

AGREEMENT FOR THE DONATION OF SURPLUS PROPERTY
#2683

THIS AGREEMENT FOR THE DONATION OF SURPLUS PROPERTY (hereinafter “Agreement”) is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as “County” or “Donor”), and the County of Sacramento, a political subdivision of the State of California (hereinafter referred to as “Sacramento County” or “Donee”).

RECITALS

WHEREAS, County Ordinance Code Section 3.12.220 authorizes the Purchasing Agent to recommend to the Board of Supervisors that items of surplus County property are not required for County use which the Board of Supervisors may then make available to a public agency; and

WHEREAS, the Board of Supervisors has determined that the Donee is a public agency as described in Government Code Section 25372(a); that the surplus property is identified herein as the items on Exhibits “A”, “B” and “C”, attached hereto and incorporated by reference; that the intended use of the surplus property is for public purposes.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

A. Sacramento County certifies that:

1. The Property is needed and will be used by Donee’s Public Health Lab(oratory) or for other Sacramento County purposes.

B.

Sacramento County agrees to the following conditions:

1 Donee is accepting the Property on an “as is”, “where is” basis, and without warranty of any kind by Donor as to the condition of the Property being donated.

C. Contract Administrator:

1. The County officer or employee with responsibility for administering this Agreement is Nancy Williams, Public Health Officer, Health and Human Services Agency or successor.

D. Venue:

1. Any dispute shall be resolved in accordance with the laws of the State of California.

E. Indemnity: []

1. To the fullest extent permitted by law, each of the Parties (Donee and County) shall indemnify, defend and hold harmless each of the other Parties, their

respective governing boards, officers, directors, officials, employees, and authorized volunteers and agents from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims"), including cost of defense, settlement, arbitration, and reasonable attorneys' fees, resulting from injuries to or death of persons, including but not limited to employees of either Party hereto, and damage to or destruction of property or loss of use thereof, including but not limited to the property of either Party hereto, arising out of, pertaining to, or resulting from the acts or omissions of the their respective governing boards, officers, directors, officials, employees, volunteers, agents, or contractors.

It is the intention of the Parties that the provisions of this indemnity be interpreted to impose on each Party responsibility to the other for the acts and omissions of their governing boards, officers, directors, officials, employees, volunteers, agents or contractors. It is also the intention of the Parties that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each Party shall bear the proportionate cost of any Claims attributable to the fault of that Party, its governing board, officers, directors, officials, employees, volunteers, agents, or contractors.

This indemnity shall not be limited by the types and amounts of insurance or self-insurance maintained by the Parties.

Nothing in this Indemnity shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

The provisions of this Indemnity shall survive the expiration or termination of the Agreement.

F. Entire Agreement:

1. This contract and the documents/exhibits referred to herein are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

Requesting Contract Administrator Concurrence:

By: _____
Nancy Williams, MD, Public Health Officer
Health and Human Services Agency

Dated: _____

Requesting Department Concurrence:

By: _____ Dated: _____
Patricia Charles-Heathers, Ph.D., M.P.A., Director,
Health & Human Services Agency

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first below written.

-- COUNTY OF EL DORADO --

Dated: _____
By: _____
Purchasing Agent
"County"

Board of Supervisors Approval

Date: _____ Agenda Item Number: _____

-- COUNTY OF SACRAMENTO --

Dated: _____
By: _____,
Craig Rader, Purchasing Agent
Pursuant to SCC 2.61.450

REVIEWED AND APPROVED

Stephanie G. Percival
Deputy County Counsel

APPROVED AS TO TERMS AND CONDITIONS

Dr. Olivia Kasirye
County Health Officer

EXHIBIT "A"

N^o PH -- 1205A

County of El Dorado Property Transfer Request			
<input checked="" type="checkbox"/> Surplus		<input type="checkbox"/> Inter-Department Transfer	
Transfer from index code:		Transfer to index code:	
Department: HHSA-PH		Department:	
Approved (Dept Head)	Date	Approved (Dept Head)	Date
<i>Patricia Charles-Heath</i>	12-11-17		
Specific location (address): 931 Spring St			
Where in facility? Lab			
First contact person: Amy Higdon		Phone: 642-4836	
Second contact person: Susan Forrester		Phone: 621-6267	

See

Cty Tag #	Description/Comments	Serial/VIN #	Condition
	Water bath		fair
31537	Dionex ion Chromatograph DX-120 plus supplies		fair
	2-VWR multi tube vortexers		fair
	Diagger shaker		fair
	Diagger Vortex Genie 2 (quantity 3)		fair
101897	Qiagen machine components/suppl. incl. 12-14 pkgs filter tips		fair
	LightCycler supplies		fair
	Spreaders		fair
	Pipet tips (various manufactures and models)		fair
	Test Tube racks		fair
	Disposable pipettes (various types)		fair
	1 case of 200 BD 3 ml syringes		fair
	4 cases of 200 vessels w/sodium thiosulfate - 120 ml		fair
	25-30 25 packs of 15 ml centrifuge tubes		fair
	4 or 5 pads bibulous paper		fair
	2 rolls of absorbent bench-top paper		fair
	Fisher Scientific Isotemp incubator		fair
	Misc. rotators/rockers/heaters		fair
	50 ml conical polypropylene tubes		fair
	1.5 ml micro tubes		fair
	Misc. glass ware (beakers, flasks, etc)		fair

Sacramento

Routing of PTR Form	N/A or Date
Sent to Auditor/Purchasing	
Posted to Intranet	
Board Approval	
Pick-up by Contractor	
Copy to Auditor	

Remarks: Donate to Placer <i>Sacramento</i> County Public Health Department	
Auditor records updated by:	Date:

Do not separate form. All parts of form are to be submitted as follows: Surplus only – to Purchasing, Inter-Department transfers – to Auditor
When processing is complete, form will be separated and distributed as follows: White-Auditor, Yellow-To Dept., Copy-From Dept., Copy-Purchasing

EXHIBIT "B"

N^o PH -- 1205B

County of El Dorado Property Transfer Request			
<input checked="" type="checkbox"/> Surplus		<input type="checkbox"/> Inter-Department Transfer	
Transfer from index code:		Transfer to index code:	
Department: HHSA-PH		Department:	
Approved (Dept Head)	Date	Approved (Dept Head)	Date
<i>Jm</i> <i>Catherine Jones-Haste</i>	<i>12/14/17</i>		
Specific location (address): 931 Spring St			
Where in facility? Lab			
First contact person: Amy Higdon		Phone: 642-4836	
Second contact person: Susan Forrester		Phone: 621-6267	

Cty Tag #	Description/Comments	Serial/VIN #	Condition
	Weighing dishes		fair
	Wire Baskets		fair
	Partial case Quanti-Tray 2000 100-pack for Colilert testing		fair
	(plus 20 bags of 5 in drawer)		fair
	LeadCare supplies		fair
	Inoculation loops		fair
	Plastic funnels		fair
	Foil squares		fair
	Eppendorf tubes		fair
	Chemical, caustic, volatile (if not previously discarded by EM)		fair
	Bleach (1 gal- jugs)		fair

Sacramento

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Sent to Auditor/Purchasing		
Posted to Intranet		
Board Approval		
Pick-up by Contractor		
Copy to Auditor		
		Auditor records updated by: _____ Date: _____

EXHIBIT C

N^o PH -- 1206

County of El Dorado Property Transfer Request			
<input checked="" type="checkbox"/> Surplus		<input type="checkbox"/> Inter-Department Transfer	
Transfer from index code:		Transfer to index code:	
Department: HNSA-PH		Department:	
Approved (Dept Head)	Date	Approved (Dept Head)	Date
<i>Patricia Charles-Hestley</i>	12-11-17		
Specific location (address): 931 Spring St			
Where in facility? Lab			
First contact person: Amy Higdon		Phone: 642-4836	
Second contact person: Susan Forrester		Phone: 621-6267	

Cty Tag #	Description/Comments	Serial/VIN #	Condition
	1 water bath		fair
103640	AirClean PCR workstation		fair
	2 chisels		fair
	1 of 3 pipettes (2 Eppendorf)		fair
	1 mortar and pestle		fair
	1 box of flints for sparker		fair
	2 bags PCR vials		fair
	3 pairs of protective gloves used during rabies dissection		fair
	4 boxes of disposable gowns		fair
	1 of 2 black plastic boxes containing universal test plate		fair
28726	So-Low freezer A13-120T		fair

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Copy to Auditor	

Remarks: Donate to Sacramento County Public Health Department	
Auditor records updated by:	Date:

Do not separate form. All parts of form are to be submitted as follows: Surplus only – to Purchasing, Inter-Department transfers – to Auditor
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