

**AGREEMENT FOR USE OF
DONATED SURPLUS PROPERTY
CITY OF PLACERVILLE**

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 City of Placerville (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 item of surplus County property is 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 government agency as described in Government Code Section 25365(a); that the surplus property is identified herein as the item on Exhibit “A”, 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. Donee certifies that:

1. The Property is needed and will be used by Donee. 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 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 County and, at Donee's expense, return such Property to County, or otherwise make the Property available for transfer or other disposal by County, provided the Property is still usable as determined by 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 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. 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 Nancy Williams, Public Health Officer, Health and Human Services Agency, or successor.

D. Venue:

1. Any dispute resolution action arising 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. Donee waives any removal rights it might have under Code of Civil Procedure Section 394.

E. Indemnity:

1. Donee shall defend, indemnify, and hold 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 Donee's use or operation of Property regardless of the existence of degree of fault or negligence of County, its officers, employees, or consultants except for the sole or active negligence of 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: _____
Don Semon, Director
Health and 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: _____

- - D O N E E - -

Dated: _____
By: _____
M. Cleve Morris, City Manager
City of Placerville
"Donee"

