

**Meeting Date:** 10/22/2013

**Report Type:** Consent

**Report ID:** 2013-00790

**Title: Donation: Surplus Vehicle to Sacramento Unified Education Foundation**

**Location:** Citywide

**Issue:** The Department of General Services, Fleet Management Division, has received a request from the Sacramento Unified Education Foundation, a 501(C)(3) non-profit organization, to donate a vehicle that is surplus to the City's needs.

**Recommendation:** Pass a Resolution 1) authorizing the donation of a surplus 2008 Ford Crown Victoria (Equipment Number 10977) to the Sacramento Unified Education Foundation, a non-profit organization (Tax Identification Number: 522282810); 2) authorizing the City Manager or the City Manager's designee to execute an agreement to transfer the vehicle identified above to the Sacramento Unified Education Foundation; and 3) authorizing the City Manager or the City Manager's designee, to execute any additional documents and take any additional actions necessary to complete the transfer.

**Contact:** Keith Leech, Fleet Manager, (916) 808-5869, 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  
10/10/2013 3:36:28 PM

**City Treasurer Review**

Reviewed for Impact on Cash and Debt  
Russell Fehr  
10/4/2013 11:30:52 AM

**Approvals/Acknowledgements**

Department Director or Designee: Reina Schwartz - 10/8/2013 10:51:53 AM

## **Description/Analysis**

**Issue Detail:** The Department of General Services, Fleet Management Division, has received a request from the Sacramento Unified Education Foundation to donate a surplus 2008 Ford Crown Victoria (equipment number 10977) for use in alarm response, as well as proactive patrol of Sacramento Unified School District (District) properties to reduce vandalism and property loss.

**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 the donation of 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 Unified Education Foundation to donate a surplus 2008 Ford Crown Victoria (equipment number 10977). This vehicle is surplus to the City's needs and, if not donated, would be offered for sale at public auction. Donating this vehicle will benefit both the City and the Sacramento Unified Education Foundation by assisting alarm response and proactive patrols of District properties within the City.

**Financial Considerations:** Based on the condition of the subject vehicle and previous auction sales of similar vehicles, the estimated sales value of the surplus 2008 Ford Crown Victoria is \$9,075. 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.**

Adopted by the Sacramento City Council

October 22, 2013

### **DONATING A SURPLUS VEHICLE TO THE SACRAMENTO UNIFIED EDUCATION FOUNDATION**

#### **BACKGROUND**

- A. The Department of General Services, Fleet Management Division, has received a request from the Sacramento Unified Education Foundation to donate a 2008 Ford Crown Victoria (equipment number 10977) that is surplus to the City's needs.
- B. In accordance with City Code Section 30.80.030(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 2008 Ford Crown Victoria (equipment number 10977) to the Sacramento Unified Education Foundation, a non-profit organization (Tax Identification Number 52-2282810) is hereby authorized.
- Section 2. The City Manager, or the City Manager's designee, is authorized to execute an agreement (Exhibit A) to transfer the vehicle identified above to the Sacramento Unified Education Foundation.
- Section 3. The City Manager, or the City Manager's designee, is authorized to execute any additional documents and take any additional actions necessary to complete the transfer.
- Section 4. Exhibit A is a part of this Resolution.



Requires Council Approval:  No  YES Meeting: 10/22/2013
 Real Estate  Other Party Signature Needed  Recording Requested

General Information

Form with fields: Type, PO Type, Attachment: Change Order No., Not to Exceed: \$.00, Original Doc Number, Other Party: (SUEF) Sacramento Unified Education Foundation, Certified Copies of Document, Project Name: Crown Vic Donation, Deed: None/Included/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:
Comment: Original Contract Amount: \$00.00

Review and Signature Routing

Department Signature or Initial Date
Project Mgr: [Signature] 10-4-13
Contract Services: [Signature] 10-4-13

City Attorney Signature or Initial Date
City Attorney: \_\_\_\_\_

[X] 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 [ ] No [X]

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

[Empty box for Resolution No. / Date]



## AGREEMENT



### for City of Sacramento Surplus Property

Agreement Date: August 19, 2013

Performance Date: November 1, 2013

This agreement is entered into between the City of Sacramento ("City") and Sacramento Unified Education Foundation for Sacramento Unified School District ("SUEF"). SUEF is a non-profit dedicated to children's health, safety and well-being. SUEF has a Federal ID Number of 522282810.

In consideration of the mutual promises set forth below, the parties agree as follows:

1. City agrees to convey to SUEF and assign to SUEF all City right(s), title(s), and interest(s) in and to the following described property:  
**2008 Ford Crown Victoria (Equipment number 10977) ("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 Freight On Board (F.O.B). SUEF 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. SUEF assumes sole responsibility for safety in removing the property from the City.
4. SUEF shall comply with all federal, state, local, and Occupational Safety and Health Administration (OSHA) regulations. SUEF 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. SUEF agrees that full opportunity was given to inspect and examine the property. SUEF 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. SUEF 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 SUEF 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 SUEF upon loading and all demurrage and other costs that may accrue in respect thereof will be paid by SUEF.

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. SUEF 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 SUEF sells or transfers all or any portion of the surplus property contrary to the provisions of this paragraph, SUEF shall be liable for any act or omission of the transferee, and SUEF 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, SUEF 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 SUEF, anyone directly or indirectly employed by SUEF, or anyone for

whose acts or omissions SUEF, 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 SUEF, its officers, employees and agents, in connection with the inspection, repair, reconditioning, safety or condition of the property.

13. SUEF, 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, SUEF 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 SUEF 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. SUEF 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: SUEF for Sacramento City Unified School District

Address:

Serna Center  
5735 47<sup>th</sup> Avenue  
Sacramento, CA 95824

Signature: Martin D. Carr

Name/Title: Martin D. Carr, President SUEF  
(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





## SACRAMENTO UNIFIED EDUCATION FOUNDATION

A 501(C) 3 NON-PROFIT ORGANIZATION  
P.O. Box 246353 • Sacramento, CA 95824  
(916) 643-9101 • FAX (916) 643-9480

*Marty Carr, President*

September 27, 2013

City of Sacramento Fleet Management

Re: Ford Crown Victoria

We are requesting your donation of a Ford Crown Victoria to the Sacramento Unified Education Foundation (SUEF), Tax ID # 522282810. This vehicle will be used by the Sacramento City Unified School District's Security Services Department.

This donation will allow our Security Officers to provide prompt alarm response as well as proactive patrol of District properties to reduce vandalism and property loss.

Thank you for your continued support and partnership.

Sincerely,

Marty Carr  
President  
Sacramento Unified Education Foundation (SUEF)

Jonathan P. Raymond  
Superintendent  
Sacramento City Unified School District