

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



**ITEM: 3.18
(ID # 21781)**

MEETING DATE:
Tuesday, September 26, 2023

FROM : HOUSING AND WORKFORCE SOLUTIONS:

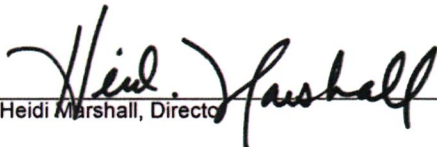
SUBJECT: HOUSING AND WORKFORCE SOLUTIONS (HWS): Approve the Donation of Fifteen (15) FEMA Travel Trailers, Allocating Five (5) Trailers to the Galilee Center, Inc, a California non-profit corporation and the Remaining ten (10) Trailers to Nonprofit organizations to be Determined and Identified at a Later Point in Time; Approve the Donation Agreements between Housing and Workforce Solutions on behalf of the County of Riverside; All Districts. [Total Cost \$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Authorize and approve the donation and ownership transfer of five (5) FEMA travel trailers to Galilee Center, Inc. A California non-profit corporation for use as a homelessness resource for their outreach programs;

Continued on Page 2

ACTION:Policy


Heidi Marshall, Director 8/29/2023

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, 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: September 26, 2023
xc: HWS,

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

2. Authorize and approve the donation and ownership transfer of ten (10) FEMA travel trailers to nonprofit organizations, to be determined and identified at a later point in time, for use as a homelessness resource for their outreach programs;
3. Approve the attached Donation Agreement between the County and Galilee Center, Inc. a California non-profit corporation, and authorize the Director of Housing and Workforce Solutions (HWS) to execute the Donation Agreements on behalf of the County;
4. Approve the attached Donation Agreement template for the future donation of travel trailers (identified below);
5. Authorize the Director of the Housing and Workforce Solutions (HWS), or designee, to execute the Donation Agreement for donation of travel trailers, conforming in form and substance to the attached Donation Agreement template, subject to approval as to form by County Counsel; and
6. Authorize the Director of HWS to take any and all necessary steps, including, but not limited to, executing subsequent necessary and relevant documents, to transfer the travel trailers to Galilee Center, Inc. a California non-profit corporation, and non-profit organizations that are party to future Donation Agreement(s) for travel trailers, approved as to form by County Counsel.

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: 2023/24	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:
Summary

The Department of Housing and Workforce Solutions (HWS) is requesting approval to donate FEMA travel trailers received from the State of California as a donation to the Housing Authority of the County of Riverside (HACR). These trailers were originally donated to HACR but for fiscal/tax purposes, were ultimately registered with the California Dept. of Motor Vehicles as being owned by the County of Riverside. The majority of these units have been stored at the HACR's main office in Riverside during this time. HWS is now requesting their donation for use in homelessness prevention by the Galilee Center, Inc., a California

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

non-profit corporation and to other non-profit organizations that qualify and meet the criteria for homelessness shelter providers.

These travel trailers were awarded to the County by the State at no costs at the height of the pandemic so that the County could provide homeless persons that had tested positive for COVID a place to quarantine. The County has no further use for the trailers and is proposing to donate the travel trailers to nonprofit organizations that have expressed interest in the trailers to provide temporary housing to their clients.

During the peak of the pandemic, the Galilee Center took the initiative to accommodate five (5) trailers on their premises, offering a secure environment for farm workers who had tested positive for COVID-19 to undergo necessary quarantines. Subsequently, the Galilee Center is seeking the donation of the five (5) travel trailers to continue providing much needed housing to their clients. These trailers have remained situated on the Galilee Center property for the preceding two years. For further details, please refer to the attached letter from the Galilee Center, which outlines their request for these trailers.

Staff is actively collaborating with multiple nonprofit organizations that have shown interest in acquiring the remaining travel trailers. Following a comprehensive process of due diligence, HWS Director is seeking delegated authorization from the Board to enter into Donation Agreements with selected non-profit organization for donations of travel trailers identified below.

Travel Trailers are detailed below:

Year	Make & Model	VIN	CA License	Entity
2018	FOREST RIVER WILDWOOD	4X4TWDH28JC045500	1450763	Galilee
2019	FREEDOM SELECT EXPRESS	5ZT2FEPB6LW009300	1450677	Galilee
2019	CATALINA LEGACY EDITION	5ZT2CASB8KU032774	1450573	Galilee
2019	FREEDOM SELECT EXPRESS	5ZT2FEPB1LW009298	1450690	Galilee
2018	SPORTSMEN LE	4EZTU3025J5017870	1450765	Galilee
2019	CATALINA LEGACY EDITION	5ZT2CASB8KU034170	1450565	TBD
2019	CATALINA LEGACY EDITION	5ZT2CARB4KU033023	1450574	TBD
2019	CATALINA LEGACY EDITION	5ZT2CARB6KU033024	1450575	TBD
2019	FREEDOM SELECT EXPRESS	5ZT2FEPB9LW009291	1450590	TBD
2019	FREEDOM SELECT EXPRESS	5ZT2FEPB0LW009308	1450592	TBD
2019	FREEDOM SELECT EXPRESS	5ZT2FEPB1LW009303	1450678	TBD

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


2019	FREEDOM SELECT EXPRESS	5ZT2FEPB5LW009269	1450686	TBD
2019	FREEDOM SELECT EXPRESS	5ZT2FEPB0LW009275	1450713	TBD
2019	FREEDOM SELECT EXPRESS	5ZT2FEPB6LW009295	1450719	TBD
2019	FREEDOM SELECT EXPRESS	5ZT2FEPB8LW009301	1450722	TBD

Impact on Residents and Businesses

There is no negative impact to the Residents or Businesses in the County of Riverside.

