

#631-O0711
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 Grace Foundation of Northern California (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 providing critical care and rehabilitation for abused and neglected horses, and then uses the rehabilitated horses for equine assisted learning and therapeutic programs for children; that property is identified herein as one (1) pole shelter, one (1) air conditioning unit, roofing materials, siding, and fencing; that the intended use of the property is to aid in the care of their livestock; 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. 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 the County.

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.

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C. Contract Administrator:

1. The County officer or employee with responsibility for administering this Agreement is Gayle Erbe-Hamlin, Director, Public Health Department, 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 Grace Foundation of Northern California 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 Grace Foundation of Northern California purchase or operation of the (1) pole shelter, one (1) air conditioning unit, roofing materials, siding, and fencing. This duty of the Grace Foundation to indemnify and save the County harmless includes the duties 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.

Contract Administrator:

By: _____ Dated: _____
Gayle Erbe-Hamlin, Director
Public Health Department

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
"County"

Board of Supervisors Approval

Date: _____ Agenda Item Number: _____

-- D O N E E --

Dated: _____

Grace Foundation of Northern California

By: _____

Beth DeCaprio, Executive Director
"Donee"