

AGREEMENT FOR DONATION AND USE OF SURPLUS PROPERTY

THIS AGREEMENT made and entered by and between the County of Monterey, a political subdivision of the State of California, (hereinafter referred to as “County”), and **City of Gonzales**, hereinafter referred to as “Donee”).

RECITALS

WHEREAS, County states that the County 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. County agrees to donate the following surplus property (hereinafter referred to as the “Property”): quantity 15 each Harris Unity Portable Radios valued at \$1,500 each.

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 City of Gonzales Police Department for public safety 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.

C. Donee agrees to the following conditions:

1. Donee shall take possession of the Property as, when, and where directed by the County, and shall promptly transport the Property off-site with its own forces and at its sole expense.

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 County and, in accordance with the County’s direction 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.

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 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.

4. 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. Donee assumes all risks associated with the possession, transport, and use of the Property.

D. Indemnity:

1. Donee shall defend, indemnify, and hold the County, 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 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 any property, including but not limited to County 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.

E. Entire Agreement:

1. This document and the documents referred to herein be 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.

- - COUNTY- -

By: Eric A. Chatham
Chief Information Officer
Information Technology Department

DocuSigned by:
Approved as to Form:

Katherine A. Hansen

2/24/2022 | 9:30 AM PST

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By: Katherine A. Hansen
Deputy County Counsel

~~DocuSigned by:~~
~~DONEE - -~~

Rene Mendez - City of Gonzales

2/22/2022 | 8:58 AM PST

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By: Rene Mendez
City Manager, City of Gonzales

Auditor-Controller -
Monterey County

DocuSigned by:

Burcu Mousa

2/28/2022 | 5:41 PM PST

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By: