

AGREEMENT

THIS AGREEMENT is entered into as of _____ day of _____, 20_____, between the COUNTY OF TULARE, referred to as "County", and IVANHOE VOLUNTEER FIRE FIGHTERS ASSOCIATION, referred to as the "Donee";

WITNESSETH;

WHEREAS, the County has determined that the property identified in below in item 1. 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 and will be dumped if not otherwise disposed; and

WHEREAS, Donee desires to receive said property and distribute it to fire departments in Mexico; 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 surplus County property. The surplus property consists of old outdated and unserviceable fire fighting equipment; such as, turnout coats, turnout boots, gloves, helmets, nomex garments, and various obsolete tools and hose appliances.
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 OTHER WARRANTY OF ANY KIND, INCLUDING ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY AND 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 from the date of this Agreement.
5. The Agent, officer or employee 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.

COUNTY OF TULARE

Date: _____

By: _____
Chairman, Board of Supervisors
"County"

ATTEST: JEAN M. ROUSSEAU
County Administrative Officer/Clerk of the
Board of Supervisors of the County of Tulare

By: _____
Deputy Clerk

IVANHOE VOLUNTEER FIRE
FIGHTERS ASSOCIATION

Date: _____

By: _____
Michael D. Damron, President
"Donee"

Approved as to form:
COUNTY COUNSEL

By: _____
Deputy

By: _____
Arnoldo Loza, Treasurer
"Donee"