



JOHN McMAHON, SHERIFF-CORONER



BILL OF SALE

The County of San Bernardino ("SB County") agrees to donate to the Contra Costa County property as identified below based upon the terms and conditions set forth below. The property is being transferred to Contra Costa County for \$0.00.

DESCRIPTION OF DONATION

One 1978 Beechcraft King Air A200 Aircraft, equipment No. 292011, Serial No. N215SB BC-57 (registration N215SB), ("Aircraft").

SB COUNTY'S REPRESENTATIONS AND WARRANTIES

SB County has made Aircraft and Equipment available to Contra Costa County for examination. Contra Costa County has examined the Aircraft and Equipment 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. Contra Costa County understands the Aircraft and Equipment are donated "AS IS" and "WITH ALL FAULTS."

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

TRANSFER OF OWNERSHIP

SB County agrees to relinquish any and all interest it has in the Aircraft and file all necessary documents with the Federal Aviation Administration to transfer title of Aircraft to Contra Costa County. Contra Costa County will take delivery of Aircraft and Equipment from SB County's Sheriff's Aviation Division, located at San Bernardino International Airport. Contra Costa County agrees that at the earlier point and time of transfer, or at the point Contra Costa County takes possession of the Aircraft and Equipment, Contra Costa County assumes all risks and liabilities of loss and damage, including damage to third parties. Contra Costa County agrees to indemnify, defend (with counsel reasonably approved by SB County) and hold harmless the 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 Aircraft and Equipment 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. Contra Costa County indemnification obligation applies to the SB County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning to Civil Code Section 2782. Furthermore, Contra Costa County waives any and all rights of subrogation as it relates to the sale, transfer or possession of the Aircraft and Equipment.

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

County of San Bernardino

“Agency Name”

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: Undersheriff

Title: _____

Date: _____

Date: _____