

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



ITEM: 3.36
(ID # 21481)

MEETING DATE:
Tuesday, April 18, 2023

FROM : SHERIFF-CORONER-PA:

SUBJECT: SHERIFF-CORONER-PA: Approval of the Donation of a Mobile Command Post, 30 FT Retractable Mast & Camera, Satellite KVH R6 and Telex Interoperability System to the City of Blythe as a Law Enforcement Resource for the Blythe Police Department and Approve and Execute the Donation Agreement; District 4. [Total Cost \$10,000]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Authorize and approve the ownership donation of a Mobile Command Post, 30 FT Retractable Mast & Camera, Satellite KVH R6 and Telex Interoperability System to the City of Blythe as a law enforcement resource to the Blythe Police Department;
2. Approve the Donation Agreement and authorize the Chair of the Board to execute the Donation Agreement on behalf of the County;
3. Authorize the Sheriff's Department to take any and all necessary steps, including but not limited to, executing subsequent necessary and relevant documents, to transfer the Mobile Command Post, 30 FT Retractable Mast & Camera, Satellite KVH R6 and Telex Interoperability System to the Blythe Police Department.

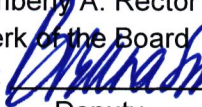
ACTION:Policy


David Lelevier, Assistant Sheriff 4/4/2023

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Washington, 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 Gutierrez
Nays: None
Absent: None
Date: April 18, 2023
xc: Sheriff

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: N/A			Budget Adjustment: No	
			For Fiscal Year: 22/23	

C.E.O. RECOMMENDATION: Approve

BR: 23-074

Prev. Agn. Ref.: N/A

BACKGROUND:

Summary

The Riverside County Sheriff's Department Emergency Response Team (SERT) is requesting approval to donate a Mobile Command Post, 30 FT Retractable Mast & Camera, Satellite KVH R6 and Telex Interoperability System to the City of Blythe for use by the Blythe Police Departments. The Mobile Command Post can be more specifically defined as a 2009 36' Eagle Command Post and includes installed accessories listed below. This Mobile Command Post is no longer in use by SERT and would be a benefit to the Blythe Police Department. The Blythe Police Department has drafted a letter to the Riverside County Board of Supervisors requesting their support for this donation, attached hereto.

Asset ID	Asset Description	Serial Number/VIN	Asset Tag/ Vehicle #
3795	Eagle Mobile Command Post 09-655	5B4MPA7G083435039	09-655
5865	30FT Retractable Mast w/ Camera	For Unit 09-655	078769
9820	Satellite KVH R6	110801718	-
12397	Telex Interoperability System	Child of Unit 09-655	081178

The Riverside County Sheriff's Administration has no objections to the donation of the Mobile Command Post and installed accessories.

Additional Fiscal Information

The City of Blythe will be responsible for all costs involved in relocating this Mobile Command Post.

ATTACHMENTS:

- 1) Donation Agreement
- 2) Letter from the Blythe Police Department

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

Rebecca S Cortez
Rebecca S Cortez, Principal Management Analyst

4/11/2023

Ronak Patel
Ronak Patel, Deputy County Counsel

3/28/2023

DONATION AGREEMENT

THIS DONATION AGREEMENT (“**Agreement**”) is made this 28th day of February, 2023 by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of its Riverside County Sheriff’s Emergency Operations Division (“**SERT**”, “**County**” or “**Donor**”), and the City of Blythe, California, a General Law City (“**Donee**”). Donee and Donor are sometimes individually referred to as “**Party**” and collectively as “**Parties.**”

RECITALS

WHEREAS, Donor is the owner of certain personal property located in Riverside County, State of California, consisting of one 2009 36’ enclosed Mobile Command Post and related equipment as more particularly described in Exhibit A, attached hereto and by this reference incorporated herein (the “**Property**”); and

WHEREAS, Donee has requested that the County donate the Property for the public purpose of enhancing the Blythe Police Department capabilities during major events, whether man-made or natural disasters;

WHEREAS, County desires to donate and Donee desires to accept the donation of the Property for the above-mentioned purpose.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the above facts and the mutual covenants, terms, and conditions contained herein, Donee and Donor agree as follows:

1. Incorporation of Recitals. The Parties agree that the above recitals are true and correct and shall be incorporated herein by this reference.

2. Donation of Property. Donor has title of the Property and shall offer to donate the Property to Donee. Donee shall accept the offer of donation of the Property, and interest therein, upon the terms and conditions set forth in this Agreement, and without monetary payment to Donor. The Property shall be conveyed to Donee on February 28, 2023 (“**Date of Transfer**”), subject to execution and delivery of a fully executed copy of this Donation Agreement and any other documents that may be necessary to evidence the transfer of the Property.

3. Obligations of Donor.

3.1 Ownership Interest. Upon acceptance by Donee, Donor shall convey, assign and transfer its ownership interest in the Property to Donee, in an as-is condition.

