

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



ITEM: 3.37
(ID # 23084)

MEETING DATE:
Tuesday, June 11, 2024

FROM : SHERIFF-CORONER-PA

SUBJECT: SHERIFF-CORONER-PA: Approval of the Donation of a 1991 International Navistar 4700 Bulldog Diesel Truck to the La Paz County Sheriff's Department and Approve and Execute the Donation Agreement; District 1. [Total Cost \$4,536]

RECOMMENDED MOTION:

1. Authorize and approve the donation of a 1991 International Navistar 4700 Bulldog Diesel truck to the La Paz County Sheriff's Department;
2. Approve the Donation Agreement and authorize the Chair of the Board to execute the Donation Agreement on behalf of the County; and
3. Authorize the Riverside County Sheriff's Department to take any and all necessary steps, including but not limited to, executing subsequent necessary and relevant documents, to transfer the 1991 Navistar 4700 Bulldog Diesel truck to the La Paz County Sheriff's Department.

ACTION:Policy


David Lelevier, Assistant Sheriff 9/26/2023

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington and Gutierrez
Nays: None
Absent: Perez
Date: June 11, 2024
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:	23/24

C.E.O. RECOMMENDATION: Approve

BR: 24-028

BACKGROUND:

Summary

The Riverside County Sheriff's Department Special Enforcement Bureau (SEB) is requesting approval to donate a Bulldog Diesel Armored SWAT truck to the La Paz County Sheriff's Department. The Bulldog Diesel Armored SWAT truck can be more specifically defined as a 1991 International Navistar 4700 Bulldog Diesel truck. This Bulldog Diesel truck is no longer in use by SEB and would be a benefit to the La Paz County Sheriff's Department. The La Paz County Sheriff's 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 #
898	1991 International Navistar 4700	1HTSCNPN9MH387155	06-133

The Riverside County Sheriff's Administration has no objections to the donation of the Bulldog Diesel Armored SWAT truck.

Additional Fiscal Information

The La Paz County Sheriff's Department will be responsible for all costs involved in relocating this Bulldog Diesel Armored SWAT Truck.

ATTACHMENTS:

1. Donation Agreement
2. Letter from the La Paz County Sheriff's Department

Rebecca S. Cortez
Rebecca S Cortez, Principal Management Analyst

6/3/2024

Aaron Gettis
Aaron Gettis, Chief of Deputy County Counsel

9/20/2023

DONATION AGREEMENT

THIS DONATION AGREEMENT ("**Agreement**") is made this 4th day of June, 2024 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 Office of the La Paz County Sheriff, Arizona, 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 1991 International Navistar 4700 Bulldog with VIN#1HTSCNPN9MH387155, Licenses # 1268634 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 La Paz County Sheriff capabilities for quick response to emergencies;

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 June 4, 2024 ("**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 WMP

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: La Paz County Sheriff
 Sheriff William Ponce
 1109 Arizona Avenue
 Parker, Arizona, 85344

To Donor: County of Riverside
 Riverside County Sheriff's Department
 Attn: Sokun Tran
 (951) 955-4297

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 ADVISE 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 representative on the date and year set forth below.

Date: June 11, 2024


DONOR:
COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: 
Chuck Washington, Chair
Board of Supervisors

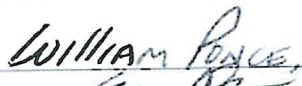
ATTEST:
Kimberly Rector
Clerk of the Board

By: 
Maomy Li
Deputy Clerk

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: 
Amrit P. Dhillon
Deputy County Counsel

DONEE:
LA PAZ COUNTY SHERIFF

By: 
Name: William Ponce
Its: _____
SHERIFF

APPROVED AS TO FORM:

By: _____
Name: _____
Its: _____

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

Date: _____, 2024

DONOR:
COUNTY OF RIVERSIDE, a political
subdivision of the State of California

By: _____
Chuck Washington, Chair
Board of Supervisors

ATTEST:
Kimberly Rector
Clerk of the Board

By: _____

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: _____
Amrit P. Dhillon
Deputy County Counsel

DONEE:
LA PAZ COUNTY SHERIFF

By: William Ponce, Sheriff
Name: William Ponce
Its: _____

APPROVED AS TO FORM:

By: _____
Name: _____
Its: _____

EXHIBIT "A"

DESCRIPTION OF PROPERTY

One (1) – 1991 International Navistar 4700 Bulldog with Vin #: 1HTSCNPN9MH387155, License #: 1268634, utilized as a SWAT vehicle during its tenure.

06-133/1991 International Navistar 4700 (Moderate Condition)

YearID	20	History	<input checked="" type="checkbox"/>	Area Assigned	SEB
VehicleID	06-133	MDT/MDC chng	<input type="checkbox"/>	Budget Code	030-7200
LicensePlate	1268634			Service Type	Task Force
VIN	1HTSCNPN9MH387155			RepTo:	
Make	Intrn			Radio Type	APEX
Year	1991			Radio Serial #:	
Model	Bulldog diesel			Radio ID	13033
Color	Black			MDC Type	Data 911 MDC (M6)



OFFICE OF THE
LA PAZ COUNTY SHERIFF

SHERIFF WILLIAM PONCE

1109 ARIZONA AVENUE • PARKER, ARIZONA 85344
(928) 669-6141 • FAX (928) 669-2008

Riverside County Board of Supervisors
4080 Lemon Street
Riverside, Ca. 92501

Dear Honorable Members of the Board,

My name is William Ponce I am the Sheriff of La Paz County Arizona, a very rural county that borders Riverside County to the east off interstate 10 near the City of Blythe. My agency has a very close working relationship with your Colorado River Station personnel as we share a common border. This border does not stop the criminal element from crossing state lines, and we continuously are dealing with the same criminals in both counties. These issues have fostered strong relationships with our law enforcement personnel.

With that in mind I am sending you this letter as a formal request for consideration of an equipment donation. The request is for a 1991 International Navistar 4700 Bulldog with VIN#1HTSCNPN9MH387155, License# 1268634. This vehicle was utilized as a SWAT vehicle during its tenure. It has been brought to my attention that the Riverside County Sheriff's Department has decommissioned this vehicle due to it not meeting California Emissions standards under the new emissions laws requiring costly modifications thus forcing the decommissioning of the vehicle.

If my agency was able to obtain this vehicle it would be of great benefit to the citizens of this county as we currently do not have such a vehicle for quick response to emergencies. It would also be afforded to all the agencies along the Colorado River corridor in the region should the need arise. I thank you for your time and consideration related to this request.

Respectfully,

A handwritten signature in black ink, appearing to read "William Ponce".

William Ponce,
Sheriff La Paz County