

**#283-O0911**

**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 Rubicon Trail Foundation (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 improvements, maintenance, and patrol of the Rubicon Trail; that property is identified herein as one (1) 1996 Jeep Cherokee, County property tag number 32233; that the intended use of the property is to be auctioned off at a fund raising event, and the monies collected will go back into the Rubicon Trail Foundation to be used for maintaining the Rubicon Trail, and in other such ways to preserve the safety and usability of the trail; and finds 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 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.

**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 Rubicon Trail Foundation 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 Rubicon Trail Foundation purchase or operation of the one (1) 1996 Jeep Cherokee. This duty of Rubicon Trail Foundation 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: \_\_\_\_\_  
Jeff Neves, Sheriff  
El Dorado County Sheriff's Office

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

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**- - 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: \_\_\_\_\_

Rubicon Trail Foundation

By: \_\_\_\_\_

Randy Burleson, President  
"Donee"