EXHIBIT A

**VEHICLE DONATION AGREEMENT**

 This **Vehicle Donation Agreement** (this “Agreement”), dated as of June \_\_, 2022 (the “Effective Date”) is made by and entered into by and between the **Sleepy Hollow Fire Protection District**, an autonomous Special District of the State of California (the “District”), and **William S. Fisher** (“Fisher”), an individual. The District and Fisher are from time to time in this Agreement each referred to individually as a “Party” and collectively as the “Parties”.

**RECITALS**

 This Agreement is made with reference to the following facts and objectives:

 A. The District is responsible for fire protection and emergency services in the unincorporated area and surrounding parcels known as Sleepy Hollow in Marin County, California. The District is a political subdivision of the State of California.

 B. Fisher owns and desires to donate to the District, and the District desires to accept, a pick-up truck-based wildland-urban fire response vehicle , including all equipment and personal property installed on the vehicle (collectively, the “Vehicle”), for the use and benefit of the District’s operations. The Vehicle is more specifically described in Section 1, below.

 C. The Parties intend that Fisher’s donation of the Vehicle shall qualify as a charitable contribution of a qualified vehicle made for exclusively public purposes pursuant to 26 U.S.C. §170(c)(1) and allowable as a tax deduction under Internal Revenue Service ("IRS") regulations.

 NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties to this Agreement agree as follows:

**AGREEMENT**

**1. DONATION OF VEHICLE**

 **(a) Donation Date.** This Agreement shall be deemed effective upon its execution and delivery by both Parties; *provided, however*,that for purposes of this Agreement, the “Donation Date" shall mean the date on which Fisher delivers possession of, and the District accepts, the Vehicle in accordance with this Agreement unless Fisher shall have received notice from the District prior to the Donation Date specifying its objection thereto.

 **(b) Donation of Vehicle.** As of the Donation Date, Fisher shall donate and transfer to the District for no consideration all right, title, and interest in and to the Vehicle (the “Donation”), free and clear of all encumbrances. The Vehicle is specifically described as:

 Vehicle Year, Make, Model, and Color: 1986 Ford F-350, Lime Green

 Vehicle Identification Number (“VIN”): 1FDKF38L9GNA08159

 Vehicle Odometer Reading: 62,844

 Vehicle Value: $4,200

**2.** **PURPOSE OF DONATION**

 **(a)** **Purpose.** The Vehicle is conveyed to the District exclusively to further the District’s performance of its fire protection and emergency services and related functions for the benefit of the public, and the Vehicle is suitable for the District’s intended use; and

 **(b)** **Use.** The Vehicle shall be owned and utilized exclusively for the benefit of the District’s regularly conducted operations benefiting the public; *provided, however*, that the District may allow any fire and/or emergency service agency or entity which is providing a service to the District or which is engaged in joint training activities with the District to utilize the Vehicle in accordance with District policies. By way of example and not by limitation, such fire and/or emergency services agencies or entities may include the Ross Valley Fire Department and the Marin County Fire Department.

**3.** **VEHICLE TITLE**

 Fisher hereby represents and warrants to the District as of the Effective Date as follows:

 **(a) No Certificate of Title.** No Certificate of Title issued by the California Department of Motor Vehicles (the “DMV”) currently exists which identifies Fisher as the legal owner of Vehicle or the VIN, make, model, year, odometer mileage, registration date, lienholder’s name and information (if any), or value of the Vehicle; and

 **(b) Ownership and Transferability of Vehicle.** Fisher has good and indefeasible title to the Vehicle free and clear of any lien, mortgage, pledge, charge, security interest, or other encumbrance; Fisher has full power and authority to transfer the Vehicle to the District and deliver the Vehicle to the District under this Agreement; at the Donation Date Fisher will have duly authorized such transfer and delivery to the District by all necessary action; and the District will, at the Donation Date, own the Vehicle, free and clear of any lien, mortgage, pledge, charge, security interest, or other encumbrance.

