

## City Council Report

915 I Street, 1<sup>st</sup> Floor

Sacramento, CA 95814

[www.cityofsacramento.org](http://www.cityofsacramento.org)

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**File ID:** 2019-00364

April 2, 2019

**Consent Item 07**

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**Title: Surplus Property Donation to Northern California Regional Public Safety Training Authority (JPA)**

**Location:** Citywide

**Recommendation:** Adopt a Resolution: 1) authorizing the donation of a surplus vehicle (2008 Ford F250, unit 10711) to the Northern California Regional Public Safety Training Authority, a Joint Powers Authority comprised of the City of Sacramento (Police Department and Fire Department) and Los Rios Community College, which oversees the training facility for the City; and 2) authorizing the City Manager or the City Manager's designee to execute any necessary documentation to complete the property transfers, including a hold harmless agreement.

**Contact:** Alison Kerstetter, Program Specialist, (916) 808-1163; Mark Stevens, Fleet Manager, (916) 808-5869, Department of Public Works

**Presenter:** None

**Attachments:**

- 1-Description/Analysis
- 2-Hold Harmless Agreement
- 3-Resolution

**Description/Analysis**

**Issue Detail:** The Department of Public Works (DPW), Fleet Management Division, has received a donation request from the Northern California Regional Public Safety Training Authority (JPA) for a surplus vehicle to assist in their operation of the training facility in the Sacramento area. The JPA offers facilities, training and services that address the public safety needs of local government. The organization needs a maintenance vehicle that can assist in hauling equipment and tools around the training grounds.

**Policy Considerations:** City Code Chapter 3.80.030 (F) provides that surplus personal property may be donated to any other public agency by resolution of the City Council.

**Economic Impacts:** None

**Environmental Considerations:** None

**Sustainability:** Not Applicable

**Commission/Committee Action:** None

**Rationale for Recommendation:** Unit 10711, a 2008 Ford F250 (VIN-1FTNF20518EA15357), with 105,308 miles, is no longer in service and is surplus to the City's needs.

**Financial Considerations:** The salvage value of this vehicle, in its current condition, is approximately \$1,000 if the City were to sell the vehicle.

**Local Business Enterprise (LBE):** Not applicable.

# CONTRACT ROUTING SHEET

**Contract Cover/Routing Form: Must Accompany ALL Contracts; however, it is NOT part of the contract.**

**General Information (Required)**

Original Contract # (supplements only): \_\_\_\_\_ Supplement/Addendum #: \_\_\_\_\_  
 Assessor's Parcel Number(s): \_\_\_\_\_  
 Contract Effective Date: 04/02/2019 Contract Expiration Date (if applicable): \_\_\_\_\_  
 \$ Amount (Not to Exceed): \$ 0.00 Adjusted \$ Amount (+/-): \_\_\_\_\_  
 Other Party: Northern California Regional Public Safety Training Authority, a Joint Powers Authority  
 Project Title: Surplus Property Donation to the Northern California Regional Public Safety Training Authority, JPA  
 Project #: \_\_\_\_\_ Bid/RFP #: \_\_\_\_\_  
 City Council Approval: YES if YES, Council File ID#: 2019-00364

**Contract Processing Contacts**

Department: Public Works Project Manager: Alison Kerstetter  
 Contract Coordinator: Alison Kerstetter Email: akerstetter@cityofsacramento.org

**Department Review and Routing**

**Accounting:**

\_\_\_\_\_  
 (Signature) \_\_\_\_\_ (Date)

**Supervisor:**

Alison Kerstetter Digitally signed by Alison Kerstetter Date: 2019.03.05 15:11:12 -08'00' 03/05/2019

**Division Manager:**

\_\_\_\_\_  
 (Signature) \_\_\_\_\_ (Date)

Mark R Stevens Digitally signed by Mark R Stevens DN: cn=Mark R Stevens, o=ca, email=mrstevens@cityofsacramento.org, c=US Date: 2019.03.06 06:32:09 -08'00' 03/05/2019

\_\_\_\_\_  
 (Signature) \_\_\_\_\_ (Date)

**Other:**

\_\_\_\_\_  
 (Signature) \_\_\_\_\_ (Date)

**Special Instruction/Comments (i.e. recording requested, other agency signatures required, etc.)**

**Recording Requested**

**Other Party Signature Required**

-----FOR CLERK & IT DEPARTMENTS ONLY – DO NOT WRITE BELOW THIS LINE-----

## Hold Harmless Agreement

This **HOLD HARMLESS AGREEMENT** (this "Agreement") is made at Sacramento, California, as of 4/2/2019 ("Effective Date"), by and between the CITY OF SACRAMENTO, a municipal corporation ("CITY"), and

*Northern California Regional Public Safety Training Authority, a Joint Powers Authority  
2409 Dean Street, Suite 119, McClellan, CA 95652*

**WHEREAS**, the Northern California Regional Public Safety Training Authority (hereinafter "JPA") desires to hold harmless the City from any claims and/or litigation arising out of the City's actions in connection with its donation of one pickup truck, identified as:

- 2008 Ford F250, Serial Number 1FTNF20518EA15357 ("Surplus Property")

**NOW THEREFORE**, in consideration of the mutual covenants and conditions herein, the City and the JPA hereby agree as follows:

