

ORIGINAL

AGREEMENT FOR SALE OF SURPLUS PROPERTY #PIONEER FIRE PROTECTION DISTRICT

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 Pioneer Fire Protection District (hereinafter referred to as “Buyer”).

RECITALS

WHEREAS, County Ordinance Code Section 3.12.210 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 for direct sale in accordance with Government Code section 25504.; and

WHEREAS, the Board of Supervisors has determined that the Buyer is a public agency as described in Government Code Section 25372(a); that the surplus property is identified herein as the items 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. Buyer certifies that:

1. The Property is needed and will be used by the Buyer for Public Health 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. Buyer agrees to the following conditions:

1. In exchange for the Vehicle, the Buyer will pay County the total purchase price of \$2,000.00.

2. The Buyer agrees to register the Vehicle in their name with the California Department of Motor Vehicles within one week of the date of the sale.

3. The property purchased by Buyer 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 sold. This Vehicle is not salvaged equipment, has not been declared a total loss by an insurance company and has not been repaired pursuant to a Lemon Law.

C. County agrees to the following:

1. Provide the Certificate of Title (including Odometer Disclosure Section), signed by County.

2. The current registration for the vehicle.

3. The County agrees to deliver the Vehicle to Buyer with a current registration and a clear title. County warrants that County is the legal owner of the Vehicle and that the Vehicle is free of all legal claims, liens and encumbrances. The County agrees to pay for and deliver any necessary smog certificate to Buyer before the sale date.

D. Contract Administrator:

1. The County officer or employee with responsibility for administering this Agreement is Kent Taylor, Equipment Superintendent, Department of Transportation – Maintenance Unit or successor.

D. Venue:

1. Any dispute shall be resolved in accordance with the laws of the State of California.

E. Indemnity:


1. Buyer 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 attorney's 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 the Buyer's use or operation of Vehicle regardless of the existence of degree of fault or negligence of

the county, its officers, employees, or consultants except for the sole or active negligence of the county. This duty of Buyer 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: 

Rafael Martinez, Director
Department of Transportation

Dated: 3/28/19

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

- - COUNTY OF EL DORADO - -

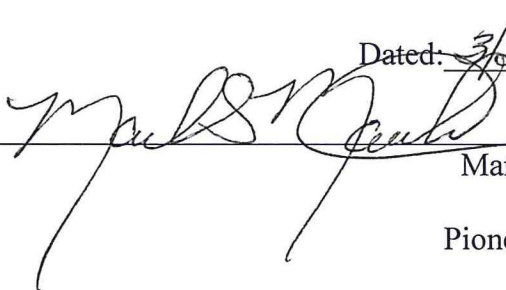
Dated: _____

By: _____
Purchasing Agent
"County"

Board of Supervisors Approval

Date: _____ Agenda Item Number: _____

- - D O N E E - -

Dated: 3/27/19
By:  _____
Mark S. Matthews, Fire Chief
Pioneer Fire Protection District
"Buyer"

