



Pacific Gas and Electric Company
77 Beale Street, P.O. Box 770000
San Francisco, CA 94177

August 18, 2015

City of Napa
Fire Department
1539 First Street
Napa, CA 94559

Dear Chief Randolph:

This Letter Agreement ("Letter") is entered into between and among Pacific Gas and Electric Company ("PG&E") and the City of Napa for PG&E's Electric Vehicle Truck Donation Program ("Program") and is effective upon the date of execution of this Letter by the parties.

Attachment A, Terms and Conditions for In-Kind Contribution of Personal Property; Attachment A-1 Article Description; Attachment B, Donee W-9 Form; and Attachment C, Vehicle Warranty, Service and Maintenance are hereby included via reference.

1. Under this agreement, PG&E agrees to the following roles and responsibilities:
 - a. Donation of Vehicle. PG&E will make an in-kind donation of one (1) plug-in hybrid pick-up truck developed by Efficient Drivetrains, Inc., a local electric vehicle manufacturer.
 - b. Warranty, Service and Maintenance: PG&E's in-kind donation will include vehicle warranty, service and maintenance by Efficient Drivetrains, Inc. for three (3) years or 36,000 miles, whichever comes first, as described in Attachment C.
2. Under this agreement, the City of Napa agrees to the following roles and responsibilities:
 - a. Community Outreach. The Napa City Fire Department will use the truck for community outreach and events to raise awareness on topics such as public safety, emergency preparedness, and electric vehicles.
 - b. Use of Truck. The Napa City Fire Department will incorporate the truck into its fleet to demonstrate best practice and the benefits of this innovative vehicle.

PG&E and the City of Napa recognize that we will continue to further define our relationship and the possibility of participating together in public events and opportunities to bring visibility to the Program.

PACIFIC GAS AND ELECTRIC COMPANY

By _____ Date _____
Ezra C. Garrett, Vice President,
Community Relations & Chief Sustainability Officer – PG&E

CITY OF NAPA

By _____ Date _____
Mike Randolph, Fire Chief
Napa City Fire Department

ATTACHMENT A

**TERMS AND CONDITIONS FOR IN-KIND CONTRIBUTIONS
OF PERSONAL PROPERTY**

1. DEFINITIONS

- 1.1 “Donor:” Pacific Gas and Electric Company, with headquarters at P.O. Box 770000, 77 Beale Street, San Francisco, California 94177.
- 1.2 “Recipient:” The non-profit organization, government agency, or school named below which will be receiving the donated Article(s).
- 1.3 “Article(s):” The items of property being donated to Recipient and listed on Attachment A-1 to this agreement, attached hereto and incorporated herein.
- 1.4 “Warranties.” All express warranties given to Donor by any manufacturer or seller of the Article(s).

2. NO WARRANTIES / LIMIT OF LIABILITY

- 2.1 The Article(s) are donated by Donor “AS IS” and ”WITH ALL FAULTS.” Donor makes no guarantee, warranty or representation, express or implied, as to the Article(s). The entire risk as to the quality and performance of the Article(s) is with the Recipient. Should the Article(s) prove defective following receipt, the Recipient and not the Donor assumes the entire cost of all necessary servicing or repair. DONOR DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND RECIPIENT AGREES THAT THE ARTICLE(S) ARE RECEIVED AS IS AND WITH ALL FAULTS. Notwithstanding the above, Donor hereby assigns to Recipient, on a non-exclusive basis, all of Donor’s right, title and interest in and to the Warranties, to the extent same are assignable, subject to these terms and conditions.
- 2.2 Recipient hereby releases and will indemnify and hold harmless Donor, its employees, officers, and agents, from and against any and all losses, expenses, demands and claims connected to or resulting from injury to or death of any persons, or injury to property, except to the extent caused by the gross negligence or willful misconduct of Donor, its employees, officers, and agents.
- 2.3 IN NO EVENT SHALL DONOR BE LIABLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, WHETHER SUCH DAMAGES ARISE IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE.

3. HAZARDOUS MATERIALS

The California Health and Safety Code requires businesses to provide warnings prior to exposing individuals to materials listed by the Governor as chemicals "known to the State of California to cause cancer, birth defects or reproductive harm." Donor uses chemicals on the Governor's list at many of its facilities. In addition, many of these chemicals are present at non-PG&E-owned facilities and locations. Accordingly, in receiving the Article(s) under this agreement, Recipient, its clients, employees and agents may be exposed to chemicals on the Governor's list. Recipient is responsible for notifying its clients, employees and agents that use of the Article(s) may result in exposures to chemicals on the Governor's list.