ATTACHMENTS:

- A. Donation Agreement Template
- B. Donation Agreement with Galilee Center
- C. Letter from Galilee Center


Brianra Lontajo, Principal Management Analyst

9/19/2023


Kristine Bell-Valdez, Supervising Deputy County Counsel

8/31/2023

DONATION AGREEMENT

THIS DONATION AGREEMENT (“**Agreement**”) is made this ____ day of _____, 2023 by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of its HOUSING AND WORKFORCE SOLUTIONS Agency, (“**County**” or “**Donor**”), and the [NAME OF ORGANIZATION], a California non-profit corporation, (“**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 [number] travel trailers, 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 their capabilities to conduct outreach for homeless individuals and families within Riverside County; and

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 or after September 12, 2023 (“**Date of Transfer**”), subject to approval by the County of Riverside’s Board of Supervisors, 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; and

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 Use of Property: Donee agrees to use Property strictly to house persons that are homeless or at risk of homelessness for a period of 5 years.

5.5 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 5.5, Donee hereby waives and relinquishes all rights and benefits which it may have under Section 1542 of California Civil Code.

Donee Initials _____

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: [NAME]
Attn:
[ADDRESS]

To Donor: Housing and Workforce Solutions
Attn: Deputy Director
3403 Tenth Ave, Ste 300, Riverside, CA 92501

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 Chief Executive Officer of the Galilee Center, Inc.

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

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. Digital Signature. The Parties agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17). The Parties further agree that the

electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to CUETA as amended from time to time. Digital signature means an electronic identifier, created by computer, intended by the Party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code

17. 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 NEXT 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.

DONOR:

THE COUNTY OF RIVERSIDE, a political subdivision of the State of California

DONEE:

[NAME OF ORGANIZATION], a California non-profit corporation

By: _____

-

Heidi Marshall
Director
Housing and Workforce Solutions

By: _____

Name: _____
Its: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM:

Minh C. Tran
County Counsel

By: _____

Paula S. Salcido,
Deputy County Counsel

EXHIBIT "A"

DESCRIPTION OF PROPERTY

[number] – Travel Trailers as more fully detailed below:

Year	Make	VIN	License Plate No.

DONATION AGREEMENT

THIS DONATION AGREEMENT (“**Agreement**”) is made this ____ day of _____, 2023 by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of its HOUSING AND WORKFORCE SOLUTIONS Agency, (“**County**” or “**Donor**”), and the GALILEE CENTER, INC., a California non-profit corporation, (“**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 five (5) travel trailers, 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 their capabilities to conduct outreach for homeless individuals and families within Riverside County; and

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 or after September 12, 2023 (“**Date of Transfer**”), subject to approval by the County of Riverside’s Board of Supervisors, 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; and

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 Use of Property: Donee agrees to use Property strictly to house persons that are homeless or at risk of homelessness for a period of 5 years.

5.5 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 5.5, Donee hereby waives and relinquishes all rights and benefits which it may have under Section 1542 of California Civil Code.

Donee Initials _____

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: Galilee Center, Inc.
Attn: CEO
66101 Hammond Rd., Mecca, CA 92254

To Donor: Housing and Workforce Solutions
Attn: Deputy Director
3403 Tenth Ave, Ste 300, Riverside, CA 92501

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 Chief Executive Officer of the Galilee Center, Inc.

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

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. Digital Signature. The Parties agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17). The Parties further agree that the

electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to CUETA as amended from time to time. Digital signature means an electronic identifier, created by computer, intended by the Party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code

17. 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 NEXT 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.

DONOR:

THE COUNTY OF RIVERSIDE, a political subdivision of the State of California

DONEE:

GALILEE CENTER, INC., a California non-profit corporation

By: _____

— Heidi Marshall
Director
Housing and Workforce Solutions

By: _____

Gloria Gomez,
Chief Executive Officer

Dated: _____

Dated: _____

APPROVED AS TO FORM:

Minh C. Tran
County Counsel

By: _____

Paula S. Salcido,
Deputy County Counsel

EXHIBIT "A"

DESCRIPTION OF PROPERTY

Five (5) – Travel Trailers as more fully detailed below:

Year	Make	VIN	License Plate No.
2018	FOREST RIVER WILDWOOD	4X4TWDH28JC045500	1450763/CA
2019	FREEDOM SELECT EXPRESS	5ZT2FEPB6LW009300	1450677/CA
2019	CATALINA LEGACY EDITION	5ZT2CASB8KU032774	1450573/CA
2019	FREEDOM SELECT EXPRESS	5ZT2FEPB1LW009298	1450690/CA
2018	SPORTSMEN LE	4EZTU3025J5017870	1450765/CA



