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MEMORANDUM OF UNDERSTANDING

SECTION 1: SUMMARY

This Memorandum of Understanding (MOU) is established between the Department of Consumer Affairs, Bureau of Automotive Repair (Bureau) and the [Las Positas College - 3000 Campus Hill Drive, Livermore, CA 94551](#) (School). Through this MOU, the Bureau agrees to allow one of its contracted dismantlers to provide the School with vehicles that have been retired through either the Bureau's Consumer Assistance Program (CAP) or the Air Resources Board's Enhanced Fleet Modernization Program (EFMP).

The Bureau agrees to have the contracted dismantler obtain a non-revivable junk receipt from the Department of Motor Vehicles (DMV) and transfer ownership of each vehicle to the School through a zero-dollar bill of sale. The School agrees not to drive these vehicles on public roads and to use these vehicles solely for the purpose of technician training in the School's automotive repair training department. The School also agrees to return vehicles obtained through this MOU back to the contracted dismantler prior to May 31, 2025, and transfer ownership back to the dismantler through a zero-dollar bill of sale.

The goal of this agreement is to provide the School's automotive technician training program with a low-cost source of vehicles, while ensuring that CAP's emission reduction goals are met.

SECTION 2: COMMENCEMENT AND EXPIRATION DATES

The term of this MOU shall commence on the date this agreement is signed by both parties. The agreement shall remain in effect until June 30, 2025, or a shorter duration should either party decide to terminate the agreement. The party seeking to terminate the agreement must provide thirty days' notice to the other party. All vehicles must be returned to the contracted dismantler when the agreement is terminated.

SECTION 3: GENERAL PROVISIONS

- A. The School will periodically provide the Bureau with a list of the types of vehicles needed (year, make, model). The Bureau will share this list with contracted dismantlers located near the school.
- B. Once a listed vehicle is retired through CAP, the contracted dismantler will notify the Bureau and obtain a non-revivable junk receipt from the Department of Motor Vehicles.

After receiving a copy of the non-revivable junk receipt from the contracted dismantler, the Bureau will notify the School that a vehicle is ready for pick up. The School will be responsible for providing transport of the vehicle from the contracted dismantler to their facility within fifteen (15) days of notification. The School will transport the vehicle at its own expense, via car-carrier or tow truck; the vehicle shall not be driven on public roads.

In the event the School fails to arrange timely transport, the vehicle will be crushed by the contracted dismantler per its contract with the Bureau.

When the School representative arrives to transport the vehicle, the contracted dismantler will provide them with a zero-dollar bill of sale that lists the vehicle identification number.

- C. The School agrees to ensure that vehicles obtained from the Bureau through CAP or EFMP are never driven on public roads.
- D. No parts from these vehicles may be sold or transferred to other vehicles. However, the School may repair these vehicles using replacement parts, returning any defective original parts to the supplier in lieu of core charges.
- E. Prior to May 31, 2025, the School will transport the vehicle at its own expense, via car-carrier or tow truck, back to the contracted dismantler from which it was obtained. The School will transfer ownership to the contracted dismantler without compensation, using a zero-dollar bill of sale that lists the vehicle identification number.

The School must return each vehicle to the contracted dismantler in its entirety, with all original or replacement parts therefrom, including but not limited to mechanical components, electrical wiring, catalytic converter, battery, radio, audio speakers, and tires.

The vehicles may be returned to the contracted dismantler partially disassembled, provided all removed parts are returned with the chassis. The engine does not need to be operable upon return, as the vehicle will be crushed and sold as scrap metal. The School should attempt to return the radio, audio speakers, battery, and tires undamaged, as the contracted dismantler is entitled to sell those components once the vehicle is returned.

- F. The Bureau will be responsible for tracking the location and condition of these vehicles, while in the School's possession. The School agrees to allow Bureau representatives to periodically visit and verify the presence of these vehicles. The School agrees to notify the Bureau when it has returned each vehicle to the contracted dismantler.
- G. INDEMNIFICATION: The School agrees to indemnify, defend and save harmless DCA, its officers, agents, contracted dismantlers, and employees from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by School's acts or omissions in connection with School's possession, use, operation, or storage of the vehicles provided to School pursuant to this MOU.

Vehicles are provided to the School as-is. All damages arising to any person from School's possession, use, operation, or storage of the vehicles are understood to be the responsibility of School.

Approved by

Signature: _____

Date: _____

Jonah R. Nicholas, Vice Chancellor of Business Services
Las Positas College/Chabot-Las Positas Community College District
Community College/School District

To Be Completed by Bureau of Automotive Repair Personnel

Approved by:

Signature: _____

Date: _____

Name

Title

Bureau of Automotive Repair