3.2 Representations and Warranties of Donor. Donor represents and warrants to Donee that the Donor will provide the Donee a title or certificate of origin for the Property.

3.3 No Other Agreements or Undertakings. Donor will not enter into any agreements or undertake any new obligations which will in any way burden, encumber or otherwise affect the Property.

3.4 Disclosure. Donor will disclose to Donee information and records in Donor's possession required to effectuate transfer of ownership of the Property. Donor does not make any representation or warranty regarding the contents or findings of such materials.

3.5 Notice of Changes. Each Party shall promptly notify the other Party of any facts that would cause any of the representations contained in this Agreement to be untrue. If Donee reasonably concludes that a fact materially and adversely affects the Property, Donee shall have the option before the Date of Transfer and as its sole remedy, to terminate this Agreement by delivering written notice to Donor.

4. Possession. Possession of the Property shall be delivered to Donee on the Date of Transfer.

5. Donee Obligations.

5.1 Removal of Property. Donee shall be responsible for all costs and arrangements for relocating the Property from its current location to the Donee's desired destination, including securing any permits required.

5.2 Transfer of Title and Risk of Loss. Donee accepts this Property as-is and releases the County from any and all claims regarding the Property. Title and risk of loss transfer to Donee upon removal of the Property by Donee from Donor's premises.

5.3 Indemnification. Donee shall indemnify and defend Donor and its officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, that are incurred by Indemnified Party, arising out of or related to any third-party claim alleging:

(a) breach or non-fulfillment of any provision of this Agreement by Donee or Donee's employees;

(b) any negligent or more culpable act or omission of Donee or its personnel (including any reckless or willful misconduct) in connection with the Property;

(c) any bodily injury, death of any person, or damage to real or tangible personal property caused by the negligent or more culpable acts or omissions of Donee or its personnel (including any reckless or willful misconduct); or

(d) any failure by Donee or its personnel to comply with any applicable federal, state, or local laws, regulations, or codes.

5.4 Waiver and Release. Donee hereby expressly releases, waives, and forever discharges Donor from any and all claims, actions, causes of action, suits, losses, expenses,

liabilities, obligations, damages, and demands, of every kind and nature whatsoever, whether or not now known, foreseen, matured, or suspected, in law, or equity arising out of or in connection with this Agreement or the Property, except for any claims relating to rights and obligations created by or otherwise arising out of this Agreement and any liabilities that cannot be released or waived under federal, state, or local law. Donee acknowledges that it is aware of and familiar with the provisions of Section 1542 of the California Civil Code 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.

To the extent of the release set forth in this Section 5.4, Donee hereby waives and relinquishes all rights and benefits which it may have under Section 1542 of California Civil Code.

Donee Initials me

6. Notices. All correspondence and notices required or contemplated by this Agreement shall be in writing and delivered to the respective Parties at the addresses set forth below. Notice is given either (i) when personally delivered; or (ii) when sent via reputable overnight courier (such as Federal Express); or (iii) when sent via United States mail:

To Donee: City of Blythe
Blythe Police Department
Chief Garth V. Dale
240 N. Spring St., Blythe, CA 92225

To Donor: County of Riverside
Riverside County Sheriff's Department
Attn: Lt. John Shulda
24312 Daytona Cove, Perris, CA 92570

Notices shall be deemed effective upon receipt and is deemed submitted two days after deposit in the United States mail, postage prepaid. Either Party may change its address for notice in accordance with the terms of this section.

7. Limitation of Liability. **IN NO EVENT SHALL DONOR BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, OR IN CONNECTION WITH THE PROPERTY, THE DONATION OF THE PROPERTY, OR ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT DONOR WAS ADVISED**

OF THE POSSIBILITY OF SUCH DAMAGES, (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND (D) THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

8. Amendment. This Agreement shall not be changed, modified or amended except upon the written consent of the Parties hereto.

9. Entire Agreement. This Agreement is the result of negotiations between the Parties and is intended by the Parties to be a final expression of their understanding with respect to the matters herein contained. This Agreement supersedes any and all other prior agreements and understandings, oral or written, in connection therewith. No provision contained herein shall be construed against Donor solely because it prepared this Agreement in its executed form.

10. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

11. Binding Effect on Donee. This Agreement is not binding on Donee until approved and executed by the City Manager.

12. Binding Effect on Donor. This Agreement is not binding on Donor until approved and executed by the Chair of the Board of Supervisors of Riverside County.

13. Governing Law. This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the Parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

14. No Obligation to Return Property. Notwithstanding any other provision of this Agreement or any other agreement between the Parties hereto, once the Property is conveyed to and accepted by Donee, Donee shall have no obligation to return the Property to the Donor under any circumstances, except in the sole and exclusive discretion of Donee.

15. Counterparts. This Agreement may be executed in one or more counterparts. Each shall be deemed an original and all, taken together, shall constitute one and the same instrument.

