

**CITY AND COUNTY OF SAN FRANCISCO
AIRPORT COMMISSION**

SALE AGREEMENT

between

CITY AND COUNTY OF SAN FRANCISCO AND COUNTY OF VENTURA

THIS SALE AGREEMENT (“Agreement”) is made as of **AUGUST 1, 2023**, in the City and County of San Francisco, State of California, by and between **COUNTY OF VENTURA** (“Buyer”) and the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation (“City”) acting by and through its Airport Commission (“Commission”),

RECITALS

WHEREAS, Commission desires to sell surplus ARFF Unit #37 1999 Oshkosh Ti1500 (VIN# 10TBK8Z12XA065312) (“Fire Truck”), and Buyer desires to buy the Fire Truck, on the terms here specified; and

WHEREAS, City conducted a process to determine that Buyer is eligible to purchase the Fire Truck based on applicable laws; and

WHEREAS, City desires to sell the Fire Truck based on the terms and conditions set forth herein; and

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which is acknowledged, the parties agree as follows:

1. Approval of Purchaser Required. Sale of the Fire Truck must be approved by the City’s Purchaser pursuant to Administrative Code 21.03(i)(1), and such approval was granted by the City’s Purchaser.

2. Terms of Sale.

a. The Buyer will accept the Fire Truck and pay for the Fire Truck in the sum of \$14,000.00 (“Purchase Price”), paid by ACH or wire transfer pursuant to Section 12 of this Agreement. The Purchase Price is exclusive of sales tax.

b. The Buyer will make payment for the Fire Truck at the time and place where the Fire Truck is received by the Buyer, or, in the alternative, when any document of title or registrable bill of sale, bearing any necessary endorsement, is tendered to the Buyer.

c. The Fire Truck will be considered received by the Buyer when accepted for delivery by the Buyer’s carrier who will deliver the Fire Truck to the Buyer at Oxnard Airport, 2889 W Fifth St, Oxnard, CA 93030. The method of shipment will be at the risk of and the responsibility of Ventura County.

d. Once the terms of sale as listed in Section 2(b) of this Agreement are met, this transaction will be deemed closed. However, Sections 3, 8, 9, 10, and 11 relating to As-Is Condition of Fire Truck, Release of Claims, Indemnification, Assumption of Risk, and Limitation on Liability of City will survive the term of this Agreement.

3. “As-is” Condition. The City is selling the Fire Truck in an as-is condition and disclaims all liability from the moment of transfer. Buyer acknowledges that the City makes no representations, warranties, express or implied, or guarantees about the Fire Truck, including, but not limited to, condition, merchantability, fitness for any particular purpose, or any implied warranty arising from course of performance, course of dealing or usage of trade. The City will not provide any instructions, follow up services, replacement parts or repairs related to the Fire Truck.

4. Reserved.

5. Restrictions on Sale of Fire Truck.

6. Title. Title to the Fire Truck will remain with the City until delivery and actual receipt of the Fire Truck by the Buyer or, in the alternative, the City delivers a document of title or registrable bill of sale of the Fire Truck, bearing any necessary endorsement, to the Buyer.

7. Buyer to Pay All Taxes. Buyer shall pay to the appropriate governmental authority, as and when due, any and all taxes, fees, assessments or other governmental charges, including possessory interest taxes and California sales and use taxes, levied upon or in connection with this Agreement.

8. Release of Claims. Buyer waives and releases all claims against the City, its officers and employees with respect to any and all injury, disability, death, loss or damage to property resulting from possession, use, non-use or misuse of the Fire Truck, regardless of the cause, except for injuries or damages arising from City’s gross negligence, intentional wrongdoing, or reckless disregard for or indifference to the rights of others. Buyer agrees not to sue the City on the basis of these waived and released claims, including without limitation any claims for indemnification of third party claims against Buyer arising from use of the Fire Truck. Buyer waives and releases all other known and unknown claims at the time this document is executed. Buyer understands that this release extends to claims that it does not know or does not expect to exist at the time of the signing of this release, and it hereby waives the protections of California Civil Code Section 1542.

9. Indemnification. Buyer shall hold City harmless from and against any claims arising from its use or non-use of Fire Truck. Buyer shall indemnify, defend and hold harmless City from and against any and all claims, causes of action, regulatory demands, liabilities, fines, penalties, losses, and expenses, including without limitation clean-up or other remedial costs and attorneys’ fees, resulting or arising from the existence of any Hazardous Materials associated with the Fire Truck. For purposes of this Section 9, Hazardous Materials means (a) any material that, because of its quantity, concentration or physical or chemical characteristics, is deemed by any federal, state, or local governmental authority to pose a present or potential hazard to human health or safety or to the air, water or soil and (b) any materials, substances, products, byproducts, waste or other materials of any nature or kind whatsoever whose presence in and of itself or in combination with other materials, substances, products, byproducts, or waste gives rise to liability under any Environmental Laws.

10. Assumption of Risk. Buyer acknowledges there are certain risks of injury that may arise from the use or misuse of the Fire Truck, including the risk of injury, disability or death. Buyer assumes full responsibility for all risks arising directly or indirectly from the possession, use or misuse of the Fire Truck, both known and unknown, regardless of the cause.

11. Limitation on City Obligations. The City has no other obligations to Buyer with respect to this agreement, including but not limited to an absolute prohibition on compensation from the City associated with this agreement. City is not authorized to expend funds in the performance of its obligations under this agreement. Fire truck will be trailered to Oxnard Airport at the expense and risk of Buyer.

12. Payment. Buyer agrees to transfer the Purchase Price electronically when the requirements of Section 2(b) are satisfied to the City and County of San Francisco's account either through the Federal Wire System or ACH, pursuant to the Wire and ACH Instructions attached to this Agreement as Exhibit A.

13. Counterparts and Digital Signatures. This Agreement may be executed in counterparts. City and Buyer consent to the use of Digital Signatures to execute this Agreement. For this purpose, "Digital Signature" means an electronic identifier, created by a computer, intended by the party using it to have the same force and effect as the use of a manual signature.

14. Governing Law; Venue. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

15. Entirety of Agreement. This Agreement constitutes the entire agreement between the City and Buyer and there are no further items or provisions, either oral or otherwise. The Buyer acknowledges that it has not relied upon any representations of the Seller as to prospective performance of the Fire Truck.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first specified herein. The signatories to this Agreement warrant and represent that they have the authority to enter into this agreement on behalf of the respective parties and to bind them to the terms of this Agreement

CITY

BUYER:

<<INSERT CITY DEPARTMENT OR
COMMISSION IN ALL CAPS>>

COUNTY OF VENTURA

By: _____

By: _____

<<INSERT NAME OF SIGNATOR>>

Print Name: _____

<<INSERT TITLE>>

Approved as to Form:

David Chiu
City Attorney

Title: _____

Federal Tax ID #: _____

Approved:

By: _____
[name of Deputy City Attorney]
Deputy City Attorney

By: _____
[name of Purchaser or
"Name: _____"]