

#958-O0811

**AGREEMENT FOR USE OF
DONATED SURPLUS PROPERTY**

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 the Capitola Police 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 community organizations engaged in the pursuit of public purposes; and

WHEREAS, The Board of Supervisors has determined that the Donee is engaged in public purposes of the County, namely law enforcement; that property is identified herein as K-9 Vehicle Insert; that the intended use of the property is for law enforcement; and finds that such use of the surplus property is for a public purpose.

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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 carrying out or promoting for the residents of a given political area one or more public purposes, or if a nonprofit tax-exempt institution or organization, the property is needed for and will be used by the recipient for educational or public health purposes or other public purposes. 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. All items of property shall be placed in use for the purpose(s) for which acquired. In the event the property is not so placed in use, or continued in use, the Donee shall immediately notify the County and, at the 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 so in use or handled as required herein, title and right to the possession of such property, at the option of County, revert to the County and upon demand the Donee shall release such property to such person as the County or its designee shall direct.

3. The property acquired by the 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 Jeff Neves, Sheriff, 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. The Capitola Police Department 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 works, 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 Capitola Police Department purchase or operation of the K-9 Vehicle Insert. This duty of the Capitola Police Department to defend set forth in California Civil Code Section 2778.

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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: _____
Jeff Neves
Sheriff

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

- - COUNTY OF EL DORADO - -

Dated: _____

By: _____
Bonnie H. Rich, Purchasing Agent
"County"

Board of Supervisors Approval

Date: _____ Agenda Item Number: _____

-- D O N E E --

Dated: _____

Capitola Police Department

By: _____

Richard J. Ehle, Jr., Police Chief
"Donee"