

**#7073**

**AGREEMENT FOR SALE OF  
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 Cameron Park Community Services District (hereinafter referred to as "Buyer").

**RECITALS**

**WHEREAS**, County Board of Supervisors Policy C-17, Procurement Policy, Section 6.0 authorizes the Purchasing Agent to recommend to the Board of Supervisors that items of surplus property, including specific fixed assets found by the Purchasing Agent to be beyond economic repair or of little or no value, be found to not be required or adequate for County use and may be disposed of;

**WHEREAS**, the Board of Supervisors has determined that the surplus fixed asset listed in this Agreement for Sale of Surplus Property is not required or adequate for County use and may be disposed of in any manner the Purchasing Agent deems appropriate;

**WHEREAS**, The County agrees to sell, and Buyer agrees to buy the following County surplus fixed asset property: one each 2008 Ford Ranger 4X4 Regular Cab with approximately one hundred and forty thousand (140,000) miles (VIN #1FTYR11E58PA05108, Unit # 14-339, County asset tag # 514339) (hereinafter also referred to as "Property");

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

**A. Buyer agrees to the following conditions:**

1. Buyer agrees to pay County for the total purchase price of six-thousand dollars and 0/100 cents (\$6,000.00); payable by cash or check prior to January 31, 2023:

One (1) each 2008 Ford Ranger 4X4 Regular Cab in "as-is" condition with approximately one hundred and forty thousand (140,000) miles, in the total purchase amount of six-thousand dollars and 0/100 cents (\$6,000.00).

Payable to:  
County of El Dorado  
2443 Headington Road  
Placerville, CA 95667

2. County warrants it has full legal title to said Property.

3. Said Property is sold in "as is" condition. County disclaiming any warranty of merchantability or working order or condition of the Property except that they shall be sold in their present condition.

4. Buyer shall pay all taxes, costs, and fees imposed by any government entity upon the Property as well as all operating costs and expenses associated with the Property.

5. The parties agree that the County shall be released of all liability resulting from the operation of the Property effective upon the Date of Sale (Vehicle Code section 5602). County shall cause the Notice of Release of Liability to be properly filed with the California Department of Motor Vehicles upon the Date of Sale.

6. The parties agree to transfer title upon receipt of payment, at the address of the County's Department of Transportation Fleet Services, located at:

DOT Headington  
2443 Headington Road  
Placerville, CA 95667

**B. Contract Administrator:**

1. The County officer or employee with responsibility for administering this Agreement is Nathan Hayes, Fleet Superintendent, Department of Transportation, or successor.

**C. 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.

**D. Indemnity:**

1. Buyer 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 volunteer workers, 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 Buyer's acquisition, use, or operation of the Property, regardless of the existence or degree or fault or negligence of the County, its Officers, employees, consultants or subcontractors except for the sole or active negligence of the County as expressly prescribed by statute. This duty of

the Buyer to indemnify includes the duty to defend set forth in California Civil Code section 2778.

**E. 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.

**F. Authorized Signatures:**

1. The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

**G. Electronic Signatures:**

1. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Civil Code sections 1633.1 to 1633.17) as amended from time to time.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the dates indicated below.

**-- COUNTY OF EL DORADO --**

By: \_\_\_\_\_  
Purchasing Agent  
Chief Administrative Office  
"County"

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

**-- CAMERON PARK COMMUNITY  
SERVICES DISTRICT --**

By: Andre Pichly  
Andre Pichly  
General Manager  
"Buyer"

Dated: 12/13/2022