

RESOLUTION NO. 24-8972

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS,
DECLARING ITEMS POSSESSED BY VARIOUS DEPARTMENTS OF PLUMAS
COUNTY ARE SURPLUS AND TO AUTHORIZE THE AUCTION OF SAID ITEMS**

WHEREAS, the California Government Code vests the Board of Supervisors with the power and authority to manage real and personal property for the benefit of the County; and

WHEREAS, California Government Code § 25363 provides that whenever any department has any personal property belonging to the county under its jurisdiction or control which is of no further use to the county, the Department may, with the consent of the Board of Supervisors have the property declared as surplus and dispose of the property through sale or other means; and,

WHEREAS, Plumas County, through its various Departments, has in its possession a variety of personal property that consists of old and/or inoperable vehicles, generators, ATV's and miscellaneous equipment (attached as Exhibit A); and

WHEREAS, the County of Plumas and its various Departments have replaced these inoperable items, have found them to be of no further use to the County, and seeks to have them removed from County property; and

WHEREAS, the County of Plumas is aware that these items may have value to members of the public and intends to sell these items at auction to the highest bidder and to return the proceeds from the auction to the general fund for the use of the County and to provide material benefit to the County and its residents; and

WHEREAS, the Board of Supervisors may order the sale of surplus property through an online auction hosted by BidCal by a four-fifths vote; and

WHEREAS, the proposed agent for the sale is BidCal, who has a bond on file with the California Secretary of State as provided by law and shall provide the county with a full accounting of the proceeds of the auction, expenses advanced by Auctioneer and commissions earned within 20 banking days after the closing date for receipt of bids.

NOW, THEREFORE, BE IT RESOLVED by the Plumas County Board of Supervisors, County of Plumas, State of California as follows:

1. This Board declares that the personal property listed in attachment A and in the possession of the County and its various Departments is surplus.
2. The personal property listed in Attachment A will be auctioned online by BidCal.Com Auction Services at auction to the highest bidder in accordance with Government Code § 25363.
3. That Nick Collin, Director of Facilities and Airports is the designated agent for Plumas County in this matter and is further authorized to provide notice of the auction as required in Government

Code § 25363 and to sign the agreement (attached as Exhibit B) with BidCal to place these items at auction.

The forgoing Resolution was duly passed and adopted by the Board of Supervisors, County of Plumas, State of California, at a regular meeting of said Board held on the 10th day of December 2024, by the following vote:

AYES; Supervisors; Ceresola, Goss, Engel, McGowan

NOES; Supervisors:

ABSENT: Supervisors Hagwood

By: Dwight Ceresola For
Greg Hagwood

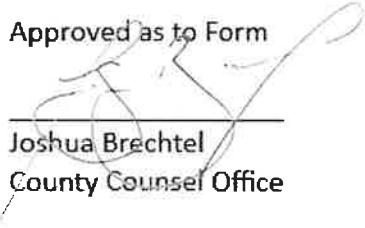
Chair, Board of Supervisors

ATTEST:

By: 
Allen Hiskey

Clerk of the Board

Approved as to Form


Joshua Brechtel
County Counsel Office

Year	Vehicle Make	Model	License Plate #	Vin #	Department
2005	Chevrolet	2500	1501708	1GBHK39265E208045	Facilities
1998	Subaru	Forester	1006807	JF1SF6356WH760161	Public Health/Seniors
2004	Ford	Focus	1149194	1FAFF34Z44W121798	Public Health/Seniors
1997	Subaru	Legacy	51458	4S3BK4253V7307308	Public Health/Seniors
2002	Chevrolet	Transit Van	1119388	1GBIG31G221148035	Public Health/Seniors
2000	Dodge	Caravan	1065779	1B4GT44L6YB594902	Public Health/Seniors
1996	Jeep		51460	1J4FJ28S2T1274659	Public Health/Seniors
2002	Subaru	Forester	1118405	JF1SF63552H737321	
2003	Ford	E450 Transit Van	1162576	1FDXE45873HA77984	Public Health/Seniors
2001	Dodge	Caravan	1065783	2B4GT44L81R230990	Behavioral Health
1987	Dodge	Caravan	1024105	1D4G144LAHB639160	Behavioral Health
1999	Chevrolet	Van	1016876	1GAHG39J8X1085503	Behavioral Health
2008	Ford	Van	1293406	1FTNE24L98DB13411	
2006	Ford	E350 Transit Van	1213616	1FDWE35L76HA73145	Public Health/Seniors
2007	Dodge	Caravan	1271173	2D4GP44L17R146593	Behavioral Health
2008	Ford	Escape	1208245	1FMCU93178KE80320	Behavioral Health
	Honda	CRV	1405003		Behavioral Health
2020	Honda	CRV	1405002	J6RM4H35CL038855	Behavioral Health
1999	Mercury	Mountaineer	1065784	4M2ZU54E8XUU43595	Farm Advisor
2000	Jeep	Cherokee	1065776	1J4FF48S3Y1203393	Farm Advisor
2002	Subaru	Impreza	1076669	JF1GG65552H801891	Public Health/Seniors
1999	Ford	F250	1440033	1FTP28L1XKB11033	Animal Control
1999	Dodge	2500	1016856	3B6KF2660XM542693	Animal Control
1999	Ford	Ranger	1016881	1FTZR15V4XPB25222	Building/Planning
2010	Ford	Escape	1341402	1FMCU9C71AKB96336	Building/Planning
2002	Jeep	Liberty	1108647	1J4GL48K12W148378	Building/Planning
2004	Ford	Escape	1149193	1FMYYU92164DA23133	Building/Planning
2008	Chevrolet	Cutaway Bus	1258276	1GBG5V19X81403989	Public Works
2008	Chevrolet	Cutaway Bus	1258279	1GBG5V1978F404260	Public Works
2009	GMC	Cutaway Bus	1331356	1GDE5V1939F402666	Public Works

