

**Meeting Date: 8/20/2013**

**Report Type:** Consent

**Report ID:** 2013-00513

**Title: Donation: Emergency Response Surplus Vehicles**

**Location:** Citywide

**Issue:** The Department of General Services, Fleet Management Division, has received a request from the Sacramento County Sheriff's Department, Search and Rescue Unit, to donate two vehicles that are surplus to the City's needs.

**Recommendation:** Pass a Resolution 1) authorizing the donation of a surplus 2004 GMC Yukon (Equipment Number 10752), and a surplus 2003 Ford Excursion (Equipment Number 9864) to the Sacramento County Sheriff's Search and Rescue non-profit organization (Tax ID# 20-2272367); 2) authorizing the City Manager, or the City Manager's designee, to execute an agreement to transfer the vehicles identified above to the Sacramento County Sheriff's Search and Rescue; and 3) authorizing the City Manager, or the City Manager's designee, to execute such additional documents and to take additional actions necessary to complete the transfer.

**Contact:** Keith Leech, Fleet Manager, (916) 808-5869; Craig Lymus, Procurement Services Manager, (916) 808-5524, Department of General Services

**Presenter:** None

**Department:** General Services

**Division:** Fleet Management Admin

**Dept ID:** 13001311

**Attachments:**

1-Description/Analysis

2-Resolution

3-Exhibit A

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**City Attorney Review**

Approved as to Form  
Kourtney Burdick  
8/14/2013 1:56:40 PM

**City Treasurer Review**

Reviewed for Impact on Cash and Debt  
Russell Fehr  
6/7/2013 10:19:29 AM

**Approvals/Acknowledgements**

Department Director or Designee: Reina Schwartz - 6/14/2013 10:36:28 AM

## Description/Analysis

**Issue Detail:** The Department of General Services, Fleet Management Division has received a request from the Sacramento County Sheriff's Department, Search and Rescue Unit to donate a surplus 2004 GMC Yukon (equipment number 10752) and a surplus 2003 Ford Excursion (equipment number 9864) for use in emergency response.

**Policy Considerations:** The recommendation in this report is in accordance with City Code Chapter 3.80 regarding the disposition of surplus personal property.

**Economic Impacts:** None

### **Environmental Considerations:**

**California Environmental Quality Act (CEQA):** In accordance with Section 15061(b)(3) of the CEQA Guidelines, no environmental review is necessary because the recommendation in this report involves donating surplus personal property, which can be seen with certainty to have no significant effect on the environment.

**Sustainability:** Not applicable

**Commission/Committee Action:** None

**Rationale for Recommendation:** The Department of General Services, Fleet Management Division has received a request from the Sacramento County Sheriff's Department, Search and Rescue Unit, to donate a surplus 2004 GMC Yukon (equipment number 10752) and a surplus 2003 Ford Excursion (equipment number 9864). These vehicles are surplus to the City's needs and, if not donated, would be offered for sale at public auction. Donating the vehicles will benefit both the City and the Search and Rescue Unit by assisting in emergency response in the Sacramento area.

**Financial Considerations:** Based on the condition and previous auction sales of similar vehicles, the estimated sales value of the surplus 2004 GMC Yukon (equipment number 10752) is \$3,000 and the estimated sales value of the 2003 Ford Excursion (equipment number 9864) is \$4,000. When surplus fleet equipment is sold, the general rule is that the sales proceeds are returned to the owning fund, which in this case is the General Fund (Fund 1001).

**Emerging Small Business Development (ESBD):** No goods or services are being purchased as a result of this report.

## **RESOLUTION NO. 2013-**

Adopted by the Sacramento City Council

June 25, 2013

### **DONATING SURPLUS VEHICLES TO THE SACRAMENTO COUNTY SHERIFF'S DEPARTMENT, SEARCH AND RESCUE UNIT**

#### **BACKGROUND**

- A. The Department of General Services, Fleet Management Division, has received a request from the Sacramento County Sheriff's Department, Search and Rescue Unit to donate a surplus 2004 GMC Yukon (equipment number 10752) and a 2003 Ford Excursion (equipment number 9864) for use in emergency response. These units are surplus to the City's needs.
- B. In accordance with City Code Section 3.80.030(F), surplus property may be donated to any other public agency or charitable organization exempt under Section 501(c)(3) of the Internal Revenue Code, by resolution of the City Council.

#### **BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE COUNCIL RESOLVES AS FOLLOWS:**

- Section 1. Donating a surplus 2004 GMC Yukon (equipment number 10752) and a surplus 2003 Ford Excursion (equipment number 9864) to the Sacramento County Sheriff's Search and Rescue non-profit organization (Tax ID# 20-2272367) is hereby approved.
- Section 2. The City Manager or the City Manager's designee is authorized to execute an agreement (Exhibit A) to transfer the vehicles identified above to the Sacramento County Sheriff's Search and Rescue.
- Section 3. The City Manager or the City Manager's designee is authorized to execute such additional documents and to take additional actions necessary to complete the transfer.
- Section 4. Exhibit A is a part of this Resolution.



Requires Council Approval:

No  YES

Meeting: 8/20/13

Real Estate

Other Party Signature Needed

Recording Requested

General Information

Type: PO Type:	Attachment: Change Order No.:
Not to Exceed: \$0.00	Original Doc Number:
Other Party: County of Sacramento	Certified Copies of Document::
Project Name: Donation Emergency Response Vehicle	Deed: <input type="checkbox"/> None <input type="checkbox"/> Included <input type="checkbox"/> Separate
Project Number: NA Bid Transaction #: NA	E/SBE-: %

Department Information

Department: General Services

Division: Fleet

Project Mgr: Keith Leech

Contract Services: Debbie Reeder

Director: Reina J. Schwartz

Phone Number: 808-4078

Org Number: 13001311

Comment: Original Contract Amount: \$0.00

Review and Signature Routing

Department	Signature or Initial	Date
Project Mgr:	<i>Keith Leech</i>	
Contract Services:	<i>Debbie Reeder</i>	8/14/13

City Attorney	Signature or Initial	Date
City Attorney:	<i>VCB</i>	8/14/13

Send Interoffice Mail to Reina J. Schwartz (12500)

Notify for Pick Up

Authorization	Signature or Initial	Date
Reina Schwartz		
Director, General Services:		
City Mgr: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		

**For City Clerk Processing**

**Finalized:**

Initial:

Date: \_\_\_\_\_

**Imaged:**

Initial: \_\_\_\_\_

Date: \_\_\_\_\_

**Received:**  
(City Clerk Stamp Here)

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, is not part of the contract. (01-01-13)

Resolution No. / Date

\_\_\_\_\_



## AGREEMENT



### for City of Sacramento Surplus Property

Agreement Date: **July 30, 2013**

Performance Date: **August 15, 2013**

This agreement is entered into between the City of Sacramento ("City") and County of Sacramento ("County"). In consideration of the mutual promises set forth below, the parties agree as follows:

1. City agrees to convey to the County and assign to the County all City right(s), title(s), and interest(s) in and to the following described property: **2004 GMC Yukon (equipment number 10752 and 2003 Ford Excursion (equipment number 9864) ("property")**.
2. All property conveyed hereunder shall be removed from the City site by the performance date shown above. In the event the property is not so removed, City shall have the unconditional right to sell or donate the surplus property at its convenience, by any method it chooses, and without prior notice to County
3. All property is conveyed F.O.B. City. The County is responsible for all costs and arrangements (including labor and materials) associated with dismantling, loading, transporting, and/or removing the surplus property from the City. The County assumes sole responsibility for safety in removing the property from the City.
4. The County shall comply with all federal, state, local, and OSHA regulations. The County shall comply with all rules which may be imposed by City from time to time.
5. City conveys this surplus property in an "as is" condition, and makes no guarantee, warranty, or representation, express or implied, as to quantity, kind, character, quality, condition, weight, size, or description of any property, its merchantability, its fitness for any use or purpose, or otherwise. The County agrees that full opportunity was given to inspect and examine the property. The County's failure to inspect will not constitute grounds for any claim against the City.

