



Contract Number

SAP Number

San Bernardino County Fire Protection District

Department Contract Representative Dan Munsey
Telephone Number 909-387-5779

Contractor Travis Bonnel
Contractor Representative _____
Telephone Number _____
Contract Term _____
Original Contract Amount _____
Amendment Amount _____
Total Contract Amount NON-FINANCIAL
Cost Center _____
Grant Number (if applicable) _____

IT IS HEREBY AGREED AS FOLLOWS:

**AGREEMENT BETWEEN
SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT
AND
TRAVIS BONNEL
FOR
TRANSFER OF SERVICE DOG**

WHEREAS, San Bernardino County Fire Protection District (hereinafter "SBCFPD") has a service dog, Dino (Dino), that is aged and no longer able to provide service to SBCFPD; and

WHEREAS, Dino has been receiving care by its handler Travis Bonnel (Handler); and,

WHEREAS, the Handler has requested and is willing to continue to provide care to Dino; and

WHEREAS, in consideration of Handler providing SBCFPD a full release for Dino, SBCFPD is transferring Dino at no cost to the Handler.

NOW THEREFORE, SBCFPD and Handler agree to the following terms and conditions.

I. Agreement

- A. In consideration of benefits provided to SBCFPD under this Agreement, SBCFPD shall transfer to Handler, service dog Dino, at no cost.
- B. Handler understands that Dino is aged and no longer able to provide services to SBCFPD.
- C. Handler accepts all responsibility for Dino and acknowledges that Dino is provided in “as is” condition.
- D. SBCFPD and Handler shall cooperate in the transfer of ownership of Dino.

II. General Terms and Conditions

A. Legality and Severability

The parties' actions under the Agreement shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Agreement are specifically made severable. If a provision of the Agreement is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

B. Representation of the County and District

In the performance of the Agreement, Handler, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of San Bernardino County or SBCFPD.

C. Relationship of the Parties

Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

D. Duration of Terms

This Agreement, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Agreement.

E. Mutual Covenants

The parties to this Agreement mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of “good faith” and “fair dealing”.

F. Attorney Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party.

G. Choice of Law

This Agreement shall be governed by and construed according to the laws of the State of California.

H. San Bernardino County Fire Protection District Representative

The Fire Chief/Fire Warden or his/her designee shall represent SBCFPD in all matters pertaining to the services to be rendered under this Agreement, and shall be the final authority in all matters pertaining to the Agreement.

I. Venue

The venue of any action or claim brought by any party to this Agreement will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Agreement is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.

J. Release of Information

No news releases, advertisements, public announcements or photographs arising out of this Agreement or Handler' relationship with SBCFPD may be made or used without prior written approval of SBCFPD.

K. Dispute Resolution

In the event of a dispute, the parties shall use their best efforts to settle the dispute through negotiation with each other in good faith.

III. Indemnity and General Release

Handler accepts all liability and costs for Dino and hereby releases SBCFPD and its Board, officers, employees, volunteers, agents and contractors from all actions, claims or demands that Handler and/or its assignees, heirs, distributees, guardians, and legal representatives have or may in the future have for all injury or damage resulting from Dino. In approving this release, Handler agrees to and does hereby waive and relinquish all rights and benefits afforded under the provisions of Section 1542 of the Civil Code of the State of California, which provides as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Handler has carefully read this release and fully understands its contents. Handler is aware that this is a release of liability and approves it on Handler's own free will.

Handler agrees to indemnify, defend (with counsel reasonably approved by SBCFPD) and hold harmless SBCFPD and its Board, authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by SBCFPD on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. Handler indemnification obligation applies to SBCFPD's "active" as well as "passive" negligence but does not apply to SBCFPD's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

V. Full Understanding

This Agreement represents the full and complete understanding of the parties with respect to the subject matter hereto, and this Agreement supersedes all prior oral and written agreements or understandings between the parties with respect to the subject hereto. Any amendment to this Agreement shall be in writing, signed by both parties.

VI. Conclusion

This Agreement consisting of four (4) pages is the full and complete document describing the terms regarding the transfer of the equipment described herein.

VII. Signature

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterpart shall together constitute one and the same agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed agreement upon request.

IN WITNESS WHEREOF, this Agreement has been executed and approved and is effective and operative as to each of the parties herein provided.

SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT

►

Dawn Rowe, Chair, Board of Directors

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIR OF THE BOARD
Lynna Monell, Secretary

By _____
Deputy

Travis Bonnel

(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form
► _____
Rick Luczak, Deputy County Counsel
Date _____

Reviewed for Contract Compliance
► _____
Date _____

Reviewed/Approved by Department
► _____
Date _____