66101 Hammond Rd.
Mecca, CA 92254

Mailing: PO BOX 308
Mecca, CA 92254

P: 760.396.9100
F: 760.396.5400

June 12, 2023

County of Riverside
Housing and Workforce Solutions
Attn: Juan Garcia, Development Manager
3403 Tenth St, Suite 300
Riverside, CA 92501

RE: RV Trailers

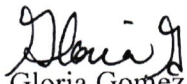
Dear Mr. Garcia,

I am writing to you on behalf of Galilee Center. A non-profit organization that improves social conditions for vulnerable individuals and families who have been negatively impacted by the harsh economic realities. We serve more than 350 families on a weekly basis by providing assistance with food, clothing vouchers, rental assistance, utilities assistance, backpacks, baby food, and formula, depend diapers and protein shakes for seniors, toys during the holiday season.

Our shelter provides a clean, safe, air-conditioned environment with showers, a laundry room, and hot meals for seasonal migrant farm workers and since 2018 we have been receiving families seeking asylum, Galilee Center provides all the wrap-around services such as clothing, food, overnight housing, and travel arrangements. In 2022 Galilee Center served more than 34,000 asylum-seeker families and migrant farm workers.

The five trailers parked at Galilee Center will be used once the expansion is completed, as an overflow for families and individuals with special needs or circumstances.

Sincerely,


Gloria Gomez
President

Online

**Riverside County Board of Supervisors
Request to Speak**

Submit request to Clerk of Board (right of podium),
Speakers are entitled to three (3) minutes, subject
Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: Brad Anderson

Address: _____
(only if follow-up mail response requested)

City: _____ **Zip:** _____

Phone #: 760-219-2615

Date: _____ **Agenda #** 3.18

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:
_____ **Support** _____ **Oppose** _____ **Neutral**

Note: If you are here for an agenda item that is filed
for "Appeal", please state separately your position on
the appeal below:

_____ **Support** _____ **Oppose** _____ **Neutral**

I give my 3 minutes to: _____

BOARD RULES

Requests to Address Board on "Agenda" Items:

You may request to be heard on a published agenda item. Requests to be heard must be submitted to the Clerk of the Board before the scheduled meeting time.

Requests to Address Board on items that are "NOT" on the Agenda:

Notwithstanding any other provisions of these rules, member of the public shall have the right to address the Board during the mid-morning "Oral Communications" segment of the published agenda. Said purpose for address must pertain to issues which are under the direct jurisdiction of the Board of Supervisors. YOUR TIME WILL BE LIMITED TO THREE (3) MINUTES.

Power Point Presentations/Printed Material:

Speakers who intend to conduct a formalized Power Point presentation or provide printed material must notify the Clerk of the Board's Office by 12 noon on the Monday preceding the Tuesday Board meeting, insuring that the Clerk's Office has sufficient copies of all printed materials and at least one (1) copy of the Power Point CD. Copies of printed material given to the Clerk (by Monday noon deadline) will be provided to each Supervisor. If you have the need to use the overhead "Elmo" projector at the Board meeting, please insure your material is clear and with proper contrast, notifying the Clerk well ahead of the meeting, of your intent to use the Elmo.

Individual Speaker Limits:

Individual speakers are limited to a maximum of three (3) minutes. Please step up to the podium when the Chairman calls your name and begin speaking immediately. Pull the microphone to your mouth so that the Board, audience, and audio recording system hear you clearly. Once you start speaking, the "green" podium light will light. The "yellow" light will come on when you have one (1) minute remaining. When you have 30 seconds remaining, the "yellow" light will begin flash, indicating you must quickly wrap up your comments. Your time is up when the "red" light flashes. The Chairman adheres to a strict three (3) minutes per speaker. **Note: If you intend to give your time to a "Group/Organized Presentation", please state so clearly at the very bottom of the reverse side of this form.**

Group/Organized Presentations:

Group/organized presentations with more than one (1) speaker will be limited to nine (9) minutes at the Chairman's discretion. The organizer of the presentation will automatically receive the first three (3) minutes, with the remaining six (6) minutes relinquished by other speakers, as requested by them on a completed "Request to Speak" form, and clearly indicated at the front bottom of the form.

Addressing the Board & Acknowledgement by Chairman:

The Chairman will determine what order the speakers will address the Board, and will call on all speakers in pairs. The first speaker should immediately step to the podium and begin addressing the Board. The second speaker should take up a position in one of the chamber aisles in order to quickly step up to the podium after the preceding speaker. This is to afford an efficient and timely Board meeting, giving all attendees the opportunity to make their case. Speakers are prohibited from making personal attacks, and/or using coarse, crude, profane or vulgar language while speaking to the Board members, staff, the general public and/or meeting participants. Such behavior, at the discretion of the Board Chairman may result in removal from the Board Chambers by Sheriff Deputies.