



SHANNON D. DICUS, SHERIFF-CORONER

BILL OF SALE

San Bernardino County, by and through its included Sheriff/Coroner/Public Administrator (SB County), agrees to donate to the Fontana School Police Department the property identified below, based upon the terms and conditions set forth herein. The property is being transferred to the Fontana School Police Department for \$0.00.

DESCRIPTION OF DONATION

- a. 2015 Chevrolet Impala, Equipment No. 004262, Vehicle Identification No. 2G1WA5E39F1124524
- b. 2006 Chevrolet Tahoe, Equipment No. 005191, Vehicle Identification No. 1GNEK12T56R106046
- c. 2020 Ford Police Utility Vehicle, Equipment No. 016441, Vehicle Identification No. 1FM5K8ABXLGB66791
- d. 2015 Chevrolet Impala, Equipment No. 004256, Vehicle Identification No. 2G1WA5E30F1123780
- e. 2014 Jeep Patriot, Equipment No. 005731, Vehicle Identification No. 1C4NJRBB1ED778944
- f. 2016 Ford Taurus, Equipment No. 004704, Vehicle Identification No. 1FAHP2D81GG154444
- g. 2014 Chevrolet Impala, Equipment No. 004466, Vehicle Identification No. 2G1WA5E3XE1144201

SB COUNTY'S REPRESENTATIONS AND WARRANTIES

SB County makes the following representations and warranties with respect to title of the above-listed seven vehicles (Vehicles):

- SB County has the rightful title;
- SB County's transfer of title is rightful; and
- The vehicles being donated are free from any liens, security interests, or encumbrances.

SB County has made the vehicles available to the Fontana School Police Department for examination. The Fontana School Police Department has examined the Vehicles and understands that the examination excludes from the terms of this donation any warranty of merchantability and warranty for fitness for particular purpose with regard to defects the examination should have revealed. The Fontana School Police Department understands the Vehicles are donated "AS IS" and "WITH ALL FAULTS."

THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE FACE HEREOF. WITH THIS DONATION, SB COUNTY EXPLICITLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY AND ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

TRANSFER OF OWNERSHIP

SB County agrees to file all necessary documents with the California Department of Motor Vehicles to transfer title of the Vehicles to the Fontana School Police Department. The Fontana School Police Department will take delivery of the Vehicles from SB County's Sheriff's Automotive Division, located at 655 East Third Street, San Bernardino, California 92415. The Fontana School Police Department agrees that at the point and time of transfer, Fontana School Police Department assumes all risks and liabilities of loss and damage, including damage to third parties. The Fontana School Police Department agrees to indemnify, defend (with Counsel reasonably approved by SB County), and hold harmless SB County and its authorized officers, employees, agents, and volunteers (Indemnitees) from any and all claims, actions, losses, damages, and/or liability arising out of the donation of the Vehicles from any cause whatsoever, including the acts, errors, or omissions of any person and for any costs or expenses incurred by SB County 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 Indemnitees. The Fontana School

Police Department indemnification obligation applies to SB County's "active" as well as "passive" negligence but does not apply to SB County's "sole negligence" or "willful misconduct" within the meaning to Civil Code section 2782.

IN WITNESS WHEREOF, THE FONTANA SCHOOL POLICE DEPARTMENT AND SB COUNTY EXECUTE THIS BILL OF SALE, WHICH SHALL BECOME EFFECTIVE ON THE DATE OF EXECUTION BY THE LAST PARTY TO SIGN.

San Bernardino County
Sheriff/Coroner/Public Administrator

Fontana School Police Department

Signature: _____

Signature: _____

Print Name: Rick Bessinger

Print Name: _____

Title: Undersheriff

Title: _____

Date: _____

Date: _____