

RESOLUTION NO. 91-110

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF EL PASO DE ROBLES DECLARING CERTAIN
ITEMS OF EQUIPMENT AS SURPLUS AND AUTHORIZING
ITS SALE BY AUCTION BY WEST COAST AUCTIONEERS

WHEREAS, the Government Code of the State of California allows for the disposition of surplus equipment; and

WHEREAS, the attached list marked as Exhibit "A" has been designated by the respective department heads as surplus equipment; and

WHEREAS, it is the intent of the City Council of the City of Paso Robles to sell said surplus equipment at an auction.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of El Paso de Robles does hereby:

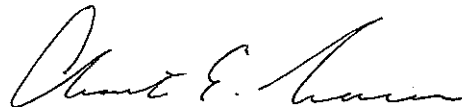
- (1) Declare the attached list marked Exhibit "A" as surplus equipment; and
- (2) Authorizes the disposal of said equipment by public auction.
- (3) Authorizes the execution of an auction agreement with West Coast Auctioneers attached herewith as Exhibit "B" to provide auctioneering services and authorizes the Director of Administrative Services to execute said agreement.

APPROVED AND ADOPTED this 20th day of August, 1991 by the following roll call vote:

AYES: Martin, Picanco, Reneau, Russell and Iversen

NOES: None

ABSENT: None



Christian Iversen, Mayor

ATTEST:


Dawn Hudson, Deputy City Clerk

surplus.reso

Exhibit "A"

CITY OF PASO ROBLES
Schedule of Surplus Property

Department Name:

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Item Description :	Item Location:	Model No.	Serial No.
Calculator	Old Post Office	Casio	6201726
Calculator	Old Post Office	Victor 12PD	7012449
Plastic Diskette Holder	Old Post Office		
Metal File Cabinet, Index Card	Old Post Office		
Metal Mail Tray	Old Post Office		
Telephone Number Index Finder	Old Post Office	Bates	
Phone, Single Line, Wall	Old Post Office		
Oak Wood File Cabinet, Index Card	Old Post Office		
Manual Paper Collators	Old Post Office		
Secretarial Chair	Finance Office		
Cardboard File Cabinet, Index Card	Old Post Office		
Radiation Detector/with Batteries (16)	Old Post Office		
Air Purifier & Filter	Old Post Office		
Traffic Sensors (2)	Old Post Office	TSC 200	3K1594,98
Typewriter	Library Basement	Royal	4946796
Typewriter	Library Basement	IBM	M057077
Wire Paperback Rack	Library Basement		
Date Book Charger	Library Basement	Gaylord	12834
Microfiche Reader	Library Basement	253-1	21761
Electrical Lawn Mower	Old Post Office	Black & Decker	
Tennis Racquets (2)	Old Post Office		
Wheelchair	Old Post Office		
Bicycles (125)	Old Post Office	Refer to List	
1982 Ford Sedan	Municipal Shop (admin)	Unit #105	134361
1976 Dodge P/U	Municipal Shop (water)	Unit #501	D14760
1979 Dodge P/U	Municipal Shop (water)	Unit #546	104839
1982 GMC s-15 P/U	Municipal Shop (com.serv)	Unit #553	512101
1979 Dodge P/U	Municipal Shop (com.serv)	Unit #540	100201
Riding Lawn Mower	Municipal Shop (com.serv)	Hustler	
1980 Chev Sedan	Municipal Shop (com.serv)	Unit #571	111575
Equipment Trailer	Municipal Shop (streets)		
Air Compressor	Municipal Shop (streets)	Gardner	
1979 GMC P/U	Municipal Shop (streets)	Unit #702	501220

CITY OF PASO ROBLES
Schedule of Surplus Property

Department Name: City of Paso Robles

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Item Description :	Item Location:	Model No.	Serial No.
1987 Dodge Sedan -replaced fy'90	Municipal Shop	Diplomat #602	771915
1987 Dodge Sedan -replaced fy'90	Municipal Shop	Diplomat #609	128038
1989 Dodge Sedan -replaced fy'91	Municipal Shop (crashed vehicle)	Diplomat #604a	305093
1989 Chev Sedan -replaced fy'91	Municipal Shop (crashed vehicle)	Caprice #607	205407
1985 Ford Sedan -replaced fy'90	Municipal Shop	LTD #612	ZZ3954
1983 Ford Sedan -replaced fy'91	Municipal Shop	Futura #610	148352
1984 Buick -replaced fy'91	Municipal Shop	Century #600	494784
1983 Motorcycle -replaced fy'91	Municipal Shop	Kawasaki RZ100	
1989 Chev Sedan -replaced fy'91	Municipal Shop	Caprice #601a	205999

Exhibit "B"

AGREEMENT

THIS AGREEMENT is made and entered into in the City of Paso Robles on this 20th day of August, 1991, by and between the CITY OF PASO ROBLES, a municipal corporation, hereinafter referred to as CITY, and West Coast Auctioneers, hereinafter referred to as CONTRACTOR for the purpose of providing auctioneering services for the CITY's surplus equipment.

In consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

1. TERM. The term of this Agreement shall be from the date this Agreement is made and entered, as first written above, for a period of one year.

2. CITY'S OBLIGATIONS. For furnishing services as specified in this Agreement, City will pay and Contractor shall receive therefor compensation as follows:

15% on items selling for \$1,000 or more
20% on items from \$250 to \$999
25% on items from \$10 to \$249
40% on items under \$10
05% on Real Estate
Consulting fees at \$75 per hour after the first 20 hours per year.

3. CONTRACTOR'S PUBLICATIONS. For and in consideration of the payments and agreements hereinafter mentioned and performed by CITY, CONTRACTOR agrees with CITY to furnish the services and to do everything required by this Agreement and the said specifications. Without limiting the generality of the foregoing, CONTRACTOR warrants on behalf of itself and all subcontractors engaged for the performance of this Agreement that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

4. HOLD HARMLESS AND INDEMNIFICATION. CONTRACTOR agrees to defend, indemnify and hold harmless CITY, its officials, officers, employees, representatives and agents, from and against all claims, lawsuits, liabilities or damages of whatever nature arising out of or in connection with, or relating in any manner to any act or omission of CONTRACTOR, its agents, employees and subcontractors of any tier and employees thereof in connection with the performance or non-performance of this Agreement. The CONTRACTOR shall thoroughly investigate any and all claims and indemnify the CITY and do whatever is necessary to protect the CITY, its

officials, officers, employees, agents and representatives, as to any such claims, lawsuits, liabilities, expenses or damages.

5. AMENDMENTS. Any amendment, modification, or variation from the terms of this Agreement shall be in writing and shall be effective only upon approval by the Director of Administrative Services.

6. TERMINATION. If during the term of this Agreement, the CITY determines that CONTRACTOR is not faithfully abiding by any term or condition contained herein, CITY may notify CONTRACTOR in writing of such defect of failure to perform; which notice must give CONTRACTOR in writing of such defect or failure to perform; which notice must give CONTRACTOR a ten-day notice of time thereafter in which to perform said work or cure the deficiency. If CONTRACTOR has not performed the work or cured the deficiency within the ten days specified in this notice, such shall constitute a breach of this Agreement and CITY may terminate this Agreement immediately by written notice to contractor. Thereafter, neither party shall have any further duties, obligations, responsibilities or rights under this Agreement except, however, any and all obligations of CONTRACTOR'S surety shall remain in full force and effect, and shall not be extinguished, reduced, or in any manner waived by the termination hereof. In said event, CONTRACTOR shall be entitled to the reasonable value of its services performed from the beginning of the period in which the breach occurs up to the day it received the CITY'S Notice of Termination, minus any offset from such payment representing the CITY'S damages from such breach. CITY reserves the right to delay any such payment until completion or confirmed abandonment of the project, as may be determined in the CITY'S sole discretion, so as to permit a full and complete accounting of costs. In no event, however, shall CONTRACTOR be entitled to receive in excess of the compensation quoted in its bid.

7. COMPLETE AGREEMENT. This written Agreement, including all writings specifically incorporated herein by reference, shall constitute the complete agreement between the parties hereto. No oral agreement, understanding or representation not reduced to writing and specifically incorporated herein shall be of any force or effect, nor shall any such oral agreement, understanding or representation be binding upon the parties hereto. It shall be assumed that the specifications and proposals of the City of San Luis Obispo are being utilized by the CITY except that the fees in paragraph 3 of this agreement shall prevail over fees stated in the proposal.

8. ANTI-DISCRIMINATION. In the performance of the terms of this Agreement, CONTRACTOR, agrees that it will not engage in, nor permit such subcontractors, as it may employ, to engage in discrimination in employment of persons because of age, race, color, sex, national origin or ancestry, or religion of such persons. Violation of this provision may result in the imposition of penalties referred to in Labor

Code Section 1735.

9. AUDIT. CITY shall have the option of inspecting and/or auditing all records and other written materials used by CONTRACTOR in preparing its statements to CITY.

10. NOTICE. All written notices to the parties hereto shall be sent by United States mail, postage prepaid by registered or certified mail addressed as follows:

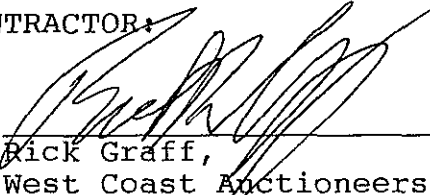
CITY: Director of Administrative Services
ATTN: Michael J. Compton
P.O. Box 307
Paso Robles, CA. 93447

CONTRACTOR: Rick Graff
West Coast Auctioneers
150 Marquita
Paso Robles, CA 93446

11. AUTHORITY TO EXECUTE AGREEMENT. Both CITY and CONTRACTOR do covenant that each individual executing this agreement on behalf of each party is a person duly authorized and empowered to execute Agreements for such party. IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

ATTEST: CITY OF PASO ROBLES, A Municipal Corporation

By: _____
Michael J. Compton,
Director of Administrative Services

CONTRACTOR:
By: 
Rick Graff,
West Coast Auctioneers

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