
File ID: 2024-01994

1/7/2025

Consent Item 6.

Surplus Property Donation to United Way California Capital Region

File ID: 2024-01994

Location: Citywide

Recommendation: Adopt a **Resolution:** 1) authorizing the donation of one surplus compact truck to United Way California Capital Region; 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: Stacey Chatman, Program Specialist, (916) 808-6711, schatman@cityofsacramento.org; Alison Kerstetter, Fleet Manager, (916) 808-1163, akerstetter@cityofsacramento.org; 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), through its Fleet Management Division, has received a formal donation request from United Way California Capital Region. The request is for one (1) compact truck, which United Way California Capital Region intends to use to transport staff and items to and from public events. This specific vehicle has been identified as surplus by the City of Sacramento, has surpassed its useful operational life and is no longer in service. Donating this vehicle to United Way California Capital Region would not only help to repurpose city resources, but also support their ongoing efforts to build a stronger and healthier community.

Policy Considerations: City Code Chapter 3.80.030 (7) provides that surplus personal 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. In this instance, the recipient meets this criterion, making the organization eligible to receive donated surplus item.

Economic Impacts: None.

Environmental Considerations:

California Environmental Quality Act (CEQA): No environmental review is necessary because the recommendations in this report involve the donation of a vehicle and is not considered to be a project in accordance with Section 15378(b)(2) of the California Environmental Quality Act guidelines.

Sustainability: Not applicable.

Commission/Committee Action: None.

Rationale for Recommendation: The following unit is no longer in service and is surplus to the City's needs: Unit 10289 - 2005 Ford Ranger (Vin# 1FTYR10U75PA81692).

Financial Considerations: In its current condition, the salvage value of the truck is approximately \$650 if the City would sell the unit at public auction. Authorizing and executing the hold harmless agreement would protect the City from any further financial liability associated with the donated truck.

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: 01/07/2025 Contract Expiration Date (if applicable): _____
\$ Amount (Not to Exceed): _____ Adjusted \$ Amount (+/-): _____
Other Party: United Way California Capital Region
Project Title: Surplus Property Donation to United Way California Capital Region
Project #: _____ Bid/RFQ/RFP #: _____
City Council Approval: YES if YES, Council File ID#: 2024-01994

Contract Processing Contacts

Department: Public Works Project Manager: Stacey Chatman
Contract Coordinator: Song Moua Email: smoua@cityofsacramento.org

Department Review and Routing

Accounting:	_____	_____
	(Signature)	(Date)
Supervisor:	_____	_____
	(Signature)	(Date)
Division Manager:	_____	_____
	(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 01/07/2025 ("Effective Date"), by and between the CITY OF SACRAMENTO, a municipal corporation ("CITY"), and the

*United Way California Capital Region
10389 Old Placerville Road, Sacramento, CA 95827*

WHEREAS, United Way California Capital Region desires to acquire from CITY, and CITY desires to donate to United Way California Capital Region, the Surplus Property described below; and

WHEREAS, United Way California Capital Region desires to hold harmless and indemnify CITY from any claims and/or litigation arising out of CITY'S actions in connection with its donation, and United Way California Capital Region's acceptance of the Surplus Property, described as one (1) compact truck, identified as:

- 2005 Ford Ranger, VIN 1FTYR10U75PA81692

NOW THEREFORE, in consideration of the mutual covenants and conditions herein, CITY and United Way California Capital Region hereby agree as follows:

TERMS

1. **Acceptance of Responsibilities.** United Way California Capital Region 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, ownership, or use of the Surplus Property conveyed hereunder. The Surplus Property conveyed hereunder shall be removed from the South Area Corporation Yard (5730 24th Street, Sacramento, CA 95822) within 30 days of approval by the Sacramento City Council. In the event the Surplus Property is not so removed, CITY shall have the unconditional right to sell, donate or otherwise dispose of the Surplus Property at its convenience, by any method it chooses, and without prior notice to United Way California Capital Region.
2. **Exclusion of Warranties.** **CITY CONVEYS, AND UNITED WAY CALIFORNIA CAPITAL REGION 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.** United Way California Capital Region agrees that it was given full opportunity to inspect and examine the Surplus Property. United Way California Capital Region's failure to inspect will not constitute grounds for any claim

against the City.

3. **Hold Harmless and Indemnity.** United Way California Capital Region shall fully defend, indemnify, and hold harmless 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) relating to the Surplus Property and/or CITY'S conveyance of the same, 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 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 CITY for all legal fees, expenses, and cost incurred by it.
4. **Insurance.** United Way California Capital Region shall provide:
 - a. General Liability Insurance providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities performed by or on behalf of United Way California Capital Region, with limits of not less than \$1,000,000 per occurrence.
 - b. Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than \$1,000,000 per occurrence. The policy shall provide coverage for owned, non-owned, and/or hired autos, as appropriate.
 - c. Certificates of insurance and required endorsements evidencing the insurance required. The City, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds under United Way California Capital Region's general liability and automobile coverage.
5. **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.
6. **Supplementation, Modification and Amendment.** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

7. **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.
8. **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.
9. **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.
10. **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.
11. **Applicable Law.** This Agreement shall be governed exclusively by the laws of California, without regard to conflict of law provisions.
12. **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.

CITY OF SACRAMENTO

A Municipal Corporation

By: _____

Print name: Ryan Moore

Title: Assistant City Manager

For: Howard Chan, City Manager

ATTEST:


City Clerk

APPROVED AS TO FORM:

Paul A. Gale

City Attorney

UNITED WAY CALIFORNIA CAPITAL REGION


Dr. Dawnté Early (Nov 20, 2024 13:43 PST)

Signature of Authorized Person

Dr. Dawnté Early President & CEO

Print Name and Title

Additional Signature of Authorized Person

Print Name and Title

RESOLUTION NO. 2025-XXXX

Adopted by the Sacramento City Council

January 7, 2025

**Approval to Donate One Compact Truck to the
United Way California Capital Region**

BACKGROUND

- A. United Way California Capital Region has requested that one compact truck is donated for transporting staff and items to and from public events.
- B. The Department of Public Works, Fleet Management Division, has requested approval to donate surplus units 10289, no longer in service, to United Way California Capital Region.
- C. City Code Chapter 3.80.030 (F) provides that surplus personal property may be donated to any charitable organization 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 the surplus compact truck listed below is approved.

City Unit	Year	Make	Model	Vin
10289	2005	FORD	RANGER	1FTYR10U75PA81692

Section 2. The City Manager or the City Manager’s designee is hereby authorized to enter into a hold harmless agreement between the City of Sacramento and United Way California Capital Region along with any other documentation required to complete the donation.