



AGREEMENT BETWEEN THE CITY OF KIRKLAND
AND HIGHLINE PUBLIC SCHOOLS
REGARDING THE PURCHASE OF CERTAIN PERSONAL PROPERTY

This agreement is entered into between the City of Kirkland ("the City"), a Washington municipal corporation, and Highline Public Schools, for the purpose of setting forth the terms of the purchase from the City of certain personal property.

For and in consideration of the City's agreement to sell:

1. P107, a 2011 Dodge Charger Interceptor, serial and/or VIN: 2B3CL1CT8BH551843 for the sum of \$6,000
2. P120, a 2012 Dodge Charger Interceptor, serial and/or VIN: 2C3CDXAT4CH255662 for the sum of \$6,000
3. P128, a 2012 Dodge Charger Interceptor, serial and/or VIN: 2C3CDXAT7CH280152 for the sum of \$6,000
4. P131, a 2013 Ford Interceptor Sedan AWD, serial and/or VIN: 1FAHP2MT8DG196545 for the sum of \$7,000

("the Property"), the sufficiency of which as adequate consideration is hereby acknowledged, HIGHLINE PUBLIC SCHOOLS agrees to be bound by the following terms and conditions.

By its signature below, HIGHLINE PUBLIC SCHOOLS accepts the Property as is, where is, and agrees to remove and transport the Property from the City's storage facility at its own cost. HIGHLINE PUBLIC SCHOOLS further agrees the City is making no warranties of any kind about the Property, including but not limited to, its fitness for any particular purpose or its merchantability. HIGHLINE PUBLIC SCHOOLS acknowledges the Property is used and the City does not certify that it has not been modified or altered from its original design. The City does not certify or warrant that the Property is safe and HIGHLINE PUBLIC SCHOOLS relies wholly upon its own observations and inspection of the equipment in determining what use it might make of the Property in the future and as to its safe or unsafe condition. HIGHLINE PUBLIC SCHOOLS recognizes and acknowledges that the Property is being sold by the City in an "as is condition", without warranty as to its fitness or safety and that any verbal representations to the contrary, if any, are hereby repudiated.

As further consideration for the City's agreement to sell HIGHLINE PUBLIC SCHOOLS the Property for the sum listed above, HIGHLINE PUBLIC SCHOOLS on behalf of itself, its successors and assigns, waives and releases any and all rights and causes of action for damages or injury which it may have or which may accrue to it hereafter, whether now known or unknown, against the City, its employees, officials, officers and agents for any and all loss, damage or injury or claim or legal action thereof on account of any injury to HIGHLINE PUBLIC SCHOOLS or its property arising out of or in connection with the transport, installation, use or ownership of the Property. HIGHLINE PUBLIC SCHOOLS further agrees to hold harmless, defend and indemnify the City, its employees, officials, officers and agents from any and all claims of liability for injury or damage suffered by third parties or entities

arising out of its transport, installation, use, ownership or sale of the Property. HIGHLINE PUBLIC SCHOOLS further agrees that, to the extent available, it shall procure and maintain insurance against claims for injuries to persons or damage to property which may arise from or in connection with the transport, installation, use, ownership or sale of the Property. HIGHLINE SCHOOL DISTRICT shall require any future recipient of the Property to enter into an agreement similar to this agreement with it, which must provide equal or greater protection to the City, before releasing the Property to that recipient. The Property may not be returned to the City for any reason.

I AFFIRM THAT I AM AUTHORIZED TO SIGN THIS AGREEMENT ON BEHALF OF HIGHLINE PUBLIC SCHOOLS, THAT I HAVE FULLY READ THE ABOVE DOCUMENT, UNDERSTAND ITS CONTENTS FULLY AND AGREE TO ITS TERMS AND CONDITIONS ENTIRELY.

Dated this Thursday of May 3, 2018.

Highline Public Schools

City of Kirkland

By: 

By: 

Print name: RANDALL BODY

Print name: Kelley D. Brown

Its: DIRECTOR OF
SYSTEMS & SECURITY

Its: Public Works Director