16. Authority. Subject to the terms and conditions herein, each individual executing this Agreement on behalf of his or her respective party represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said entity in accordance with

the governing documents of such entity, and that upon full execution and delivery this Agreement is binding upon said entity in accordance with its terms.

[Signatures on Following Page.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the date and year last set forth below.

Date: _____, 2023

DONOR:

COUNTY OF RIVERSIDE

By: _____
_____, Chair
Riverside County Board of Supervisors

APPROVED AS TO FORM:

Minh C. Tran
County Counsel

By: _____
Amrit P. Dhillon
Deputy County Counsel

Date: _____, 2023

DONEE:

CITY OF BLYTHE

By: Mallyn Malloy
Name: Mallyn Malloy
Its: Interim City Manager

APPROVED AS TO FORM:

By: Brittany Roberts
Name: Brittany Roberts
Its: City Attorney

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the date and year last set forth below.

Date: 4/18, 2023

DONOR:


COUNTY OF RIVERSIDE

By: 

KEVIN JEFFRIES Chair
Riverside County Board of Supervisors

APPROVED AS TO FORM:

Minh C. Tran
County Counsel

By: 
Amrit P. Dhilon
Deputy County Counsel

ATTEST:

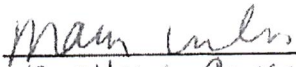
KIMBERLY A. RECTOR, Clerk

By: 
DEPUTY

Date: _____, 2023

DONEE:

CITY OF BLYTHE

By: 
Name: Mallory Crocchius
Its: Interim City Manager

APPROVED AS TO FORM:


By: 
Name: Brittany Roberto
Its: City Attorney

EXHIBIT "A"

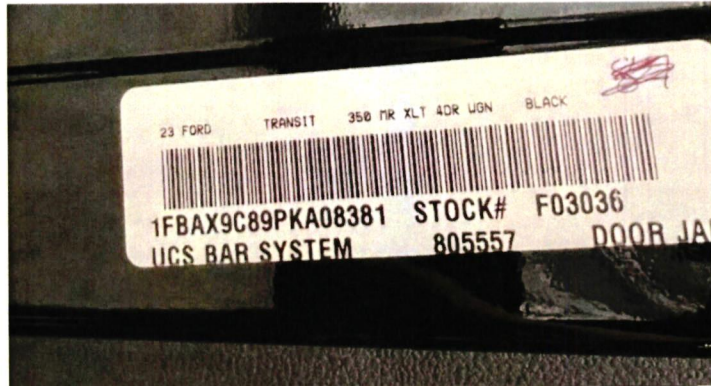
DEPICTION OF PROPERTY

One (1) - 2009 Mobile Command Post 36' equipped with shelving, mounted generator power source, , work stations and related equipment for responding and handling large and small incidents.

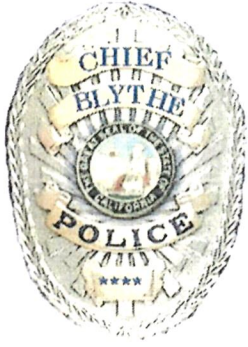
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9820	Satellite KVH R6	110801718	-
12397	Telex Interoperability System	Child of Unit 09-655	081178











BLYTHE POLICE DEPARTMENT

240 North Spring Street • Blythe, CA 92225 • (760) 922-6111

Garth V. Dale, Chief of Police



Riverside County Board of Supervisors
4080 Lemon Street
Riverside, CA 92501

12/5/2022

Dear Honorable Board Members,

Over the last year, The Riverside County Sheriff's Department has worked closely with the Blythe Police Department to help our joint commitment of providing safety and security to the Palo Verde Valley. In June of this year, a major fire started at a retail business across the street from the police department, which also shares a parking area with Riverside County, Blythe Jail. We had to prepare to evacuate the police building, and because of smoke damage, we thought this might go on for several days. The Riverside County Sheriff's Department Emergency Response Team dispatched a mobile command post which we set up near the scene. This mobile command post was invaluable for the stabilization of the fire scene, follow up investigations and demonstrated to the public that RSO and BPD can come together for the common good of the community we serve.

I understand this older mobile command post is ready to be taken out of service from RSO and replaced with newer equipment. I respectfully request consideration for the possibility of donating this vehicle to the City of Blythe. Because of other priorities, we are not able to purchase this type of equipment but we can update and maintain it. The vehicle requested is a 36 foot, 2009, Eagle Motor Home model. It has California license plate 1328501 and the vehicle identification number is 5B4MPA7G083435039.

If granted this request, this command post would be used by the Blythe Fire Department and the Blythe Police Department for critical incidences, special events and emergencies. Recently, we have had tragic accidents which have resulted in fatalities on the Colorado River that involved city, dual county, and dual state emergency response. A mobile command post for these large-scale operations would be a great asset to assist in coordinated, effective search and rescue operations.

This command post would be available for use by Riverside County if needed via the law enforcement mutual aid agreement we share.

Thank you for your consideration in this matter,

Respectfully,


Garth V. Dale

Chief of Police

Blythe Police Department