



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: City Manager

Prepared by: Bernadette Sullivan,
Senior Management Analyst

City Manager Approval: _____

TOPIC: SURPLUS VEHICLE SALE

SUBJECT: DECLARE LISTED VEHICLES AND EQUIPMENT AS SURPLUS PROPERTY AND AUTHORIZE THE CITY MANAGER TO SELL, DONATE OR DISPOSE OF VEHICLES

RECOMMENDATION:

Declare the vehicles and equipment listed in the staff report as surplus and authorize the City Manager to sell, donate, or dispose of said vehicles as deemed necessary.

BACKGROUND:

The City of San Rafael periodically reviews its inventory of vehicles and equipment to identify items that are no longer needed for City operations. These items are either outdated, no longer serviceable, or have been replaced by newer models. As part of this ongoing review, the following vehicles and equipment have been identified as surplus:

- Fire Engine 53 (reserve)
- Mobile Shower Truck

Donating and selling the vehicles not only alleviates the City from ongoing service costs but also allows them to be used for a meaningful purpose in a community that can greatly benefit from them.

ANALYSIS:

By declaring these vehicles and equipment as surplus and authorizing their sale or disposal, the City of San Rafael can ensure that these resources continue to serve important community and humanitarian purposes. The donation of Fire Engine 53 to Firefighters Without Borders California and the mobile shower truck to WeHope reflects the City's commitment to supporting both local and global initiatives that align with our values.

1. Fire Engine 53:

Firefighters Without Borders California, a non-profit organization dedicated to providing training and resources to fire departments in Central and South America, has requested the donation of Fire Engine

FOR CITY CLERK ONLY

Council Meeting: _____

Disposition: _____

53. The organization plans to donate the fire engine to the Villa Nueva Fire Department in Guatemala, significantly enhancing its emergency response capabilities.

Firefighters Without Borders California has expressed its commitment to taking full responsibility and liability for the fire engine once the donation is completed. The donation of this reserve fire engine aligns with the City's values of supporting global humanitarian efforts and ensuring that valuable resources continue to serve communities in need.

2. Mobile Shower Truck:

WeHope, a non-profit organization that provides mobile showers and other essential services to people experiencing homelessness and underserved communities, requested the donation of the City's surplus mobile shower truck. WeHope has been a valuable partner in providing essential hygiene services. By enhancing WeHope's capacity to offer mobile showers, this sale will ensure continued and expanded access to these critical services, ultimately benefiting the health and well-being of the entire community. The truck will be used to expand their outreach efforts in San Rafael, including at the newly formed Sectioned Camping Area which will be served once a week by WeHope.

FISCAL IMPACT:

The donation of the fire engine and the sale of the mobile shower truck for \$1 is not expected to have a significant financial impact on the City. Selling the surplus shower truck for \$1 symbolizes a goodwill gesture and a strategic partnership between the City and WeHope. It reflects the City's recognition of the valuable services WeHope provides, while also ensuring that the truck is repurposed for the public good rather than sitting unused. This nominal sale price allows WeHope to maximize their resources for service delivery, ensuring that funds go directly toward expanding their hygiene services for San Rafael's vulnerable populations.

OPTIONS:

The City Council has the following options to consider on this matter:

1. Approve the staff recommendation to declare the vehicles and equipment as surplus and authorize their sale or disposal.
2. Modify the list of surplus items and direct staff to proceed accordingly.
3. Decline to declare the vehicles and equipment as surplus, in which case they will remain in the City's inventory.

RECOMMENDED ACTION:

Declare the vehicles and equipment listed in the staff report as surplus and authorize the City Manager to sell, donate, or dispose of said vehicles as deemed necessary.

ATTACHMENTS:

1. Draft Agreement for Purchase of Mobile Shower Units and Truck
2. Draft Receipt and Hold Harmless Agreement - Fire Fighters Without Borders
3. Letter From Fire Fighter Without Borders

AGREEMENT FOR PURCHASE OF MOBILE SHOWER UNITS AND TRUCK

THIS AGREEMENT is executed on the _____ day of _____, 20__, by the CITY OF SAN RAFAEL, a chartered Municipal Corporation organized and existing under the laws of the State of California, as SELLER, and WEHOPE, a nonprofit corporation organized under the laws of the State of California, as BUYER.

RECITALS

A. SELLER is the legal owner of one 2002 Ford F-350 truck more particularly described as follows:

VIN: 1FTWW32F32EB33319; (hereafter called "Truck").

B. SELLER received the grant funds for the purpose of facilitating the implementation in Marin County of a program to provide mobile shower services to homeless and/or low-income persons throughout Marin County who do not otherwise have regular access to such amenities (the "Shower Program").

C. BUYER is a nonprofit organization called WEHOPE operating a mobile hygiene service that provides free showers to unsheltered individuals throughout the Bay Area, Marin County, and San Rafael. The organization's mission is to help people become healthy, employed and housed using innovative solutions.

D. BUYER has been operating the shower program in Marin County for the past 12 months and provides mobile hygiene services to homeless individuals in five counties and 20 cities throughout the Bay Area and Los Angeles. The BUYER is committed to being the operator of the Shower Program in Marin County.

E. BUYER acknowledges that SELLER is selling the Mobile Showers to BUYER solely for BUYER'S use in operating the Shower Program in Marin County.

NOW, THEREFORE, for in consideration for the mutual promises contained herein, and for other good and valuable consideration as set forth below, the sufficiency of which is acknowledged, SELLER hereby sells the Mobile Showers and Truck to BUYER, on the terms and with the representations set forth below.

1. Purchase Price: The full purchase price for the Mobile Showers and Truck is One Dollar (\$1.00), receipt of which is hereby acknowledged by SELLER.
2. BUYER agrees to take possession of the Mobile Showers and Truck immediately.
3. BUYER hereby grants to SELLER an option to purchase the Mobile Showers and Truck from BUYER for One Dollar (\$1.00) at any time, if the SELLER determines, in the SELLER'S sole discretion, that BUYER is not using the Mobile Showers and Truck

exclusively for the Shower Program in Marin County in cooperation with the Homelessness and Housing Department at the City of San Rafael. Such option shall be superior to the rights of any other party to purchase the Mobile Showers and Truck from BUYER. Upon delivery of the written exercise of the option and tender of the purchase price by SELLER, BUYER shall deliver the Mobile Showers and Truck to SELLER within the next three (3) business days.

4. From and after the effective date of this Agreement, and so long as BUYER owns the Mobile Showers and Truck, BUYER shall indemnify, defend, and hold harmless SELLER from and against all costs, attorney's fees, expenses, claims, obligations, and liabilities related to ownership of the Mobile Showers and Truck or BUYER'S use of the Mobile Showers

WHEREFORE, the Parties have executed this Agreement as of the date first set forth above.

THE CITY OF SAN RAFAEL, SELLER

WEHOPE, BUYER

By: _____
Cristine Alilovich, City Manager

By: _____

ATTEST:

(Printed Name of Corporate Officer)

Lindsay Lara, City Clerk

(Title of Corporate Officer)

APPROVED AS TO FORM:

Robert F. Epstein, City Attorney

RECEIPT AND HOLD HARMLESS AGREEMENT

THIS AGREEMENT is by and between the CITY OF SAN RAFAEL, as CITY, and FIREFIGHTERS WITHOUT BORDERS-CALIFORNIA, INC., as DONEE.

RECITALS

WHEREAS, CITY is the owner of a fire engine, more particularly described as reserve fire engine 53, (the “Fire Engine”), has no need for continued use of the Fire Engine, and is willing to donate the Fire Engine to DONEE; and

WHEREAS, DONEE wishes to acquire the Fire Engine for its own purposes; and

WHEREAS, CITY has advised DONEE, and DONEE acknowledges and understands, that the Fire Engine contains or may contain materials or conditions known to be hazardous to human health; and

WHEREAS, DONEE has represented to CITY that DONEE will accept the Fire Engine in its as-is condition, without warranties or guarantees of any kind.

NOW, THEREFORE, CITY and DONEE hereby agree as follows:

AGREEMENT

1. Effective _____ (the “Effective Date”), CITY hereby donates to DONEE the Fire Engine, and DONEE hereby accepts and takes possession of the Fire Engine.
2. DONEE acknowledges that CITY has advised DONEE that the Fire Engine contains or may contain materials or conditions known to be hazardous to human health, and that CITY is not taking any steps to abate or eliminate any hazards of any kind that may exist in or arise from the Fire Engine, but rather is donating the Fire Engine in its as-is condition.
3. In consideration of CITY's donation of the Fire Engine to DONEE, DONEE agrees to accept and hereby acknowledges receipt of the Fire Engine in its as-is condition.
4. Except as specifically stated herein, CITY makes no representations or warranties to DONEE concerning the Fire Engine, including its suitability for the uses intended for it by DONEE, and from and after the Effective Date, DONEE releases CITY, and its officers, employees, agents and volunteers, from any and all expenses attributable to the Fire Engine, or liability for loss, injury or damages to the Fire Engine, or to DONEE or DONEE'

s real or personal property or to any other person or property, caused by, arising from, connected with or attributable, in whole or in part, to the Fire Engine.

5. Upon the Effective Date, DONEE shall indemnify, defend, and hold harmless CITY, and its officers, employees, agents and volunteers, from and against any and all claims or suits for damages, injury or wrongful death caused by or arising from the Fire Engine. DONEE shall further indemnify, defend, and hold harmless CITY, and its officers, employees, agents and volunteers, from and against all costs, attorney' s fees, expenses, and liabilities related to any claim or any action or proceeding brought within the scope of this indemnification.

WHEREFORE, the parties have executed this Receipt and Hold Harmless Agreement on the date first set forth above.

SELLER, CITY OF SAN RAFAEL

DONEE, FIREFIGHTERS WITHOUT BORDERS-CALIFORNIA, INC.

By: _____
CRISTINE ALILOVICH, CITY MANAGER

[Printed Name]

[Title]

[Address and Telephone Number]



Firefighters without borders California

3301 Alwahnec Way

Cool, Ca 95614

ffwboca@gmail.com

Tax ID 84-4844667

August 17th, 2024

Dear Mayor and City Council of San Rafael,

I am writing on behalf of Firefighters Without Borders California, a non-profit organization that works to provide training that focuses on Emergency Medical Services, Structural Firefighting, Wildland Firefighting, Rope Rescue Services, and Firefighter Safety and Survival in and around Central and South America. We are reaching out to request a donation of a reserve fire engine 53 from the city of San Rafael to support our mission.

Our organization relies on donations and support from the community to fund our operations and make a positive impact on those we serve. We are confident that the addition of fire engine 53 donation to our organization, which we would then donate to the Villa Nueva Fire Department in Guatemala, would greatly enhance their ability to respond to emergencies and aid those in need.

We understand that a fire engine is a valuable resource for the city of San Rafael and appreciate your consideration of this request. If you have any questions or need further information about our organization, please do not hesitate to contact us.

Thank you in advance for your consideration and the support of our mission. If we are to receive this valuable donation, Firefighters Without Borders would take on full responsibility and liability of the apparatus. We hope to hear from you soon and look forward to the opportunity to work together to make a difference in the lives of those in need.

Sincerely,

Angel Landaverde

President of Firefighters Without Borders California