

## **NOTICE OF INTENDED DONATION OF SURPLUS FLEET VEHICLES**

In accordance with [City Policy 1-20](#), Donation of Surplus Personal Property, and Section 4.16.250 of the San José Municipal Code, the following donation was approved by City Council Rules and Open Government Committee for posting for 30 days. Eligible public or government agency, volunteer fire department, or nonprofit corporation may submit a Donation Request Form and Disclaimer Form provided at the end of this notice.

All donations shall be without warranty, express or implied, and the transferee shall agree to defend, indemnify and hold harmless the City, its officers and employees, from any claim, cause of action, damage, loss or liability arising out of the condition of the property or its use by the organization or subsequent transferee, as required in SJMC Section 4.16.250 C.

### **1. DESCRIPTION OF SURPLUS ITEM**

The City has retired the following vehicle from the active San José fleet because of age, mechanical and operational obsolescence.

2011 Ford Crown Victoria Marked Patrol Sgt Sedan

- 2011 Ford Crown Victoria
- General Description – Marked Sedan (Sargent)
- Condition - As is (no warranty)
- Meter Reading: 61,295

Photograph of the vehicle is included in this Notice.

Pursuant to Council Policy 1-20, the City is required to determine interest from organizations that would like to be considered as donees for this property.

### **2. CONTACT**

For additional information or request to inspect the vehicle, please contact:

Mario Razo  
1661 Senter Road, Bldg. F  
San José, CA 95112  
Office (408) 975-7131  
[Mario.razo@sanjoseca.gov](mailto:Mario.razo@sanjoseca.gov)

The City will coordinate inspection by interested donees. To schedule your inspection, please email the contact listed above.

### **3. ELIGIBLE ORGANIZATIONS**

Priority shall be given to organizations on the basis of how likely the donation of surplus property will benefit local residents with preference given to governmental agencies and volunteer fire departments over non-profit organizations. Organizations that are eligible donees are listed below:

- Government Agencies

- Volunteer Fire Departments
- Non-Profit Organizations that are so classified per Internal Revenue Code Section 501(c) (3), and who also meet one of the following:
  1. Must currently provide a service that compliments or serves a common client base of an existing City program.
  2. Must be able to utilize the donation to further a special project or geographically focused City effort or benefits a particular group such as the elderly, low income families, the homeless population, or any group or community the City wishes to provide assistance to.

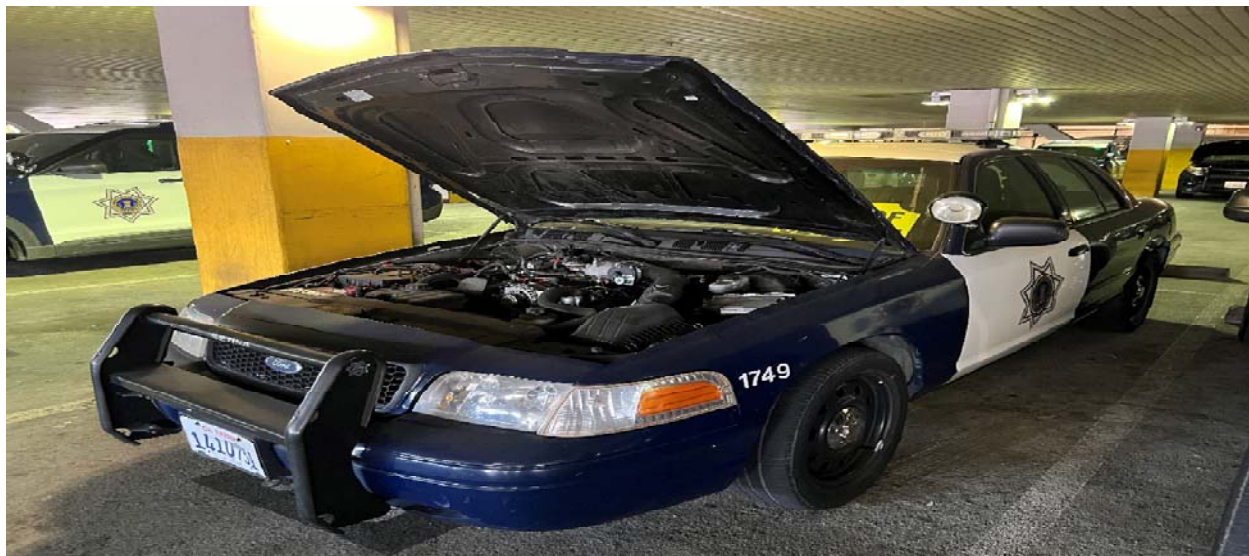
#### **4. HOW TO SUBMIT REQUEST FOR DONATION**

Eligible organizations may request consideration for donation items by submitting the Donation Request Form, attached. As a condition to final selection, organizations recommended for selection as donees will be required to sign the attached Disclaimer Form. Submission of the attached Disclaimer Form does not guarantee final selection; organizations which are finally selected as donees shall be notified in writing by the Director of Finance or designee.

