

AGREEMENT

THIS AGREEMENT is entered into as of 1 day of February, 2017, between the COUNTY OF TULARE, referred to as "County", and the CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION, CAL FIRE TULARE UNIT, referred to as "Donee";

WITNESSETH

WHEREAS, the County has determined that the property set forth in Exhibit "A," attached hereto and incorporated herein, is surplus property no longer required by the County for public use as it is unserviceable; and

WHEREAS, the County has determined that said property is of no value to the County and will be dumped if not otherwise disposed; and

WHEREAS, Donee desires to receive said property, repair it as needed, and distribute it to fire stations with the California Department of Forestry and Fire Protection, CAL FIRE Tulare Unit; and

WHEREAS, the Donee has been informed of, and has agreed to the conditions set forth below;

ACCORDINGLY, IT IS AGREED as follows:

1. The County hereby donates, transfers, and delivers to the Donee the surplus County property set forth in Exhibit "A", attached hereto.
2. The County warrants that the County has good title to such property. However, such items of property donated are used and/or second hand goods and are donated to the Donee under this Agreement "with all faults". The COUNTY MAKES NO WARRANTY OF ANY KIND, INCLUDING ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, AND DONATES THE SUBJECT PROPERTY ONLY ON AN "AS IS" BASIS.
3. The Donee acknowledges that the items of property donated are used and/or second hand goods, acknowledges that Donee has examined the items of property as fully as Donee desires, acknowledges and agrees that County makes no warranty of any kind, and Donee accepts all of the property on an "as is" basis "with all faults".
4. The Donee agrees to hold harmless, defend, and indemnify the County, its officers, agents and employees from and against any liability, claims, actions, costs, damages or losses for injury, including death, to any person or damage to any property arising out of Donee's activities under this agreement and/or use by Donee or any third party of any of the property set forth in Exhibit "A" from the date of this Agreement.
5. The agent, officer or employees executing this Agreement on behalf of Donee, by signing this Agreement, declares under penalty of perjury that he/she is authorized to

bind his/her principal and that his/her principal is a legally organized entity with power to enter into this Agreement.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.