

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 3.16  
(ID # 18016)

**MEETING DATE:**

Tuesday, January 11, 2022

**FROM :** FIRE DEPARTMENT:

**SUBJECT:** FIRE DEPARTMENT: Authorization to accept donation of one (1) 2000 KME 100' Aerial Ladder Fire Truck from the City of Corona; District All; [\$25,000] 37% General Fund, 45% Structural Fire Taxes & Prop 172, 18% Contract Reimbursement

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Authorize and accept the donation of one (1) 2000 KME 100' Aerial Ladder Fire Truck VIN 1K9AF4280YN058208 from the City of Corona to the County of Riverside Fire Department; and
2. Authorize the Fire Chief to sign Attachment A; Donation of Surplus Property Waiver & Release Form as approved by County Counsel.

**ACTION:**Policy

Bill Weiser, Fire Department Chief

12/21/2021

---

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Jeffries, seconded by Supervisor Spiegel and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: January 11, 2022  
xc: Fire

Kecia R. Harper  
Clerk of the Board

By:   
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 12,500	\$ 25,000	\$ 25,000	\$ 25,000
<b>NET COUNTY COST</b>	\$ 4,625	\$ 9,250	\$ 9,250	\$ 9,250
<b>SOURCE OF FUNDS:</b> 37% General Fund, 45% Structural Fire Taxes & Prop 172; Contract Reimbursement 18%			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	21/22

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

The Fire Department proposes to accept the donation of one (1) 2000 KME 100' Aerial Ladder Fire Truck (ALFT) from the City of Corona for use at the Ben Clark Training Center (BCTC). The ALFT will be utilized at BCTC to provide specialized truck training. The fair market value is estimated at \$100,000 and has 95,243 miles. The future annual maintenance costs are estimated at \$25,000.

The truck is identified:

2000 KME 100' Aerial Ladder Fire Truck - VIN 1K9AF4280YN058208 - License # 1065695

The Department currently utilizes twelve (12) ALFTs throughout the county as part of the cooperative system. This equipment is used for structural rescue and full-service calls (to include traffic accidents). The additional truck will benefit our cooperative integrated system and ultimately provide a greater level of training once located at BCTC. The cost of a new ALFT is \$1.3 million.

**Impact on Residents and Businesses**

Having this truck available for use at our training center will allow our field personnel to be properly trained in the use of a truck and eliminate the need to remove other vital front-line ALFTs from service during Fire Truck training. Properly trained personnel ensure we provide the best possible service to our communities in Riverside County.


**Additional Fiscal Information**

The fair market value is estimated at \$100,000. The average annual maintenance costs are \$25,000. The annual maintenance costs will be allocated in the Fire Department's annual Cost Allocation Plan.

SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA

  
Melissa Cushman

12/22/2021



Juan C. Perez, Chief Operating Officer

1/5/2022

  
Gregory V. Priamos, Director County Counsel

12/22/2021



WHEN DOCUMENT IS FULLY EXECUTED RETURN  
CLERK'S COPY

Riverside County Clerk of the Board, Stop 1010  
Office Box 1147, Riverside, Ca 92502-1147  
Thank you.



**DONATION OF SURPLUS PROPERTY  
WAIVER & RELEASE FORM**

<b>NAME OF PERSON OR ORGANIZATION RECEIVING SURPLUS PROPERTY ("RECIPIENT"):</b> RIVERSIDE COUNTY FIRE DEPARTMENT	
<b>RECIPIENT ADDRESS:</b> 210 WEST SAN JACINTO AVENUE, PERRIS, CA 92570-1915	<b>TELEPHONE:</b> 951-940-6900
<b>DESCRIPTION OF SURPLUS PROPERTY (INCLUDE IDENTIFICATION # IF APPLICABLE) ("SURPLUS PROPERTY"):</b> <p style="text-align: right;">FIRE APPARATUS, UNIT #62043, TRACTOR DRAWN AERIAL.</p>	
<b>IF RECIPIENT IS AN ORGANIZATION, NAME OF ITS REPRESENTATIVE EXECUTING THIS FORM ("RECIPIENT REPRESENTATIVE"):</b> BILL WEISER, FIRE CHIEF	
<b>BY EXECUTING BELOW, RECIPIENT UNDERSTANDS, ACKNOWLEDGES AND AGREES TO THE FOLLOWING (INITIAL EACH):</b> <p>The Recipient is the type of organization authorized to receive surplus property under Corona Municipal Code Section 3.08.150 and adopted City policy. <u>BW</u> (Initial)</p> <p>The term "City" shall mean the City of Corona. The term "Recipient Releasors" shall mean the Recipient and its officials, officers, employees, agents, volunteers, successors and assigns, including the Recipient Representative, as well as any of their personal representatives, heirs and next-of-kin. The term "City Releasees" shall mean the City of Corona and its officials, officers, employees, agents, volunteers, successors and assigns. The term City shall mean the City of Corona. <u>BW</u> (Initial)</p> <p>AS CONSIDERATION FOR ITS RECEIPT OF THE SURPLUS PROPERTY, THE RECIPIENT, ON BEHALF OF ITSELF AND THE RECIPIENT RELEASORS, HEREBY RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE the City Releasees from and for any and all liability for any loss or damage to the Recipient, the Recipient Releasors, the Surplus Property or any other property or person, including third parties, and from and for any claims or demands related to any loss, damage, cost or injury, including wrongful death, to any property or persons, including without limitation the person or property of the Recipient, the Recipient Releasors or any other person or third party, whether directly or indirectly caused by any known or unknown act, omission or willful conduct of the Recipient, the Recipient Releasors, the City, the City Releasees, or any other person or third party which is in any way related to the receipt, use, maintenance or ownership of the Surplus Property. <u>BW</u> (Initial)</p> <p>AS CONSIDERATION FOR ITS RECEIPT OF THE SURPLUS PROPERTY, THE RECIPIENT, ON BEHALF OF ITSELF AND THE RECIPIENT RELEASORS, HEREBY ACCEPTS ALL RISKS (KNOWN OR UNKNOWN) which are in any way related to the receipt, use, maintenance or ownership of the Surplus Property. <u>BW</u> (Initial)</p>	

JAN 11 2022 316



**CITY OF CORONA  
DONATION OF SURPLUS PROPERTY  
WAIVER & RELEASE FORM**

THE RECIPIENT, ON BEHALF OF ITSELF AND THE RECIPIENT RELEASORS, ACKNOWLEDGES that all warranties which may have existed for the Surplus Property, including, but not limited to, the manufacturer's warranty, may have expired or may not be transferable to Recipient, and that the City makes no representation, warranty, guarantee or pledge that any such warranties have not expired or may be transferable to, or usable by, Recipient. BW (Initial)

THE RECIPIENT, ON BEHALF OF ITSELF AND THE RECIPIENT RELEASORS, ACKNOWLEDGES that the Surplus Property has deteriorated over time, that the Recipient accepts the Surplus Property as-is and with all risks inherent in the receipt, use, maintenance or ownership of the Surplus Property, and that the City makes no representation, warranty, guarantee or pledge that the Surplus Property will be effective, safe or useful in any way. BW (Initial)

AS CONSIDERATION FOR ITS RECEIPT OF THE SURPLUS PROPERTY, THE RECIPIENT, ON BEHALF OF ITSELF AND THE RECIPIENT RELEASORS, HEREBY AGREES TO DEFEND, INDEMNIFY AND SAVE AND HOLD FREE AND HARMLESS City Releasees from any and all liability from loss, damage, cost or injury, including wrongful death, to any property or persons, including third parties, in any manner arising out of or incident to any acts, omissions or willful misconduct in any way related to the receipt, use, maintenance or ownership of the Surplus Property, including without limitation the payment of attorneys' fees. The Recipient shall defend at its own expense, including attorneys' fees, the City Releasees in any action or proceeding, legal, administrative or otherwise, based upon such acts, omissions or willful misconduct. BW (Initial)

THE RECIPIENT, ON BEHALF OF ITSELF AND THE RECIPIENT RELEASORS, ACKNOWLEDGES that this Form is intended to be, and shall be, interpreted and applied as broad and inclusive as is permitted by federal, state and local laws, rules and regulations, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. BW (Initial)

THE RECIPIENT REPRESENTATIVE REPRESENTS that he or she is age eighteen (18) or older, has the full power and authority to execute this Form on behalf of the Recipient and to thereby bind the Recipient as provided for herein, and that all procedural or substantive steps necessary to obtain the authorization of the governing board of the Recipient have lawfully occurred. BW (Initial)

THE RECIPIENT HAS READ, UNDERSTANDS AND VOLUNTARILY SIGNS THIS FORM, and makes the following additional representations: (1) this Form shall be binding upon the Recipient Representative, the Recipient and the Recipient Releasors; (2) valuable legal rights are being given up by executing this Form; (3) the advice of an attorney can be sought before executing this Form; and (4) this Form is being signed of free will and no written or oral representations, statements or inducements, apart from the foregoing written provisions, have been made to induce Recipient to execute this Form. BW (Initial)

**SIGNATURE OF RECIPIENT REPRESENTATIVE:**

BW

**DATE:**

1-12-22



WHEN DOCUMENT IS FULLY EXECUTED RETURN  
CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you.