6. All weights offered, shown, or calculated in respect to the property, other than actual shipping weights, are estimated weights only.

7. The County understands and agrees that City will not be required to make available any documentation, reports, drawings, or instruction manuals of the property being sold.

8. The conveyance set forth in paragraph 1 hereof is exclusive of, and the County shall be responsible for, all taxes, levies, assessments, and the like arising out of, or in any way connected with, the sale, dismantling, loading, transportation, removal, possession, or use of the surplus property conveyed hereunder.

9. If the property is, at City's discretion, loaded and held for payment, risk of loss shall pass to County upon loading and all demurrage and other costs that may accrue in respect thereof will be paid by the County

10. City shall be excused for any delay or failure in performance due to acts of God, war, riot, acts of civil or military authorities, fires, floods, accidents, strikes, differences with workers, delays in transportation, shortage of fuel, labor, or material, or any other circumstances or cause beyond the control of City in the reasonable conduct of business.

11. The County shall not sell or otherwise transfer all or any portion of the property without requiring the transferee to provide the City protection against liability from the sale or transfer of the property which is at least equivalent to that afforded City under this agreement. In the event that the County sells or transfers all or any portion of the surplus property contrary to the provisions of this paragraph, the County shall be liable for any act or omission of the transferee, and the County shall indemnify, defend and hold harmless the City hereunder to the same extent as if no such sale or transfer had taken place.

12. To the fullest extent allowed by law, the County shall indemnify, defend, and hold harmless the City, its directors, officers, agents, and employees from and against all claims, actions, damages, losses, and expenses (including but not limited to attorneys' fees) arising by reason of any act or failure to act by the County, anyone directly or indirectly employed by the County, or anyone for whose acts or omissions the County may be liable hereunder, in connection with or in any way related to the donation, sale, purchase, dismantling, loading, removal and/or transporting of any property hereunder. The aforesaid indemnity and hold harmless shall

include any claims, actions, damages, losses and expenses arising from or related to any act or failure to act by any entity or person, including City, its officers, employees and agents, in connection with the inspection, repair, reconditioning, safety or condition of the property.

13. The County, for itself, its assigns, transferees, and successors, hereby waives and releases any and all claims of whatever sort or nature which may arise against City, its officers, employees, and agents, in connection with the donation of the property hereunder. This waiver and release shall include any and all claims arising under Section 1542 of the California Civil Code, which provides that:

A general release does not extend to claims which a creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Thus, notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release, the County expressly acknowledges that this agreement is intended to release and extinguish, without limitation, all claims for losses of any sort or nature arising hereunder which County does not know or suspect to exist.

14. There are no understandings between the parties hereto as to the subject matter of this agreement other than as set forth herein. All previous communications about the subject matter of this agreement, either oral or written, are hereby abrogated and withdrawn, and this agreement constitutes the entire agreement between the parties. No terms, conditions, understandings, or agreements purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by both parties hereto.

15. The County agrees to adhere to City's Insurance Provisions.

16. Enforcement of agreement. This agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

IN WITNESS WHEREOF, the undersigned have executed this agreement as of the agreement date first above written.

Buyer: SAC. CO. SEARCH & RESCUE

Address: 711 G Street, Sacramento , CA 95814

Signature: 

Name/Title: William Johnson, Chief Deputy  
(Please Print)

Department: City of Sacramento  
Procurement Services Division  
Address: 5730 - 24<sup>th</sup> Street, Bldg. 1  
Sacramento, CA 95822

Signature: \_\_\_\_\_  
Name/Title: Department of General Services

**APPROVED AS TO FORM:**

  
**CITY ATTORNEY**