

**AGREEMENT FOR USE OF DONATED SURPLUS PROPERTY 083-O1610**

Between

County of El Dorado Health And Human Services Agency

And

Tahoe Transportation District

Regarding

Transportation of Older Adults and Individuals with Disabilities in the South Lake Tahoe Area

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This Agreement is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Tahoe Transportation District, a special purpose transportation district established by Public Law 96-551 (hereinafter referred to as "Donee").

**R E C I T A L S**

**WHEREAS**, the County of El Dorado Area Agency on Aging and the City of South Lake Tahoe have sponsored and operated a "Transen" program to meet the transportation needs of senior and disabled residents of the Tahoe Basin portion of El Dorado County since 2001; and

**WHEREAS**, Donee has been approved for grant funding to operate demand response transportation for seniors and individuals with disabilities to improve access to services and resources; and

**WHEREAS**, the County and the City of South Lake Tahoe have determined it is more feasible for Donee to provide transportation for senior and disabled residents in the South Lake Tahoe area; and

**WHEREAS**, County Ordinance Code Section 2.12.220 authorizes the County 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 transfer of personal property to such organizations shall be made in conformity with Government Code 25365 and 25372, and with all applicable Federal, State (all references to

“State” in this Agreement shall mean the State of California unless otherwise specified), and local laws.

**NOW THEREFORE**, the County and Donee do hereby mutually agree as follows:

## **ARTICLE I**

### **Scope of Services:**

A. County shall at its own expense:

1. Transfer ownership of a 2003 Ford Braun passenger van VIN 1FTSS34L53HB94121 to Donee as authorized by the Board of Supervisors.

B. Donee shall at its own expense and while in operation:

1. Hold the Department of Motor Vehicle title for VIN 1FTSS34L53HB94121 and maintain current registration.
2. Provide maintenance and repair of the vehicle to ensure safe and reliable operation.
3. Maintain insurance coverage for the vehicle and its operation.
4. Provide regional demand response transportation for seniors and individuals with disabilities in the South Lake Tahoe area.

## **ARTICLE II**

**Term:** This Agreement shall be effective upon full execution by all parties hereto and shall remain in effect for three (3) years or until the van is no longer safely operational, whichever is sooner. Agreement may also be terminated pursuant to the provisions contained herein this Agreement under the Article titled “Termination.”

## **ARTICLE III**

**Compensation for Services:** There is no remuneration to either party associated with this Agreement.

## **ARTICLE IV**

**Changes to Agreement:** This Agreement may be amended by mutual consent of the parties hereto. Amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

## **ARTICLE V**

**Termination:** In the event Donee does not use the van as provided in Article I, Donee shall transfer title and right to the possession of the van, at the option of the County and at Donee’s expense, to the County and upon County’s demand Donee shall release the van to any person designated or authorized by the County to receive the van. In the event the van is no longer safely operational as determined by the Donee, Donee shall offer to transfer title and right to the possession of the van to the County at the County’s expense and, if the County does not accept



the van within 15 days, Donee may sell or otherwise dispose of the van.

#### **ARTICLE VII**

**Confidentiality:** Donee shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any client. Donee shall not use such information for any purpose other than carrying out Donee's obligations under this Agreement. Donee shall promptly transmit to the County all requests for disclosure of such information not emanating from the client. Donee shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such information to anyone other than the County, except when subpoenaed by a court. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finder or voice print or a photograph. If Donee receives any individually identifiable health information ("Protected Health Information" or "PHI") from County or creates or receives any PHI on behalf of County, Donee shall maintain the security and confidentiality of such PHI as required of County by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder.

#### **ARTICLE VIII**

**Partial Invalidity:** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

#### **ARTICLE XI**

**Notice to Parties:** All notices to be given by the parties hereto shall be in writing, served by depositing same in the United States Post Office, postage prepaid, and return receipt requested. Notices to the County shall be addressed as follows:

COUNTY OF EL DORADO  
HEALTH AND HUMAN SERVICES AGENCY  
3057 BRIW ROAD  
PLACERVILLE, CA 95667-5321  
ATTN: CONTRACTS UNIT

Or to such other location as the County directs with a copy to

COUNTY OF EL DORADO  
CHIEF ADMINISTRATIVE OFFICE  
PROCUREMENT AND CONTRACTS DIVISION  
360 FAIR LANE  
PLACERVILLE, CA 95667  
ATTN: PURCHASING AGENT

Notice to Donee shall be addressed as follows:

TAHOE TRANSPORTATION DISTRICT  
P.O. BOX 499  
ZEPHYR COVE, NV 89449  
ATTN: DISTRICT MANAGER

Or to such other location as Donee directs.

## **ARTICLE XII**

**Indemnity:** 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 attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to 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 services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, Donee, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

## **ARTICLE XIII**

**Contract Administrator:** The County officer or employee with responsibility for administering this Agreement on behalf of HHSA is Kristin Brinks, Deputy Director, Community Services Division, Health and Human Services Agency, or successor.

## **ARTICLE XIII**

**Authorized Signatures:** 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.

## **ARTICLE XIV**

**Waivers:** Failure of the County to enforce any provision of this Agreement shall in no event be considered a waiver of any part of such provision or any other provision contained herein. No waiver by the County of any breach or default by Donee shall operate as a waiver of any succeeding breach of the same terms in the Agreement or other default or breach of any of Donee's obligations under the Agreement. No waiver shall have any effect unless it is specific, irrevocable, and in writing.



## **ARTICLE XV**

**Partial Invalidity:** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provision shall continue in full force and effect without being impaired or invalidate in any way.

## **ARTICLE XVI**

**Venue:** Any dispute resolution action rising out of this Agreement, including, but not limited to litigation, mediation or arbitration, shall be brought in the County of El Dorado, California, and shall be resolved in accordance with the laws of the State of California.

## **ARTICLE XVII**

**Litigation:** County, promptly after receiving notice thereof, shall notify Donee in writing of the commencement of any claim, suit, or action against the County or its officers or employees for which TTD must provide indemnification under this Agreement. The failure of the County to give such notice, information, authorization, or assistance shall not relieve Donee of its indemnification obligations.

Donee, promptly after receiving notice thereof, shall immediately notify the County in writing of any claim or action against it which affects, or may affect, this Agreement, the terms and conditions hereunder, or the County or State of California, and shall take such action with respect to said claim or action which is consistent with the terms of this Agreement and the interest of the County and State.

## **ARTICLE XVIII**

**No Third Party Beneficiaries:** Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

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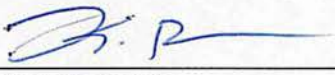
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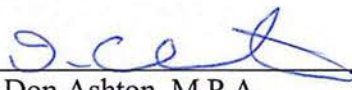
**ARTICLE XIX**

**Entire Agreement:** 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 CONTRACT ADMINISTRATOR CONCURRENCE:**

By:  Dated: 8/3/15  
Kristin Brinks  
Deputy Director  
Health and Human Services Agency

**REQUESTING DEPARTMENT HEAD CONCURRENCE:**

By:  Dated: 8/3/2015  
Don Ashton, M.P.A.  
Director  
Health and Human Services Agency

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Use of Donated Surplus Property #083-O1610 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 9/15/15

By: B.K. Veerkamp  
Brian Veerkamp, Chair  
Board of Supervisors  
"County"

ATTEST:

James S. Mitrisin,  
Clerk of the Board of Supervisors

By: Marcie MacFarland  
Deputy Clerk

Dated: 9/15/15

-- TAHOE TRANSPORTATION DISTRICT --

By: Carl Hasty  
Carl Hasty  
District Manager

Dated: 8/11/15