### DONATION OF SURPLUS PROPERTY WAIVER & RELEASE FORM

NAME OF PERSON OR ORGANIZATION RECEIVING SURPLUS PROPERTY ("RECIPIENT"): RIVERSIDE COUNTY FIRE DEPARTMENT	
RECIPIENT ADDRESS: 210 WEST SAN JACINTO AVENUE, PERRIS, CA 92570-1915	TELEPHONE: 951-940-6900
DESCRIPTION OF SURPLUS PROPERTY (INCLUDE IDENTIFICATION # IF APPLICABLE) ("SURPLUS PROPERTY"):  FIRE APPARATUS, UNIT #62043, TRACTOR DRAWN AERIAL.	
IF RECIPIENT IS AN ORGANIZATION, NAME OF ITS REPRESENTATIVE EXECUTING THIS FORM ("RECIPIENT REPRESENTATIVE"): BILL WEISER, FIRE CHIEF	
BY EXECUTING BELOW, RECIPIENT UNDERSTANDS, ACKNOWLEDGES AND AGREES TO THE FOLLOWING (INITIAL EACH):  The Recipient is the type of organization authorized to receive surplus property under Corona Municipal Code Section 3.08.150 and adopted City policy. _____ (Initial)  The term "City" shall mean the City of Corona. The term "Recipient Releasors" shall mean the Recipient and its officials, officers, employees, agents, volunteers, successors and assigns, including the Recipient Representative, as well as any of their personal representatives, heirs and next-of-kin. The term "City Releasees" shall mean the City of Corona and its officials, officers, employees, agents, volunteers, successors and assigns. The term City shall mean the City of Corona. _____ (Initial)  AS CONSIDERATION FOR ITS RECEIPT OF THE SURPLUS PROPERTY, THE RECIPIENT, ON BEHALF OF ITSELF AND THE RECIPIENT RELEASORS, HEREBY RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE the City Releasees from and for any and all liability for any loss or damage to the Recipient, the Recipient Releasors, the Surplus Property or any other property or person, including third parties, and from and for any claims or demands related to any loss, damage, cost or injury, including wrongful death, to any property or persons, including without limitation the person or property of the Recipient, the Recipient Releasors or any other person or third party, whether directly or indirectly caused by any known or unknown act, omission or willful conduct of the Recipient, the Recipient Releasors, the City, the City Releasees, or any other person or third party which is in any way related to the receipt, use, maintenance or ownership of the Surplus Property. _____ (Initial)  AS CONSIDERATION FOR ITS RECEIPT OF THE SURPLUS PROPERTY, THE RECIPIENT, ON BEHALF OF ITSELF AND THE RECIPIENT RELEASORS, HEREBY ACCEPTS ALL RISKS (KNOWN OR UNKNOWN) which are in any way related to the receipt, use, maintenance or ownership of the Surplus Property. _____ (Initial)	

JAN 11 2022 3:16



**CITY OF CORONA  
DONATION OF SURPLUS PROPERTY  
WAIVER & RELEASE FORM**

THE RECIPIENT, ON BEHALF OF ITSELF AND THE RECIPIENT RELEASORS, ACKNOWLEDGES that all warranties which may have existed for the Surplus Property, including, but not limited to, the manufacturer's warranty, may have expired or may not be transferable to Recipient, and that the City makes no representation, warranty, guarantee or pledge that any such warranties have not expired or may be transferable to, or usable by, Recipient. \_\_\_\_\_ (Initial)

THE RECIPIENT, ON BEHALF OF ITSELF AND THE RECIPIENT RELEASORS, ACKNOWLEDGES that the Surplus Property has deteriorated over time, that the Recipient accepts the Surplus Property as-is and with all risks inherent in the receipt, use, maintenance or ownership of the Surplus Property, and that the City makes no representation, warranty, guarantee or pledge that the Surplus Property will be effective, safe or useful in any way. \_\_\_\_\_ (Initial)

AS CONSIDERATION FOR ITS RECEIPT OF THE SURPLUS PROPERTY, THE RECIPIENT, ON BEHALF OF ITSELF AND THE RECIPIENT RELEASORS, HEREBY AGREES TO DEFEND, INDEMNIFY AND SAVE AND HOLD FREE AND HARMLESS City Releasees from any and all liability from loss, damage, cost or injury, including wrongful death, to any property or persons, including third parties, in any manner arising out of or incident to any acts, omissions or willful misconduct in any way related to the receipt, use, maintenance or ownership of the Surplus Property, including without limitation the payment of attorneys' fees. The Recipient shall defend at its own expense, including attorneys' fees, the City Releasees in any action or proceeding, legal, administrative or otherwise, based upon such acts, omissions or willful misconduct.  
\_\_\_\_\_ (Initial)

THE RECIPIENT, ON BEHALF OF ITSELF AND THE RECIPIENT RELEASORS, ACKNOWLEDGES that this Form is intended to be, and shall be, interpreted and applied as broad and inclusive as is permitted by federal, state and local laws, rules and regulations, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. \_\_\_\_\_ (Initial)

THE RECIPIENT REPRESENTATIVE REPRESENTS that he or she is age eighteen (18) or older, has the full power and authority to execute this Form on behalf of the Recipient and to thereby bind the Recipient as provided for herein, and that all procedural or substantive steps necessary to obtain the authorization of the governing board of the Recipient have lawfully occurred.  
\_\_\_\_\_ (Initial)

THE RECIPIENT HAS READ, UNDERSTANDS AND VOLUNTARILY SIGNS THIS FORM, and makes the following additional representations: (1) this Form shall be binding upon the Recipient Representative, the Recipient and the Recipient Releasors; (2) valuable legal rights are being given up by executing this Form; (3) the advice of an attorney can be sought before executing this Form; and (4) this Form is being signed of free will and no written or oral representations, statements or inducements, apart from the foregoing written provisions, have been made to induce Recipient to execute this Form. \_\_\_\_\_ (Initial)

SIGNATURE OF RECIPIENT REPRESENTATIVE:

DATE: