

**AGREEMENT FOR USE OF  
DONATED PERSONAL 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 “Donee”), and Briw Office Investors (hereinafter referred to as “Donor”).

**RECITALS**

**WHEREAS**, County Ordinance Code Section 3.12 authorizes the Purchasing Agent to acquire and dispose of personal property;

**WHEREAS**, Donor has items required for County use by the Department of Transportation; and

**WHEREAS**, The Board of Supervisors has determined that the Donor is a private entity, namely Briw Office Investors; that property is identified herein as listed in Exhibit “A”, incorporated herein by reference and made a part hereof; that the intended use of the property is office work spaces for the Department of Transportation; and finds that such use of the personal 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. 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.

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

1. All items of personal 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 Purchasing Agent in accordance with County Surplus Property Procedures.

2. The property acquired by the Donee is on an “as is”, “where is” basis, without warranty of any kind. The Donor 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 Richard Shepard, Director, Department of Transportation, or successor.

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**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. Consultant waives any removal rights it might have under Code of Civil Procedure Section 394.

**E. Indemnity:**

1. The Briw Office Investors 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 Briw Office Investors purchase or operation of the personal property listed in Exhibit "A". This duty of Briw Office Investors 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.

**Department Head and Contract Administrator Concurrence:**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Richard Sheppard, Director  
Department of Transportation

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

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

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

By: \_\_\_\_\_  
Bonnie H. Rich, Purchasing Agent  
"Donee"

Board of Supervisors Approval

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

**-- DONOR --**

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

Briw Office Investors

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

James E. Carter, Owner  
"Donor"

## **Exhibit "A"**

24 Steel case modular workstations

Each workstation includes a 3-drawer file cabinet, 2 utility drawers, keyboard tray and a 2-shelf bookcase.

### Panels: (Wall Dividers)

30" x 42" - 24 pieces

36" x 42" - 12 pieces

42" x 52" - 30 pieces

### Work surfaces:

30" x 30" - 24 pieces

36" x 30" - 24 pieces

Corner units - 24 pieces

72" x 30" center units - 12 pieces