

#470-O1311

**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 El Dorado County Office of Education (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 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), namely public education; that the Property identified herein is surplus computers with hard drives removed, computer accessories, monitors and other related equipment~~x~~ hereinafter referred to as "Property"; that the intended use of the Property is for distribution to public schools within El Dorado County; and that such use of the Property is for a public purpose.

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 carrying educational or 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.

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, Senior Buyer, or successor.

D. Term:

1. This Agreement shall become effective upon final execution by both parties hereto and shall expire three years thereafter.

E. 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.

F. 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 Property, 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.

G. 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.

H. 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: _____

Terri Daly
Purchasing Agent
"County"

Board of Supervisors Approval

Date: _____ Agenda Item Number: _____

- - D O N E E - -

Dated: 4/5/2013 _____

By: _____

Logan Lemming
Senior Director IT
El Dorado County Office of Education
"Donee"