 **(c) Survival of Representations and Warranties.** Fisher’s representations and warranties made in this Section 3 shall survive the execution and delivery of this Agreement and the delivery of the Vehicle to the District. Such representations and warranties have been or will be relied upon by the District, regardless of any investigation made by the District or on its behalf and notwithstanding that the District may have had notice or knowledge of any defect in title to the Vehicle, and shall continue in full force and effect.

**4. VEHICLE CONDITION**

 Other than as expressly set forth in this Agreement, the Parties acknowledge and agree that:

 **(a)** **No Representations or Warranties.** Neither Fisher nor any agents, representatives, or employees of Fisher have made any representations or warranties to the District with respect to the Vehicle’s condition, value, future performance, fitness for particular purpose, merchantability, or otherwise, directly or indirectly and, further, Fisher disclaims any warranty as to the condition or working order of the Vehicle;

 **(b)** **Inspection.** The District has been afforded the opportunity to make such non-invasive inspections (or to have such inspections made by consultants) relating to the Vehicle’s physical or mechanical condition as it desires and to obtain information regarding operative governmental laws and regulations to which the Vehicle is or may be subject prior to or following the Donation Date;

 **(c)** **Reliance.** The District is relying solely on its own investigation as to the Vehicle and is assuming the risk that adverse physical, mechanical, or other conditions may not have been revealed by such investigation;

 **(d)** **Knowledge.** The District’s elected directors, officers, agents, and representatives include retired fire and emergency services professionals with experience and knowledge in the areas of fire apparatus acquisition, operation, and maintenance;

 **(e)** **Acceptance As-Is.** The District shall accept the Vehicle from Fisher in its “AS-IS, WHERE IS” condition, with all faults, if any, and without any warranty, express or implied; and

 **(f)** **Post-Acceptance.** From and after its acceptance of the Vehicle from Fisher, the District shall be responsible for any defects in the Vehicle, whether patent or latent including, without limitation, the physical and mechanical condition of the Vehicle.

**5. TRANSFER MATTERS**

 The Parties shall reasonably cooperate to enable the District and Fisher to prepare, execute, and submit to the DMV all appropriate documentation that may be necessary to effect the transfer of the Vehicle to the District in accordance with this Agreement, in the form and substance of those DMV Forms specified below and attached hereto including, without limitation (collectively, the “Vehicle Transfer Documents”):

 **(a) Verification of Vehicle.** The *Verification of Vehicle* (DMV Form REG 31) completed by California Highway Patrol Officer Kevin Giannone on April 25, 2022;

 **(b) Application for Title or Registration.**  An *Application for Title or Registration* (DMV Form REG 343);

 **(c) Statement of Facts.** A *Statement of Facts* (DMV Form REG 256); and

 **(d) Bill of Sale.** A *Bill of Sale* (DMV Form REG 135).

 **(f) Appointment as Attorney-in-Fact and Agent.** Fisher hereby appoints the District as Fisher’s true and lawful attorney-in-fact and agent to prepare, execute, and submit to the DMV all appropriate documentation that may be necessary to effect the transfer of the Vehicle to the District in accordance with this Agreement

 **(g) Transfer Costs.** The District shall be solely responsible for all reasonable costs incurred in connection with the preparation of the Vehicle Transfer Documents and their submission to the DMV, including DMV transfer fees, if any. Except as otherwise expressly provided in this Agreement, or by mutual written agreement of the District and Fisher, all costs associated with ownership of the Vehicle prior to the Donation Date shall be borne by Fisher including, without limitation, the cost of insuring the Vehicle, taxes imposed on Fisher as a result of Fisher’s ownership or conveyance of the Vehicle pursuant to this Agreement, or Fisher’s attorneys' fees, costs, and expenses previously incurred, or to be incurred in the future, in connection with the preparation, drafting, and execution of this Agreement or any amendment to it.

