

Meeting Date: 2/3/2015

Report Type: Consent

Report ID: 2015-00065

Title: Donation: Surplus Refuse Truck to Los Rios Community College District

Location: Citywide

Recommendation: Pass a Resolution 1) authorizing the donation of a surplus refuse truck (equipment number 11183) to the Los Rios Community College District (LRCCD) on behalf of American River College (ARC); 2) authorizing the City Manager, or the City Manager's designee, to execute an agreement to transfer the surplus refuse truck to LRCCD; and 3) authorizing the City Manager, or the City Manager's designee, to execute such additional documents and take additional actions necessary to complete the transfer of the surplus refuse truck to LRCCD.

Contact: Iseña Garcia, Program Specialist, (916) 808-1163; Reina Schwartz, Director, (916) 808-7195, Department of General Services

Presenter: None

Department: General Services

Division: Fleet Management

Dept ID: 13001211

Attachments:

1-Description/Analysis

2-Resolution

3-Agreement

City Attorney Review

Approved as to Form
Kourtney Burdick
1/22/2015 11:28:37 AM

Approvals/Acknowledgements

Department Director or Designee: Reina Schwartz - 1/15/2015 10:31:55 AM

Description/Analysis

Issue Detail: The Department of General Services, Fleet Management Division, has received a request from ARC, a community college within the LRCCD, to donate a surplus refuse truck. ARC plans to use the truck's engine for training in its diesel technology program. This refuse truck cannot be driven and has been removed from City service due to an accident. Fleet Management has determined that the damage is too extensive to repair. The refuse truck is now surplus to the City's needs and, if not donated, will be offered for sale at public auction where it would be expected to have minimal sales value.

Policy Considerations: The recommendations in this report are 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 recommendations in this report involve 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 ARC, a community college within the LRCCD, to donate a surplus refuse truck. ARC plans to use the truck's engine for training in its diesel technology program. This refuse truck cannot be driven and has been removed from City service due to an accident. Fleet Management has determined that the damage is too extensive to repair. The refuse truck is now surplus to the City's needs and, if not donated, will be offered for sale at public auction where it would be expected to have minimal salvage value, as noted in the financial considerations below. Therefore, this report recommends donating the refuse truck to ARC.

Financial Considerations: Based on the condition of the surplus refuse truck and the proceeds received from selling similar vehicles at auction, Fleet Management has determined that the salvage value of the surplus refuse truck is approximately \$2,500. 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 Solid Waste Fund (Fund 6007).

Local Business Enterprise (LBE): No goods or services are being purchased as a result of this report.

RESOLUTION NO. 2015-

Adopted by the Sacramento City Council

February 3, 2015

DONATING A SURPLUS REFUSE TRUCK TO THE LOS RIOS COMMUNITY COLLEGE DISTRICT

BACKGROUND

- A. The Department of General Services, Fleet Management Division, has received a request from American River College (ARC), a community college within the Los Rios Community College District (LRCCD), to donate a surplus refuse truck. ARC plans to use the truck's engine for training in its diesel technology program. This refuse truck cannot be driven and has been removed from City service due to an accident. Fleet Management has determined that the damage is too extensive to repair.
- B. The refuse truck is now surplus to the City's needs and, if not donated, will be offered for sale at public auction where it would be expected to have minimal sales value. Based on the condition and previous auction sales of similar vehicles, the estimated sales value of the refuse truck is \$2,500. 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 Solid Waste Fund (Fund 6007).
- C. In accordance with City Code Chapter 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 CITY COUNCIL RESOLVES AS FOLLOWS:

- Section 1. Donating a surplus refuse truck (equipment number 11183) to LRCCD on behalf of ARC 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 refuse truck to LRCCD on behalf of ARC.
- Section 3. The City Manager, or the City Manager's designee, is authorized to execute such additional documents and take actions necessary to complete the transfer of the refuse truck to LRCCD on behalf of ARC.
- Section 4. Exhibit A is a part of this Resolution.

Requires Council Approval: No YES Meeting: 02/03/2015

Real Estate Other Party Signature Needed Recording Requested

General Information

Type: Commodity PO Type: N/A	Attachment: No.:
Not to Exceed:	Original Doc Number:
Other Party: American River College	Certified Copies of Document:
Project Name: Surplus Property	Deed: <input checked="" type="checkbox"/> None <input type="checkbox"/> Included <input type="checkbox"/> Separate
Project Number: Bid Transaction #: N/A	E/SBE-DBE-M/WBE:

Department Information

Department: **General Services** Division: **Fleet Management**
 Project Mgr: **Iseña Garcia**
 Contract Services: **N/A** Division Mgr: **Keith Leech**
 Phone Number: **808-1163** Org Number: **13001311**
 Comment:

Review and Signature Routing

Department	Signature or Initial	Date
Project Mgr:	<i>JJA</i>	11/5/15
Contract Services:		

City Attorney	Signature or Initial	Date
City Attorney:	<i>KAB</i>	1/7/15

Send Interoffice Mail to Reina J. Schwartz (12500)
 Notify for Pick Up: Iseña Garcia - 808-1163

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

Contract Cover/Routing Form: Must Accompany ALL Contracts;
 however, is not part of the contract. (01-01-09)
 (Under \$100K - Blue)

For City Clerk Processing	
Finalized:	
Initial:	
Date:	
Imaged:	
Initial:	
Date:	
Received: (City Clerk Stamp Here)	



AGREEMENT



for City of Sacramento Surplus Property

Agreement Date: _____

Performance Date: _____

This agreement is entered into between the City of Sacramento ("City") and the Los Rios Community College District on behalf of American River College ("College"). In consideration of the mutual promises set forth below, the parties agree as follows:

1. City agrees to convey to College and assign to the College all City's right(s), title(s), and interest(s) in and to the following described property: **2008 American LaFrance Condor Side Loader, Unit 11183 (VIN 5SXHANDR98RZ68815) with 60,651 miles ("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 the College.
3. All property is conveyed F.O.B. City. College 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. College assumes sole responsibility for safety in removing the property from the City.
4. College shall comply with all federal, state, local, and OSHA regulations. College shall comply with all rules related to the property 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. College agrees that full opportunity was given to inspect and examine the property. College'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. College 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 College shall be responsible for, all taxes, levies, assessments, and the like arising out of, or in any way connected with, the sale, donation, 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 College upon loading and all demurrage and other costs that may accrue in respect thereof will be paid by the College.

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. College 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 College sells or transfers all or any portion of the surplus property contrary to the provisions of this paragraph, College shall be liable for any act or omission of the transferee, and College 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, College 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 College, anyone directly or indirectly employed by College, or anyone for whose acts or omissions 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. College, 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 sale or 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, College 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 College does not know or suspect to exist, in connection with the sale or donation of the property hereunder.

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. College covenants and agrees to take such additional actions and execute and deliver such additional documents and instruments as may be reasonably necessary to carry out the intent of this agreement

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 / Donee: Los Rios Community College

Address: 4700 College Oak Drive
Sacramento, CA 95841

Signature: 
Name/Title: Theresa Matista
(Please Print) Vice Chancellor, Finance & Administration

City of Sacramento
Department: Fleet Management Division
Address: 5730 - 24th Street, Bldg. 1
Sacramento, CA 95822

Signature: _____
Name/Title: Department of General Services

APPROVED AS TO FORM:


CITY ATTORNEY



Quality Learning That
Transforms And Enriches
People's Lives

September 19, 2014

Fleet Management
Department of General Services
City of Sacramento,
5730 24th Street, Building 1
Sacramento, CA 95822

Re: Wrecked Solid Waste Side Loader

My office has been notified that the City of Sacramento is interested in donating a wrecked solid waste side loader (2008 American LaFrance Condor Side Loader) with a Cummins ISLG engine for use in our Clean Diesel Technology and NG Training Programs at the Mather Transportation Center. Our Diesel Technology program from time to time becomes aware of opportunities of this nature, and we would be glad to receive this vehicle to be used for instructional purposes only and will not be driven or removed from the Mather site.

We are requesting that the title be changed to 'Non-Operational' prior to donation, and we are happy to make arrangements for delivery to our site. The Los Rios Community College District's Donee # from the Department of General Services is 34-3-0007-4C. Our Federal Tax ID # 94-1576340.

Our standard protocol when receiving an asset from another public agency is to have an "official" notice of transfer or disposition of a city owned asset (council action or other appropriate document showing that this item has been cited as city surplus property).

We greatly appreciate and welcome this very generous donation to our program, and know that students and faculty will benefit greatly from the use of this modern training equipment. This vehicle will be used in support of our existing RICO 11 grant, and the pending RICO 111 grant.

Sincerely,

Ray Di Guilio
Vice President of Administrative Services
(916) 484-8484

Cc: Gabriel Meehan, Dean of Technical Education
Herschel Smith, Interim Director of General Services, LRRCD

American River College
4700 College Oak Drive
Sacramento, CA 95841
Phone: (916) 484-8011
www.arc.losrios.edu

Los Rios Community College District

NONREPAIRABLE VEHICLE CERTIFICATE

1183

THIS NONREPAIRABLE CERTIFICATE IS EVIDENCE THAT TITLING DOCUMENTS FOR THIS VEHICLE HAVE BEEN SURRENDERED TO THE DEPARTMENT OF MOTOR VEHICLES

COMMERCIAL

VEHICLE ID NUMBER
5SXHANDR98RZ68815

YR MODEL MAKE
2008 ALF

PLATE NUMBER
1316522
REGISTRATION
EXPIRATION DATE
12/31/2099

BODY TYPE MODEL AX UNLADEN WEIGHT FUEL TRANSFER DATE FEES PAID
GG 3 32080 D 12/05/14 \$19

YR 1ST SOLD CLASS *YR MO EQUIPMT/TRUST NUMBER ISSUE DATE
2008 MA VZ 12/05/14

MOTORCYCLE ENGINE NUMBER 05/16/13 OWNER DECLARED

REGISTERED OWNER(S)
CY SACRAMENTO
5730 24TH ST BLDG 1
SACRAMENTO CA 95822

WARNING:

The vehicle described herein has been declared nonrepairable per CVC 11515.2 and shall not be titled or registered per CVC 431. Ownership of the vehicle may only be transferred two times on a nonrepairable vehicle certificate per CVC 432. To transfer ownership of this vehicle, the seller and buyer must complete the reassignment on the back of this certificate.



000003

68114120523

NR0565895

REG 490 (NEW 10/03)

KEEP IN A SAFE PLACE — VOID IF ALTERED