

ORIGINAL

#8351

AGREEMENT FOR USE OF DONATED SURPLUS PROPERTY GILMORE HERO FOUNDATION

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 Gilmore Hero Foundation (hereinafter referred to as "Donee").

RECITALS

WHEREAS, County Procurement Policy 6.3 authorizes the Purchasing Agent to recommend to the Board of Supervisors that items of surplus County property are not required for County use and upon such recommendation and after making such a finding, the Board of Supervisors may then make available such surplus County property 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 described under Government Code Section 25372(b)(5), namely, that the surplus property identified herein is a 1990 Ford F350 Truck (County Tag #32572), Vin #2FDHF38GXLCB25553; hereinafter referred to as "Property"; that the intended use of the Property is to be donated to an individual in need within the County of El Dorado.

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

A. Donee certifies that:

1. Donee is a nonprofit tax-exempt organization and that the Property is needed and will be used by the Donee for public health or human services purposes, or other public purposes described in Government Code Section 25372(b). The Property is not being acquired for any other use or purposes or for permanent use outside the state, except with prior written approval of the County.

2. Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Donee shall complete and sign the attached Exhibit "A", marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Donee, if any, to any office of the County.

B. Donee agrees to the following conditions:

1. All Property received by Donee pursuant to this agreement shall be used for the public purpose(s) stated herein for which the Property was donated by the County. In the event the Property is not used at any time for the intended public purpose stated in the above recitals, the Donee shall immediately notify the County and, at the Donee's expense, return such Property to the County upon the County's request, 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 utilized as agreed herein, title and right to the possession of such property, at the option of County, shall revert to the County and upon the County's demand, the Donee shall release such Property to any person designated or authorized by the County, or its Purchasing Agent, to receive the property.

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 or its fitness for any particular purpose.

C. Contract Administrator:

1. The County officer or employee with responsibility for administering this Agreement is Rick Blake, Sr. Buyer, 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 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 Donee's acquisition, use, or operation of the recyclable electronic waste, 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 Donee to indemnify includes the duty 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.

G. Authority of 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.

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

- - COUNTY OF EL DORADO - -

Dated: _____

By: _____

Michele Weimer,
Purchasing Agent
"County"

Board of Supervisors Approval

Date: _____ Agenda Item Number: _____

- - D O N E - -

Dated: 12/19/23

By:  _____

Chris Whittaker,
Executive Director

Gilmore Hero Foundation

Exhibit A

California Levine Act Statement

California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she receives any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclose of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, and any elected official (collectively "Officer"). It is the Contractor's responsibility to confirm the appropriate "officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

_____ YES NO

If yes, please identify the person(s) by name:

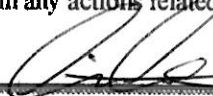
Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

_____ YES NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

12/19/23
Date


Signature of authorized individual

Gilmore Hero Foundation
Type or write name of company

Chris Whitaker
Type or write name of authorized individual.