 **(h) Assignment of Warranties.** Fisher hereby assigns and transfers to the District all right, title, and interest in and to any warranties and guarantees issued in connection with the manufacture, construction, purchase, and/or operation of the Vehicle, if any, (collectively, the “Warranties”) to the greatest extent such Warranties are assignable under law. In consideration of the foregoing assignment, the District hereby assumes and agrees to perform all of the obligations, if any, with respect to the Warranties arising or accruing on and after the Donation Date. The Parties understand and agree that no additional warranty is created by this Agreement and that the Vehicle will not be under manufacturers’ and/or dealer warranties at the time of transfer of ownership of the Vehicle to the District.

 **(i) Vehicle Disposition.** The Vehicle will be maintained as an asset of the District for so long as the District determines that it is reasonable to do so. The District agrees to provide any required licensing, registration, and insurance for the Vehicle during such time as the Vehicle is under ownership of the District. If the District ceases to provide fire protection and emergency services as the result of a merger, consolidation, division, or dissolution of the District, or if the Vehicle’s useful service life has been reached or exceeded, or if the District should for any other reason wish to sell, donate, or otherwise divest itself of the Vehicle, then the District may do so without restrictions. Fisher understands and agrees that the Vehicle may be subsequently so conveyed by the District via sale, donation, consignment, online auction, or similar sales channel. In such event, the District will be solely responsible for determining the end of the useful service life of the Vehicle (if applicable) and the manner of reconveyance or disposition of the Vehicle, including any costs relating thereto. Fisher further understands and agrees that prior to any sale of the Vehicle by the District, the District may perform or provide certain reconditioning, merchandising, and other services on the Vehicle, in each case as authorized or directed by the District in its sole discretion. The proceeds of any sale of the Vehicle shall be deposited in the District’s general fund. Notwithstanding any other provision of this Section 5(i), in the event of any such reconveyance or disposition of the Vehicle, the District reserves the right to remove from the Vehicle any installed equipment and personal property that the District determines can be used on another fire protection or emergency services vehicle or otherwise.

**6. TAX MATTERS**

 **(a) Charitable Deduction.** The District and Fisher agree that the District is not obligated to pay Fisher or any other party for the conveyance of the Vehicle, but rather Fisher shall cause the Vehicle to be transferred to the District for zero consideration. The District acknowledges that Fisher intends to claim a deduction for the donation of the Vehicle to the District as a non-cash charitable contribution by Fisher with respect to the Donation and represents that it has not provided any goods or services, in whole or in part, to Fisher in consideration for the contribution of the Vehicle. Any available tax deduction or other tax benefit on the basis of the Donation shall be claimable solely by Fisher. Not later than thirty (30) days following the Donation Date, the District shall provide to Fisher a contemporaneous written acknowledgment of the Donation using IRS Form 1098-C, *Contributions of Motor Vehicles, Boats, and Airplanes*, which acknowledgement shall include Fisher’s name and taxpayer identification number, the VIN, the Donation Date, and a statement that no goods or services were provided by the District in return for the Donation, together with a description of the District’s intended use of the Vehicle (an “Acknowledgement”).

 **(b) Vehicle Valuation for Tax Purposes.** With respect to the valuation of the Vehicle for the purposes of such tax deduction or other tax benefit, the fair market value (“FMV”) of the Vehicle shall be determined in accordance with IRS Publication 561, *Determining the Value of Donated Property.*

If prior to the Donation Date the District determines in its good faith judgment that the Vehicle’s current FMV is less than Five Thousand Dollars ($5,000), then:

 **(i)** The District shall furnish to Fisher evidence of current FMV measurements based on prices listed in used vehicle pricing guides for a private party sale of a similar vehicle, *provided, however*, that Fisher acknowledges and agrees that the Vehicle’s FMV may be less than the amount of the prices listed in used vehicle pricing guides due to the Vehicle’s mechanical condition, body damage, mileage, or any type of excessive wear, and the Vehicle’s FMV may be the same as the price listed in a used vehicle pricing guide for a private party sale only if the guide lists a sales price for a vehicle that is the same make, model, and year, sold in the same area, in the same condition, with the same or similar options or accessories, and with the same or similar warranties as the Vehicle;

 **(ii)** The District shall timely file Copy A of Form 1098-C with the IRS to report the information contained in the Acknowledgement; and

 (**iii)** Fisher shall timely file a completed IRS Form 8283, *Noncash Charitable Contributions*, to report information about the Donation.