2011	Ford	Glavel Bus	1346762	1FDGF5GTXBEC07314	Public Works
2013	International	Bus	1397269	5WEXWSKK7DH170111	Public Works
	SuperVault	Fuel Tank			Airports
2011	International	Plow Truck	294348	1HTAA1857BHA17069	Airports
2002	Jeep	Cherokee	1149159	1J4GW48S52C232227	District Attorney's Office
2016	Ford	Glavel Bus	1484974	4UZADRDUGGCHN1721	Public Works
	Suzuki	ATV		JSAAK42A9S2105383	Search & Rescue
	Suzuki	ATV		JSAAK42A9S2105388	Search & Rescue
	Arctic Cat	Snowmobile		4UFO9SNW69T106022	Search & Rescue
	Arctic Cat	Snowmobile		4UFO9SNW69T106021	Search & Rescue
	SkiDoo	Snowmobile		2BPSCJ6B16V000100	Search & Rescue
	SkiDoo	Snowmobile		2BPSCJ8E68V000110	Search & Rescue
1986	Chevrolet	Van		2GCGG318G4157842	Sheriff's Office
2000	Chevrolet	Van		1GAHG39R5Y1261351	Sheriff's Office
2008	Ford	Expedition		1FMFU16578LA44543	Sheriff's Office
2005	Ford	Crown Victoria		2FAFP71W75X121561	Sheriff's Office
2001	Polaris	RZR 800 SXS		4XAVE76A5BB065649	Sheriff's Office
2014	Ford	Explorer		1FM5K8ARXEGA38566	Sheriff's Office
2005	Ford	Expedition		1FMPU16585LLA22390	Sheriff's Office
2016	Ford	Explorer		1FM5K8AR9GGB74061	Sheriff's Office
20120	Ford	Expedition		1FMUJ1G5XCEF05711	Sheriff's Office
2008	Ford	F250		1FTSW21568ED13324	Sheriff's Office
2012	Toyota	Mini Van		5TDJK3DC3CSS043088	Sheriff's Office
2006	Dodge	Durango		1D4HB48N76F103073	Sheriff's Office
	Advanced Metal				
2012	Working Trailer Co.	Trailer		1L9TF1428CKLL039	Sheriff's Office
1989	Jacobson	Trailer		1J9DEH28KF015461	Sheriff's Office
		Diesel Generator		SERIAL # - T-7-083-55	Sheriff's Office
		Diesel Generator		SERIAL # - T-91-112-63	Sheriff's Office
		Diesel Generator		SERIAL # - T-92-216-20	Sheriff's Office

CONSIGNMENT AGREEMENT

Date	November 15th, 2024	Sales Rep	Rob Ramay
Account Name (Make Check To)	Plumas County	Consignor Code	F603

SELLER INFORMATION

Mailing Address	Address: 1834 E. Main Street		
	City: Quincy	State: CA	Zip: 95971
Location of Auction	Address: 1834 E. Main Street		
	City: Quincy	State: CA	Zip: 95971
Authorized Representative	Nick Collin	Title: Director of Facility Services	
Phone	Cell:	Other: (530) 283-6069	
Email	nickcollin@countyofplumas.com		