4. DELIVERY

- 4.1. The Article(s) will be available for Recipient to pick up at Donor's location identified on Attachment A-1 ("Place of Delivery"), unless alternate arrangements are specified on such attachment. Recipient is responsible for transporting the Article(s) from the Place of Delivery at Recipient's cost and expense.
- 4.2 Title to and risk of loss of all donated Article(s) passes to Recipient when the Article(s) are loaded into Recipient's car or truck, or that of a common carrier, at the Place of Delivery. If the Article(s) include a vehicle, title to and risk of loss to the vehicle passes to Recipient upon delivery to Recipient of the ownership papers and the keys to the vehicle at the Place of Delivery.

5. GENERAL

- 5.1 If requested by Donor, Recipient agrees to remove any and all trademarks, labels, distinctive markings and designs identifying Donor which may appear on the Article(s) or on the packaging material at the time of delivery.
- 5.2 If this contribution is contingent upon Recipient performing dismantling or other work on property owned or controlled by Donor, Recipient agrees to execute a supplementary agreement or contract expressly covering such dismantling or other work.
- 5.3 If the Article(s) include a vehicle, Recipient hereby agrees to adequately and properly insure the vehicle. In addition, Recipient acknowledges Donor's recommendation that Recipient perform its own safety inspection of the vehicle.

- 5.4 This agreement shall be governed by and interpreted in accordance with the laws of California, except for any choice of law rules that direct the application of the laws of another jurisdiction.

6. PURPOSE

By signing this agreement, (a) Recipient confirms that this donation will be used only for charitable, educational or other community service purposes. The donation will not be used to promote or oppose the election of any candidate for any office, or to personally benefit any elected official, or to promote or defeat any ballot measure. As such, Donor will not disclose this donation on any campaign or lobby report; and (b) Recipient warrants and represents that it is a (check one):

- ☐ Organization described in section 501(c)(3) of the Internal Revenue Code
- ☒ Federal, state or local government agency
- ☐ School
- ☐ Business-related or other form of nonprofit organization, such as a chamber of commerce or economic development association.

Donor:
PACIFIC GAS AND ELECTRIC
COMPANY,
a California corporation

By: _____

Name: _____

Title: _____

Date Signed: _____, 2015

Recipient:

CITY OF NAPA:

(Signature)

Mike Randolph, Fire Chief
(Type name and title)

ATTEST:

(Signature)

Dorothy Roberts, City Clerk
(Type name and title)

COUNTERSIGNED:

(Signature)

Desiree Brun, City Auditor
(Type name and title)

APPROVED AS TO FORM:

(Signature)

Michael W. Barrett, City Attorney
(Type name and title)

Budget Code: N/A

Date Signed: _____, 2015

ATTACHMENT A-1

The Article(s) will be delivered to Recipient by August 24, 2015 at the following address:

Napa Fire Department
1539 First Street
Napa, California 94559

The following Article(s) are being donated:

☒ Vehicle

<u>2015</u>	<u>GMC</u>	<u>Sierra 3500 4WD EXT CAB, WHITE</u>
Year	Manufacturer	Model and color

Vehicle License:	<u>CA</u>	<u>04425V1</u>
	State	License Number

VIN: 1GT522C80FZ501018

☐ Check here for additional vehicles and attach description.

☐ Other property – describe:

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
City of Napa

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☒ Other (see instructions) ▶ **Local City Government**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) **2**
Exemption from FATCA reporting code (if any) **B**
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
P.O. Box 660

6 City, state, and ZIP code
Napa, CA 94559-0660

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

____ - ____ - ____ - ____ - ____ - ____

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest, you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ **Date** ▶ **5/20/15**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

(tuition) 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T

- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

ATTACHMENT C

VEHICLE WARRANTY, SERVICE AND MAINTENANCE

As part of Pacific Gas and Electric Company's (PG&E) donation of the plug-in hybrid pick-up truck described in Attachment A-1, Efficient Drivetrains, Inc will include vehicle warranty, service and maintenance under these terms:

- Bumper to bumper vehicle warranty for three (3) years from transfer of ownership to the City of Napa, or 36,000 miles from initial mileage upon transfer of ownership to the City of Napa, whichever comes first, and
- Vehicle service plan for three (3) years from transfer of ownership to the City of Napa, or 36,000 miles from initial mileage upon transfer of ownership to the City of Napa, whichever comes first. This service plan includes parts and labor required to perform regular maintenance on the vehicle. This service plan excludes wear and tear items.

These vehicle warranty, service and maintenance terms are effective upon the date of transfer of this vehicle from PG&E to the City of Napa.