal injury, including death, and property damage. The City's insurance policies required above shall be primary insurance and shall be non-contributing with any other insurance maintained by Kittitas County. The Certificate Holder shall be Kittitas County, and the certificate must name the County as an additional insured.
- 9) The City agrees to and shall defend, indemnify and hold harmless the County, its Additional Insureds, appointed and elective officers, agents and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its Additional Insureds, its elected or appointed officials, agents, or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the City, its elected officers, employees or their agents. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein. The County makes no indemnification of the City, its elected or appointed officials, agents, or employees for damages of any kind or form whatsoever. This provision is in addition and supplemental to the provision above pertaining to insurance, and shall also be effective in the event of the lapse or other failure of the City's insurance.
- 10) In the event either party to the License commences litigation related to rights or exercise of rights under this License, the substantially prevailing party will be entitled to reimbursement of its reasonable attorney fees and costs from the other party.

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11) The venue for any litigation regarding this License shall be Kittitas County Superior Court.

12) This License shall be construed according to the law of the State of Washington.

IN WITNESS WHEREOF this Revocable License Agreement is executed and shall become effective as of the date first above written.


SHERIFF OF KITTITAS COUNTY


Gene E. Dana

BOARD OF COUNTY COMMISSIONERS
KITTITAS COUNTY, WASHINGTON


Obie O'Brien, Chairman



Paul Jewell, Vice-Chairman


Laura Osiadacz, Commissioner

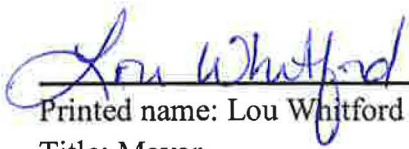


Julie A. Kjorsvik

APPROVED AS TO FORM:


D. R. Mitchell, WSBA #22877
Deputy Prosecuting Attorney

I, the official of the City of Kittitas identified by both name and title below, and whose signature is affixed hereto, attest that I possess the explicit authority to acknowledge the terms of this License, to enter in to this License agreement, and to bind the City to all of the above terms and conditions. I further attest that I have obtained and provided to the County all documents and forms of proof required by the terms of this license, including such proof of authority.


Printed name: Lou Whitford

Title: Mayor

Date:

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