

ORIGINAL

**AGREEMENT FOR SALE OF
SURPLUS PROPERTY
#CITY OF MARYSVILLE**

THIS AGREEMENT made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as “County”), and Marysville Police Department (hereinafter referred to as “Buyer”).

RECITALS

WHEREAS, County Ordinance Code Section 3.12.210 authorizes the Purchasing Agent to recommend to the Board of Supervisors that items of surplus County property are not required for County use which the Board of Supervisors may then make available for direct sale in accordance with Government Code section 25504.; and

WHEREAS, the Board of Supervisors has determined that the Buyer is a public agency as described in Government Code Section 25372(a); that the surplus property is identified herein as the items on Exhibits “A” and “B”, attached hereto and incorporated by reference; that the intended use of the surplus property is for public purposes.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

A. Buyer certifies that:

1. The Property is needed and will be used by the Buyer for Public Health purposes. The property is not being acquired for any other use or purposes, or for sale or other distribution; or for permanent use outside the state, except with prior written approval of the County.

B. Buyer agrees to the following conditions:

1. In exchange for the Vehicle, the Buyer will pay County the total purchase price of \$4,000.00.

2. The Buyer agrees to register the Vehicle in their name with the California Department of Motor Vehicles within one week of the date of the sale.

3. The property purchased by Buyer is on an “as is”, “where is” basis, without warranty of any kind. The County makes no representations about the condition of the Property being sold. This Vehicle and Dog Box are not salvaged equipment, has not been declared a total loss by an insurance company and has not been repaired pursuant to a Lemon Law.

C. County agrees to the following:

1. Provide the Certificate of Title (including Odometer Disclosure Section), signed by County.

2. The current registration for the vehicle.

3. The County agrees to deliver the Vehicle to Buyer with a current registration and a clear title. County warrants that County is the legal owner of the Vehicle and that the Vehicle is free of all legal claims, liens and encumbrances. The County agrees to pay for and deliver any necessary smog certificate to Buyer before the sale date.

D. Contract Administrator:

1. The County officer or employee with responsibility for administering this Agreement is Kent Taylor, Equipment Superintendent, Community Development Agency – Department of Transportation – Maintenance Unit or successor.

D. Venue:

1. Any dispute shall be resolved in accordance with the laws of the State of California.

E. Indemnity:

1. Buyer shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Buyer's use or operation of Vehicle regardless of the existence of degree of fault or negligence of the county, its officers, employees, or consultants except for the sole or active negligence

of the county. This duty of Buyer to defend set forth in California Civil Code Section 2778.

F. Entire Agreement:

1. This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

Requesting Department Concurrence:

By: _____
Rafael Martinez, Director of Transportation
Community Development Agency

Dated: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first below written.

- - C O U N T Y O F E L D O R A D O - -

Dated: _____

By: _____
Purchasing Agent
"County"

Board of Supervisors Approval

Date: _____ Agenda Item Number: _____

- - D O N E - -

Dated: 08-10-18
By: Ch. S. Sachs
Christian S. Sachs, Chief of Police

Marysville Police Department

"Buyer"

EXHIBIT A

Nº -- 3946

County of El Dorado Property Transfer Request			
<input checked="" type="checkbox"/> Surplus		<input type="checkbox"/> Trade-In	
		<input type="checkbox"/> Inter-Department Transfer	
Transfer from index code: 307220 / ORG 3650500		Transfer to index code:	
Department: CDS Transportation - Fleet		Department:	
Approved (Dept Head) Date <u>7/24/18</u>		Approved (Dept Head) _____ Date _____	
Specific location (address): 2441 Headington Road, Placerville, CA			
Where in facility? Fleet Shop/Yard			
First contact person: Kent Taylor, Equipment Superintendent		Phone: (530) 621-4900	
Second contact person: Lauri Stutts for Julianne Melchor, Dept. Analyst		Phone: (530) 621-7593	

Cty Tag #	Description	Serial/VIN #	Condition
514383	2008 Ford F-350 4WD	1FTWX31518ED80885	Fair
	NOTE: The dog box and lights that are mounted to this truck are also being surplused by HHSA, and are to be included in the sale of this vehicle to the City of Marysville Police Department.		
	** A separate HHSA surplus request will be provided **		
	FLEET: I/C 307220, U/C 92000A / FENIX ORG 3650500		
	Contact: Kent Taylor / Ext 4900		
	ANIMAL SERVICES: FENIX 55ANIML100-55230-50200-SLT /		
	Object 2000		
	Contact: Henry Brzezinski / Ext 6638		
	Amy Higdon / Ext 4836 (HHSA Fixed Assets)		
	CITY OF MARYSVILLE POLICE DEPARTMENT		
	Contact: Kelly Mincer / Phone: (530) 749-3964		
	kmincer@marysvillepd.org		
	Proceeds from the Purchase Agreement are to be split between County Fleet and Animal Services - see remarks below.		
	For Fleet Proceeds: Deposit in Fleet's account per the coding provided above.		

Routing of PTR Form	N/A or Date
Sent to Auditor/Purchasing	<u>7/24/18</u>
Posted to Intranet	
Board Approval	
Pick-up by Contractor	
Copy to Auditor	

Remarks: For surplus without going to auction, in order to sell the vehicle and mounted dog box and lights to the City of Marysville Police Department for the agreed price of \$4,000. County Procurement & Contracts will be the lead on preparing the required Purchase Agreement and securing approval by the County and City.	
Auditor records updated by:	Date:

Do not separate form. **All** parts of form are to be submitted as follows: Surplus only – to Purchasing, Inter-Department transfers – to Auditor
When processing is complete, form will be separated and distributed as follows: White-Auditor, Yellow-To Dept., Copy-From Dept., Copy-Purchasing