### TERMS

1. **Property.** The JPA shall be responsible for, all taxes, levies, assessments, and the like arising out of, or in any way connected with, the transfer, dismantling, loading, transportation, removal, possession, or use of the Surplus Property conveyed hereunder. The Surplus Property conveyed hereunder shall be removed from the South Area Corporation Yard (5730 24<sup>th</sup> Street, Sacramento) within 30 days of approval by the City Council. In the event the Surplus Property is not so removed, the 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 JPA.
2. **Exclusion of Warranties.** THE CITY CONVEYS, AND THE JPA ACCEPTS, THE SURPLUS PROPERTY "AS-IS." THE CITY MAKES NO GUARANTEE, WARRANTY, OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE CONDITION, QUANTITY, KIND, CHARACTER, QUALITY, WEIGHT, SIZE, OR DESCRIPTION, OR ITS MERCHANTABILITY, FITNESS FOR ANY USE OR PURPOSE, OR OTHER CHARACTERISTIC OF THE SURPLUS PROPERTY. The JPA agrees that it was given full opportunity to inspect and examine the Surplus Property. The JPA's failure to inspect will not constitute grounds for any claim against the City.
3. **Hold Harmless.** The JPA shall fully defend, indemnify, and hold harmless the City from any and all claims, lawsuits, demands, causes of action, liability, loss, damage and/or injury, of any kind whatsoever (including without limitation, all claims for monetary loss, property damage, equitable relief, personal injury and/or wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local government body or agency, arising

out of, in any way whatsoever, any acts, omissions, negligence, or willful misconduct on the part of the City, its officers, personnel, employees, agents, contractors, invitees, or volunteers. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgements, awards, decrees, attorneys' fees, and related cost or expenses, and any reimbursement to the City for all legal fees, expenses, and cost incurred by it.

4. **Authority to Enter Agreement.** Each Party warrants that the individuals who have signed this Agreement have actual legal power, right, and authority to make this Agreement and bind each respective Party.
5. **Supplementation, Modification and Amendment.** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
6. **Waiver.** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.
7. **Attorney's Fees and Costs.** If any legal action or other proceeding is brought in connection with this Agreement, the successful or prevailing Party, if any, shall be entitled to recover reasonable attorney's fees and other related costs, in addition to any other relief to which that Party is entitled. In the event of a dispute, the court or trier of fact who presides over such legal action or proceeding is empowered to determine which Party, if any, is the prevailing party in accordance with this provision.
8. **Entire Agreement.** This Agreement contains the entire agreement between the Parties related to the matters specified herein and supersedes any prior oral or written agreements between the Parties related to such matters.
9. **Enforceability, Severability, and Reformation.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, constructed as so limited. The intent of the Parties is to provide as broad an indemnification as possible under California law, in the event that any aspect of this Agreement is deemed unenforceable, the court is empowered to modify this Agreement to give the broadest possible interpretation permitted under California law.

10. **Applicable Law.** This Agreement shall be governed exclusively by the laws of California, without regard to conflict of law provisions.

11. **Exclusive Venue and Jurisdiction.** Any lawsuit or legal proceeding arising out of or relating to this Agreement in any way whatsoever shall be exclusively brought and litigated in the federal or state courts of California in Sacramento County. Each Party expressly waives the right to challenge this jurisdiction and/or venue as improper on inconvenient. Each Party consents to the dismissal of any lawsuit that they bring in any other jurisdiction or venue.

Executed as of the day and year first above stated.

[SIGNATURES ON THE FOLLOWING PAGE]

**CITY OF SACRAMENTO**

A Municipal Corporation

By: \_\_\_\_\_

Print name: Hector Barron \_\_\_\_\_

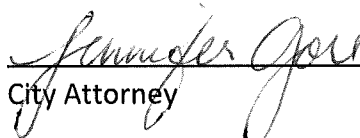
Title: Director, Department of Public Works \_\_\_\_\_

For: Howard Chan, City Manager

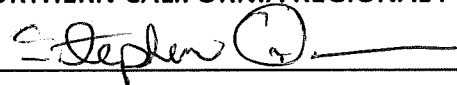
ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

**NORTHERN CALIFORNIA REGIONAL PUBLIC SAFETY TRAINING AUTHORITY (JPA)**

  
\_\_\_\_\_  
Signature of Authorized Person

STEPHEN QUINN, EXECUTIVE DIRECTOR  
Print Name and Title

\_\_\_\_\_  
Additional Signature of Authorized Person

\_\_\_\_\_  
Print Name and Title

**RESOLUTION NO. 2019-**

Adopted by the Sacramento City Council

April 2, 2019

**APPROVAL TO DONATE ONE PICKUP TRUCK FROM THE CITY OF SACRAMENTO TO THE NORTHERN CALIFORNIA REGIONAL PUBLIC SAFETY TRAINING AUTHORITY, A JOINT POWERS AUTHORITY (JPA)**

**BACKGROUND**

- A. The Northern California Regional Public Safety Training Authority (JPA), comprised of the City of Sacramento (Police Department and Fire Department) and Los Rios Community College, which oversees the training facility for the City and is in need for a maintenance vehicle.
- B. The Department of Public Works, Fleet Management Division, has requested approval to donate a surplus vehicle (2008 Ford F250, unit 10711), no longer in service, to Northern California Regional Public Safety Training Authority (JPA).
- C. City Code Chapter 3.80.030 (F) provides that surplus personal property may be donated to another public agency by resolution of the City Council.

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

- Section 1. The donation of a surplus vehicle (2008 Ford F250, unit 10711) to the Northern California Regional Public Safety Training Authority (JPA) is approved.
- Section 2. The City Manager or the City Manager's designee is hereby authorized to enter into a hold harmless agreement, in substantially the same form as attached hereto, between the City of Sacramento and Northern California Regional Public Safety Training Authority and any other documentation required to complete the donation.