TERMS AND CONDITIONS

General Terms	Seller engages Auctioneer to conduct an online public auction of items described on Schedule A, owned by Seller. Such auction shall be conducted in accordance with Auctioneer's usual procedures with Auctioneer having sole authority over the conduct of the auction and the determination of whether to accept or reject any bid. Auctioneer shall have the usual and necessary authority to take all actions on behalf of Seller to conduct the auction and complete the sale of all items sold, including, but not limited to, advertising the sale, accepting cash, checks or debit/credit cards in payment for items sold, and signing on Seller's behalf any documents required to transfer title to a buyer. No guarantee is made as to the amount that will be realized from such auction. Each item is to be sold without reserve. Seller and its agents are not allowed to bid on their own items. Auctioneer is constituted as the agent only of Owner and not a principal in the sale of items. Auctioneer reserves the right to refuse any item.				
	The Seller hereby appoints BidCal Inc as its attorney-in-fact with a limited power of attorney ("LPOA") to execute on the Seller's behalf, all documents necessary and required to transfer title to, and permit registration or ownership of, any portion of Schedule A Equipment to the buyer; provided, however, if original titles or a notarized LPOA are required by federal, state, provincial or local regulation to transfer title, the Seller will provide BidCal with either, as applicable, signed original titles, or a notarized LPOA and unsigned original titles at least two weeks prior to the Online Auction. Failure to provide title(s) and/or an LPOA as required may prevent the Schedule A Equipment being made available for sale for the Online Auction until such documentation is provided.				
Liens/Encumbrances	Are there any liens on the equipment?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO		
		Seller Initials:			
	1. If "Yes," please attach information for each of lien holders for any and all blanket liens and/or incumbrances.				
	2. Unless otherwise disclosed herein, the undersigned, on behalf of the Seller, certifies that all Equipment is or will be free of all liens, charges, security interest, tax or duty obligations or other encumbrances prior to being placed for sale in an Online Auction.				
	3. The Seller assigns proceeds from the sale of the item as may be required to discharge and satisfy all charges, liens, claims and encumbrances in respect of the item.				
Title Transfer Fees; Lien Search Fees	The Seller will pay applicable fees, lien search fees and title transfer fees, unless otherwise specified in writing. Fees will be deducted from any amounts owing to the seller.				
No Item to be Sold Outside the Auction	No item included in Schedule A may be sold before the auction without the written consent of both parties. If an item is sold before it is auctioned, the sale proceeds shall be considered as part of the gross proceeds of the auction.				

Payment	Within 20 banking days after the closing date for receipt of bids, Auctioneer shall provide Seller with a full accounting of the proceeds of the auction, expenses advanced by Auctioneer and commissions earned together with payment of all amounts due Seller unless delayed due to the actions of others.
Indemnity and Risk of Loss	<p>Seller shall defend, indemnify and hold Auctioneer and its agents and employees harmless from all expenses (including reasonable attorney's fees), claims, demands and causes of action arising out of any item of property sold whether arising before or after sale, including, but not limited to, claims relating to ownership or the right to possession of an item sold or the proceeds of the sale and claims for property damage, personal injury or death arising from any defect or other condition of any item sold or to be sold and claims arising from any inaccuracy in the description of an item.</p> <p>Until title and the risk of loss to any item offered for sale passes to the buyer thereof, Seller shall bear the entire risk of loss to such item, whether or not it is in the possession of Auctioneer or its agents, unless the loss shall be solely caused by the willful misconduct of Auctioneer. Auctioneer will not insure any item against loss by theft, fire or other means. Insurance is Seller's responsibility. Seller waives all rights of subrogation against Auctioneer under all policies of insurance for any loss to items of Seller's property in Auctioneer's possession.</p>
Attorney's Fees	The prevailing party in any action brought to enforce the terms of this agreement shall be entitled to its reasonable attorney's fees as a part of its costs of suit.
Auctioneer's Bond	Auctioneer has a bond on file with the California Secretary of State as required by law.
Fuel/Batteries/Tire Repair Costs	The Seller will reimburse BidCal Inc for the cost plus 10% of fuel, batteries, and tire repair as BidCal Inc deems necessary for the demonstration and sale of Schedule A Equipment, if applicable.
This Agreement (including the Exhibits and Schedules to this Agreement) contains the entire agreement of the parties with respect to the subject matter of the Contract. The contract supersedes any prior agreements, understandings, or negotiations, whether written or oral. This Contract can only be amended through a written document formally executed by all parties.	

COMMISSION RATES

Each lot will be charged a commission on its gross value, using the following commission schedule:

<input checked="" type="checkbox"/> Schedule A	\$7,500 and up 10%
	\$3,500 - \$7,499 12%
	\$1,500 - \$3,499 15%
	\$5 - \$1,499 25%

Per Lot Minimum Charge: \$100

Note – Commission Schedule applies to each lot and not total sale.

Notes: Per lot Minimum Charge shall be waived.

<input type="checkbox"/> Schedule B	% Flat Commission of Gross Sale Proceeds
<input type="checkbox"/> Schedule C	<p>_____ % for any lot realizing more than \$ _____; and</p> <p>_____ % for any lot realizing \$ _____ or less.</p>

SIGNATURES SELLER

Account Name	Plumas County		
Name:	Nick Collin	Title:	Director of Facility Services
By (Signature):		Date Signed:	

SIGNATURES BIDCAL

Name:	Tera M. Willadsen	Title:	Business Dev. Mgr.
By (Signature):		Date Signed:	

SCHEDULE A TO AGREEMENT
EQUIPMENT FOR ONLINE AUCTION

Sellers Name: Plumas County

Consignor Code: F603

Item Descriptions

Assorted Vehicles, Trucks, Trailers, Buses, Generators, Loader, Snowmobiles,
ATVs, and More.

Please see attached List(s) with detail information on all lots.

- Sheriff's Office Surplus List
- Surplus Vehicle & Equipment List
- Plumas County SAR Surplus

An itemized list of what will be sold will be compiled, attached, and incorporated into this agreement prior to the start of the auction.

Seller Initials: