

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

DEPARTMENT: Financial Services Department/General Services Department

AGENDA DATE: September 13, 2011

CONTACT PERSON NAME AND PHONE NUMBER: Carmen Arrieta-Candelaria [(915) 541-4011]

DISTRICT(S) AFFECTED: All

SUBJECT:

APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

Authorize the City Manager to sign a Contract of Sale between the City of El Paso ("El Paso") and the City of Anthony, New Mexico ("Anthony") for the sale of one 1997 Ford F-350 1 ton Flat Bed Chassis with attachments and related equipment, at a total sale price of \$5,350.00.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

The attached Contract of Sale allows El Paso to sell a 1997 Ford F-350 1 ton Flat Bed Chassis to Anthony for the total sales price of \$5,350.00. The equipment has been deemed surplus by El Paso and Anthony has expressed an interest in acquiring the equipment. Anthony has recently incorporated as a municipality and has been looking for equipment to start up its operations.

The equipment is being sold "AS IS" and is being sold at its fair market value at the time of sale. Financial Services has determined the market value based on historical cost and depreciation to date as well as other market resources. The equipment will be transferred to Anthony at El Paso's San Paulo Dr. location. El Paso Department of Transportation has recommended the transfer of the equipment to Anthony as well.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?
Yes, the City of El Paso has sold equipment to surrounding entities in the past.

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

\$5,350 will be deposited in the Capital Assets Fund (27503).

BOARD / COMMISSION ACTION:

Enter appropriate comments or N/A

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:

Carmen Arrieta-Candelaria

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

Information copy to appropriate Deputy City Manager

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

THAT the City Manager be authorized to sign a Contract of Sale between the CITY OF EL PASO and THE CITY OF ANTHONY, NEW MEXICO for the sale of one 1997 Ford F-350 1 ton Flat Bed Chassis with attachments and related equipment, at a total sale price of FIVE THOUSAND THREE HUNDRED FIFTY DOLLARS AND NO/100 CENTS (\$5,350.00).

ADOPTED this ____ day of September, 2011.

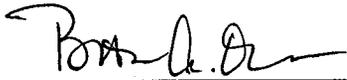
CITY OF EL PASO

John Cook
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Bertha A. Ontiveros
Assistant City Attorney



Carmen Arrieta-Candelaria
Chief Financial Officer

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

CONTRACT OF SALE

This agreement entered into this _____ day of September, 2011, by and between the CITY OF EL PASO, a Texas municipality, hereinafter referred to as the "SELLER," and CITY OF ANTHONY, NEW MEXICO, hereinafter referred to as "BUYER",

RECITALS

WHEREAS, the SELLER's Department of Transportation has a used graffiti truck (1997 Ford F-350 1 ton Flat Bed Chassis, including attachments and related equipment, as further described herein) which is surplus and no longer required by the SELLER ("Equipment"); and

WHEREAS, the BUYER desires to purchase the Equipment from SELLER.

WITNESSETH

NOW THEREFORE, for and in consideration of the terms, provisions and mutual promises that are established in this document, the Parties agree as follows:

1. The SELLER City of El Paso hereby sells to BUYER City of Anthony, New Mexico, at fair market value, the following described used equipment, which shall hereinafter be referred to as the "Equipment":

	<u>Description</u>	<u>Amount</u>
(a)	1997 Ford F-350 1 ton Flat Bed Chassis with attachments 105,822 miles VIN # 3FELF47F1VMA37809	\$4,000
(b)	Ingersoll Rand Air Compressor	\$ 700
(c)	300 Gallon Water Tank	\$ 150
(d)	Pressure Washer	\$ 100
(e)	Media Pot w/blasting hose	\$ 400

2. The total sale price for the Equipment herein described shall be FIVE THOUSAND THREE HUNDRED FIFTY DOLLARS AND NO/100 CENTS (\$5,350.00) in United States currency payable on or before September 30, 2011. Payment shall be made to the City of El Paso and shall be remitted to the following address:

City of El Paso
Office of the Comptroller
2 Civic Center Plaza
El Paso, Texas 79901-1196

Any and all registration or licensing fees for the Equipment are the sole responsibility and liability of BUYER.

3. BUYER agrees to pay all costs incurred for the transportation of the Equipment from its location in El Paso, Texas to its final destination. To the extent that there is any tax imposed by federal, state or other governmental authority on the sale of the Equipment, such tax will be paid by Buyer in addition to the sale price. The Equipment is to be claimed at 7969 San Paulo Dr., El Paso, Texas 79907; contact person – Daryl Cole, (915) 621-6750.

4. Upon receipt of the sale price and a properly executed Contract of Sale, the SELLER shall remit over title to the Equipment to BUYER, and thereafter, all Equipment shall become the sole property and responsibility of BUYER.

5. Once the Equipment has been transported to BUYER's destination, BUYER will return the Texas license plates to the SELLER.

6. **The Equipment is sold "as is" and without warranty of any kind. The SELLER disclaims any warranties, expressed or implied, made to BUYER, or to any other person or organization, including without limitation, any warranties regarding quality, suitability, merchantability, and fitness for a particular purpose. The SELLER shall not be liable for any loss or damage to BUYER nor to anyone else in whatsoever cause may arise, whether by use, repair, maintenance or any failure of the Equipment purchased.**

7. Liability for property damage or injury, disability and death of any person caused by the use, handling or transportation of the Equipment following the purchase of the Equipment shall be assumed by BUYER and to the extent permitted by law, BUYER shall indemnify and hold the SELLER harmless against all such liability. Should such liability arise, BUYER agrees to comply with all requirements for the satisfaction of debts.

8. This Contract of Sale is executed in Texas, and all rights and liabilities hereunder shall be determined in accordance with the law of Texas. Venue shall be in El Paso County, Texas.

9. Any notices required under this Contract shall be sufficient if sent by certified mail, return receipt requested to the following addresses:

SELLER: City of El Paso
Attn: City Manager
2 Civic Center Plaza, 10th Floor
El Paso, Texas 79901-1196

With copy to:

City of El Paso
Financial Services Department
Attn: Chief Financial Officer
Two Civic Center Plaza, 10th Floor
El Paso, Texas 79901-1196

BUYER: City of Anthony, New Mexico
Attn: Mayor
P. O. Box 2663
Anthony, NM 88021

With copy to:

City of Anthony, New Mexico
Attn: Mayor
320 Lincoln Street
Anthony, NM 88021

or to any other place specifically designated by a party in writing to the other party.

10. It is further understood that this Contract of Sale contains the entire agreement of the parties and that all prior understandings and conversations, whether oral or written, are merged herein, and that any subsequent modifications or waiver of any of the provisions to this agreement shall be invalid and unenforceable unless in writing signed by the parties hereto.

11. The person executing this Contract on behalf of BUYER warrants to the SELLER that BUYER has full right and authority to enter into this Contract and he/she has full right and authority to enter into this Contract on behalf of BUYER.

(Signature page to follow)

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

CONTRACT OF SALE

(Signature Page)

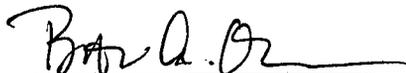
SELLER
CITY OF EL PASO

Joyce Wilson
City Manager

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Bertha A. Ontiveros
Assistant City Attorney

APPROVED AS TO CONTENT:



Carmen Arrieta-Candelaria
Chief Financial Officer

BUYER
CITY OF ANTHONY, NEW MEXICO

Ramon Gonzalez
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

APPROVED AS TO CONTENT: