

**ORIGINAL**

**AGREEMENT FOR USE OF  
DONATED SURPLUS PROPERTY  
#304 – O1811**

**THIS AGREEMENT** made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as “County”), and El Dorado Hills Fire Department (hereinafter referred to as “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 forty (40) Carbon Monoxide Detectors; that the intended use of the surplus property is for public safety purposes; and that such use of the surplus property is for a public purpose.

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

**A. Donee certifies that:**

1. The Property is needed and will be used by the Donee for donation purposes to needy residents in the El Dorado Hills Fire Department District. The property is not being acquired for any other use or purposes, or for sale or other distribution; or for permanent use outside the state, except with prior written approval of the County.

**B. Donee agrees to the following conditions:**

1. Property shall be placed in use for the public purpose(s) for which donated. In the event the property is not used at any time for the intended purpose Donee shall immediately notify the County and, at Donee's expense, return such Property to the County, or otherwise make the Property available for transfer or other disposal by the County, provided the Property is still usable as determined by the County.

2. In the event the Property is not utilized as agreed herein, title and right to the possession of such Property, at the option of County shall revert to the County and upon demand Donee shall release such Property to any person as designated or directed by County.

3. The property acquired by Donee is on an "as is", "where is" basis, without warranty of any kind. The County makes no representations about the condition of the Property being donated.

**C. Contract Administrator:**

1. The County officer or employee with responsibility for administering this Agreement is Jon DeVille, Chief Financial Officer, El Dorado County Sheriff's Office, or successor.

**D. Venue:**

1. Any dispute resolution action rising out of this Agreement, including, but not limited to, litigation, mediation or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California. Consultant waives any removal rights it might have under Code of Civil Procedure Section 394.

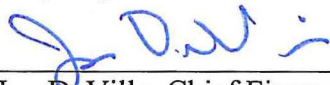
**E. Indemnity:**

1. Donee shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Donee's use or operation of Property regardless of the existence of degree of fault or negligence of the county, its officers, employees, or consultants except for the sole or active negligence of the county. This duty of Donee to defend set forth in California Civil Code Section 2778.

**F. Entire Agreement:**

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

**Requesting Department Concurrence:**

By:  Dated: 2/14/18  
Jon DeVille, Chief Financial Officer  
El Dorado County Sheriff's Office

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

- - COUNTY OF EL DORADO - -

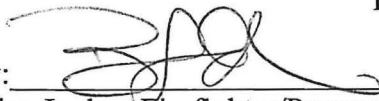
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Purchasing Agent  
"County"

**Board of Supervisors Approval**

Date: \_\_\_\_\_ Agenda Item Number: \_\_\_\_\_

- - D O N E E - -

Dated: 1/31/18  
By:   
Brian Leduc, Firefighter/Paramedic, El Dorado Hills Fire Department

"Donee"