

CITY OF EL CENTRO

POLICY STATEMENT

Policy Statement No: 302
Category: Financial Management
Subject: Disposal of City Property

Adopted: 07/98
Revised:
Distribution: All Departments

I Purpose

The purpose of this policy statement is to establish alternatives for the disposal of certain personal property owned by the City consistent with Division 5 Chapter 2 of the El Centro Code.

II Definitions

City property - As used in this policy statement, City property is equipment, supplies, furniture, furnishings, etc. As used in this policy statement City property shall exclude real and unclaimed evidentiary property.

Obsolete property - As used in the policy statement, obsolete property is City property which has functional usefulness, but is either no longer needed in the service of the City or is not fit for the purpose intended.

Scrap property - As used in the policy statement, scrap property is City property that has no functional usefulness, is no longer capable of performing its intended function without costly repair, and has no trade-in value or use by another Department.

III Procedure

Obsolete Property

1. Departments with obsolete property may submit to the Finance Department a listing of such property on the Obsolete Property Form.

The Finance Department will circulate obsolete property listings to all Departments for review. Departments may indicate items that they want and return the list to the Finance Department.

2. Obsolete City property not needed by any City department may be donated to nonprofit or charitable organizations.

A lottery drawing will establish which interested nonprofit or charitable organizations will receive City obsolete property.

The date, location, time, and other lottery procedures by which obsolete property will be donated will be established by the Finance Department and approved by the City Manager on an event by event basis.

If the total value of property donated to a nonprofit or charitable organization exceeds \$2,500, the donation must be approved by the City Council.

Donated City obsolete property may not be used by a nonprofit or charitable organization for resale. Prior to taking delivery of donated City obsolete property a nonprofit or charitable organization, as donee, shall sign an Agreement Not to Sell or Barter City-Donated Property and a Disclaimer of Implied Warranties and Indemnification Agreement.

3. Nothing in this Policy Statement shall prohibit the Director of Administrative Services from disposing of City property pursuant to Section 2-182 of the El Centro Code.

Scrap Property

The Director of Administrative Services may dispose of scrap property by negotiated sale to persons licensed pursuant to Chapter 14 of the El Centro Code.

Departments with scrap property may submit to the Finance Department a listing of such property on the Scrap Property Form.

Symbolic or Ceremonial Property

City property of a nominal value that is of a symbolic or ceremonial nature, may be given to a terminating or retiring employee upon approval of the City Manager.

AGREEMENT NOT TO SELL OR BARTER
CITY-DONATED PROPERTY

As a duly authorized representative of the organization indicated below, I agree that items donated by the City of El Centro, described in Exhibit A attached hereto, to this organization will be used in furtherance of the purposes of the organization and shall not be sold or used for barter.

Dated: _____

Donee Organization: _____

Donee Representative: _____

(Title)

Approved by
City of El Centro: _____

(Title)

DISCLAIMER OF IMPLIED WARRANTIES
AND
INDEMNIFICATION AGREEMENT

The goods delivered by the City of El Centro, described in Exhibit A attached hereto, are delivered AAS IS@ and the City does not warrant that they are of merchantable quality, that they are safe, or that they can be used for any particular purpose.

No express warranties are given and no affirmation of the City, by words or action, will constitute a warranty. The goods are being delivered on a AWith All Faults@ basis. The entire risk as to the quality of the goods is with the recipient. Should the goods prove defective following their delivery, the recipient, and not the City, assumes the entire risk of liability and cost of all necessary servicing or repair.

The recipient shall defend, indemnify and hold the City of El Centro and its officers and employees harmless from any claims, causes of action, costs (including attorneys= fees), or liability arising out of or in any way connected with the use of the goods.

Dated: _____

Donor:

Donee:

City of El Centro

By _____

By _____

(Title)

(Title)