 **(c) Subsequent Disposition of Vehicle.** In the event that within three (3) years after the Donation Date the District sells or otherwise disposes of the Vehicle pursuant to Section 7(e), below, then the District shall file IRS Form 8282, *Donee Information Return* within one hundred twenty-five (125) days after the District disposes of the Vehicle. If applicable, such Form 8282 shall identify Fisher as donor and the District as donee, and the amount the District received upon disposition of the Vehicle. The District shall promptly provide to Fisher a copy of the completed Form 8282.

**7. LIABILITY MATTERS**

 **(a) District’s Section 1542 Waiver.** Except for those terms and provisions which expressly survive the Donation from and after the Donation Date, the District hereby completely releases and forever discharges Fisher and Fisher’s employees, agents, representatives, or any other person acting on behalf of Fisher (collectively, the “Fisher Indemnitees”) from and against all claims, actions, causes of action, demands, rights, damages, costs, expenses, or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen (collectively, “Claims”) arising from or in any way growing out of or connected with the physical condition of the Vehicle or any law or regulation applicable thereto (collectively, the “Released Matters”). In connection with such waiver and relinquishment, the District acknowledges that it is aware that it hereafter may discover Claims or facts in addition to or different from those which it now knows or believes to exist with respect to the Released Matters, but that it is the District’s intention to fully, finally, and forever to settle and release all of the Released Matters in accordance with the provisions of this Section 7(a), and the release set forth herein shall be and remain in effect as a full and complete release notwithstanding the discovery or existence of any such additional or different Claims or facts. The foregoing release of Claims shall be binding on the District and all subsequent owners, lessees, and other transferees of the Vehicle. In connection with this Section 7(a), the District expressly waives the benefits of Section 1542 of the California Civil Code which provides as follows:

**“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE**

**CREDITOR DOES NOT KNOW OR EXPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN TO HIM MUST**

**HAVE MATERIALLY AFFECTED THE SETTLEMENT WITH THE DEBTOR.”**

 **(b) Hold Harmless.** The District hereby agrees to completely and wholly release and hold harmless the Fisher Indemnitees or any of them from any and all claims, damages, causes of action of any kind whatsoever, statutory or otherwise, personal injury (including death), property damage, lawsuits and judgments, court costs, expenses and reasonable attorneys’ fees, and all other expenses resulting directly or indirectly from the unintentional acts, omissions, and activities of the Fisher Indemnitees or any of them relating to the District’s use of the Vehicle or which may be sustained by reason of any unintentional act or omission on the part of the District, its elected directors, officers, agents, representatives, volunteers, or by anyone acting directly or indirectly on behalf of the District or by anyone for whose unintentional acts or omissions any of them may be liable.

 **(c) Notice of Transfer and Release of Liability.** Within five (5) days following delivery of the Vehicle Bill of Sale signed by both Fisher and the District, Fisher shall complete and submit to the DMV a *Notice of Transfer and Release of Liability* (DMV Form REG 138). This Section 7(a) and the NRL shall survive delivery of the Vehicle to the District and termination of this Agreement.

 **(d) Risk of Loss or Damage.** All risks of theft, damage, loss, or destruction to the Vehicle for any reason between the Effective Date and the delivery of the Vehicle Bill of Sale and the District’s acceptance of the Vehicle shall be upon Fisher. To the extent that such damage, loss, or destruction may be repaired, replaced, or restored, Fisher shall do so expeditiously unless the District shall elect not to accept the Donation.Upon the delivery of the Bill of Sale and the District’s acceptance of the Vehicle, the District shall bear all risks of damage, loss, or destruction to the Vehicle for any reason.

**8. GENERAL PROVISIONS**

 **8.1 Further Assurances.** From time to time, at the District’s or Fisher’s request and without further consideration, each Party shall execute and deliver such additional documents and take all such further action as may be reasonably necessary or reasonably requested to effect the actions and consummate the transactions contemplated by this Agreement.