#### **5. DEADLINE FOR APPLICATIONS**

The deadline to submit the Donation Request Form and Disclaimer Form (attached) is January 6<sup>th</sup>, 2024 by 4:00 pm (Pacific Time) and must be submitted to the contact person listed above in Section 2.

#### **Photo of the 2011 Ford Marked Patrol Crown Victoria**



## DONATION REQUEST FORM

1. Type of Organization:

- Government Agency
- Volunteer Fire Department
- Non-Profit Organization

2. Name of Group/Organization:

If Non-Profit, you must be a recognized Internal Revenue Code Section 501 (c) (3) Organization.	<input type="checkbox"/> Yes <input type="checkbox"/> No  Attach documentation	Tax ID: _____ - _____
Contact Name:		Title:
Email:		Telephone #:

3. Select which item(s) you are requesting:

- 2011 Ford Crown Victoria Marked Patrol Sedan

4. Provide information about your Organization (attach separate page if necessary):

5. Describe intended use of donation and the benefit to your Organization and local residents to be derived from donated item being requested (attach separate page if necessary):

In addition, please be aware of the following:

- a. When requested to do so, prospective donees will be required to sign the attached Disclaimer Form, which contains conditions applicable to the donation, including an acknowledgement that the donation will be made on an “as is” basis without warranties of any kind and an indemnity in favor of the City.
- b. Prior to final selection, prospective donees will be required to inspect the items requested to be donated.
- c. Selected donees will be required to pick up the donated property at a designated facility.

### DISCLAIMER AND OTHER CONDITIONS OF DONATION

As an authorized representative of \_\_\_\_\_ (“Donee”), I have read, understand and accept the conditions of donation as outlined below on behalf of the Donee:

Conditions of donation of the following “Donated Equipment”:

Select Item	Item Description	Condition
<input type="checkbox"/>	2011 Ford Crown Victoria Marked Sedan	AS IS

The following conditions are hereby incorporated as conditions to the donative transfer of the Donated Equipment from the City of San José, California to Donee.

**1. DISCLAIMER**

THE DONATED EQUIPMENT WILL BE TRANSFERRED ON AN “AS IS” BASIS WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF TITLE, WARRANTY AGAINST INFRINGEMENT OF PATENT OF SIMILAR RIGHTS, OR WARRANTY THAT THE DONATED EQUIPMENT CAN BE SAFELY USED AT ALL, and no affirmation of the City, by words or action, will constitute a warranty as to the donated equipment.

THE ENTIRE RISK AS TO THE QUALITY, CONDITION AND PERFORMANCE OF, AND TITLE OR OTHER RIGHTS TO, THE DONATED EQUIPMENT IS WITH DONEE, AND SHOULD THE DONATED EQUIPMENT OR TITLE OR OTHER RIGHTS THERETO PROVE DEFECTIVE FOLLOWING THE TRANSFER, DONEE, AND NOT THE CITY ASSUMES THE ENTIRE RISK OF USE AND COST OF ALL NECESSARY SERVICING, REPAIR OR DEFENSE.

**2. INDEMNIFICATION**

Donee agrees to defend, indemnify and hold harmless City, its officers and employees, from and against any and all claims, causes of action, damages, losses or liabilities arising out of or resulting in any way from the condition of the Donated Equipment or its ownership or use by Donee or subsequent transferee of the Donated Equipment.

**3. USE OF DONATED EQUIPMENT**

Donee covenants that the Donated Equipment shall be used for the benefits which are described in the Donation Request Form submitted by Donee with respect to the Donated Equipment.

**4. INSPECTION; NO PROFIT OR FEE**

Donee certifies that:

- i) Donee acknowledges condition of the Donated Equipment, as described above, that the City offered Donee the opportunity to fully inspect the Donated Equipment and demanded that Donee inspect the Donated Equipment, and that Donee undertook such inspection; and
- ii) no one involved in the donative process has received or shall receive a profit or fee in relation to the Donated Equipment.

**5. PICKUP OF DONATED EQUIPMENT**

Donee will be required to pick up the Donated Equipment at a facility as designated by City.

Name of Organization: \_\_\_\_\_  
Name: \_\_\_\_\_ Signature: \_\_\_\_\_  
Title: \_\_\_\_\_ Date: \_\_\_\_\_

