

AGREEMENT FOR DONATION AND USE OF SURPLUS PROPERTY

THIS AGREEMENT made and entered by and between the El Dorado Irrigation District, a special district organized and existing under the Irrigation District Law (Cal. Water Code §§ 20500 et seq.) (hereinafter referred to as “District”), and the County of El Dorado, hereinafter referred to as “Donee”).

RECITALS

WHEREAS, El Dorado Irrigation District Board Policy 3055 states that the District will dispose of surplus property in a fiscally responsible manner according to adopted administrative regulations.

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

A. District agrees to donate the following surplus property (hereinafter referred to as the “Property”): 1986 Custom Coach Modular Office Trailers, Serial Numbers; 0480 and 0481; Label/Insignia Numbers; 53923 and 53924, Decal Numbers; XCD2237 and XCD2238 Possession of Property by the Donee effective Wednesday October 14, 2009.

B. Donee certifies that:

1. The property 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 District.

C. Donee agrees to the following conditions:

1. Donee shall take possession of the Property as, when, and where directed by the District. The property will be delivered to the El Dorado County Union Mine facility.

2. 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 District and, in accordance with the District's direction and at the Donee's expense, return such Property to the District, or otherwise make the property available for transfer or other disposal by the District, provided the Property is still usable as determined by the District.

3. 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 the District, revert to the District and upon demand the Donee shall release such Property to such person as the District or its designee shall direct.

4. The Property acquired by the Donee is on an "as is", "where is" basis, without warranty of any kind. The District makes no representations about the condition of the property and hereby expressly disclaims any and all warranties, express or implied, applicable to the Property. Donee assumes all risks associated with the possession and use of the Property.

D. Contract Administrator:

1. The District officer or employee with responsibility for administering this agreement is Steve Griffin, General Services Supervisor, Finance and Management Department, or successor.

E. Indemnity:

1. Donee shall defend, indemnify, and hold the District, its officers and employees 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 workers, District employees, and the public, or damage to any property, including but not limited to District property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with Donee’s possession, transport, or use of the Property. This duty of Donee to defend is set forth in California Civil Code Section 2778.

F. Entire Agreement:

1. This document and the documents referred to herein are exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

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

- - D I S T R I C T - -

Dated: _____

By: _____

Steve Griffin, Purchasing Agent
“District”

- - D O N E E - -

Dated: _____

By: _____

Its: _____

“Donee”