**8.2 Public Announcements**. Fisher hereby authorizes the District to publish and disclose in any District announcement or disclosure the Donation with reference to Triple C Ranch only, *provided* that prior to any such publication or disclosure the District has provided Fisher with an opportunity to review and comment upon such announcement or disclosure, which comments the District will consider in good faith.

 **8.3 Governing Law.** This Agreement and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of, or relate to this Agreement or the negotiation, execution, or performance of this Agreement (including any claim or cause of action based upon, arising out of, or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by the laws of the State of California.

 **8.4 Binding Effect**. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by each Party, any successors or permitted assigns of a Party, and Fisher’s heirs and the personal representative(s) or executor(s) of Fisher’s estate.

 **8.5** **No Third-Party Beneficiaries**. Nothing in this Agreement shall confer upon any person or entity not a party to this Agreement, or the legal representatives of such person or entity, any rights or remedies of any nature or kind whatsoever under or by reason of this Agreement, except the personal representative of the deceased Fisher may enforce the provisions hereof applicable in the event of the death of Fisher.

 **8.6 Force Majeure.** No Party shall be in breach of this Agreement if any obligations required to be performed hereunder are postponed or delayed because of an act of God, natural disaster, catastrophe, accident, fire, labor dispute, lockout, strike, riot or civil commotion**,** act of public enemy, governmental act, regulation or rule, failure of technical facilities, a day of national mourning, emergency or other circumstance or event beyond the control of the Parties to this Agreement.

 **8.7 Survival.** The rights and obligations of the Parties which, by their nature, are normally intended to survive the termination or completion of an agreement similar to this Agreement shall remain in full force and effect following termination of this Agreement for any reason.

 **8.8 Assignment Restricted.** Each Party's rights and obligations under this Agreement may not be assigned without the other Party’s written consent, which consent shall not be unreasonably withheld, conditioned, or delayed, *provided, however*, that the District may, without the necessity of obtaining Fisher’s prior written consent, assign this Agreement and all of its rights and obligations under this Agreement to any entity resulting from the reorganization of the District or succeeding to the operations or assets of the District by merger, consolidation, or otherwise.

**9.**     **MISCELLANEOUS**

 This Agreement contains the entire understanding of the Parties with respect to the subject matter of this Agreement and, upon its Effective Date, supersedes and nullifies all prior or contemporaneous conversations, negotiations, or agreements (oral or written) regarding the subject matter of this Agreement. For the avoidance of doubt, the Parties acknowledge that this Agreement is executed and binding prior to the Donation Date, and the terms of this Agreement shall not be in effect unless and until the Donation Date occurs. This Agreement may not be modified, amended, or waived in any manner except by a written instrument signed by all Parties to this Agreement. This Agreement may be executed in counterparts. A counterpart transmitted via electronic means, and all executed counterparts, when taken together, shall constitute sufficient proof of the Parties’ entry into this Agreement. The Parties agree to execute any further or future documents which may be necessary to allow the full performance of this Agreement. The failure of a Party to require performance of any provision of this Agreement shall not affect the right of such Party to later enforce any provision. A waiver of the breach of any term or condition of this Agreement shall not be deemed a waiver of any subsequent breach of the same or any other term or condition. If any provision of this Agreement shall, for any reason, be held unenforceable, such unenforceability shall not affect the remaining provisions hereof, except as specifically noted in this Agreement, or the application of such provisions to other persons or circumstances, all of which shall be enforced to the greatest extent permitted by law. The headings in this Agreement are inserted for convenience of reference only and shall not control the meaning of any provision of this Agreement. Upon full execution by all Parties, this Agreement shall be binding as of the Effective Date.

 IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the date first above written.

Date: June \_\_\_\_, 2022 **WILLIAM S. FISHER**

William S. Fisher, an individual

Date: June \_\_\_\_, 2022 **SLEEPY HOLLOW FIRE PROTECTION DISTRICT,** a Special District of the State of California

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name: Richard C. Shortall, Jr.
Title: Director/President