



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** February 6, 2020

Staff Contact: Sheriff Ken Furlong, KFurlong@carson.org

Agenda Title: For Possible Action: Discussion and possible action regarding a vehicle donation agreement between the Carson City Sheriff's Search and Rescue unit, a not-for-profit organization, and Carson City for the donation to the City of three motor vehicles and associated personal property for the performance of search and rescue functions, with a total approximate value of \$180,000. (Sheriff Ken Furlong, KFurlong@carson.org)

Staff Summary: Under NRS 248.092, the Carson City Sheriff is responsible for searches and rescues within Carson City. This proposed agreement is for Carson City Sheriff's Search and Rescue (CCSSAR), a not-for-profit organization, to donate three new motor vehicles, including associated personal property for use on the vehicles, to the City to facilitate the Sheriff's continued performance of search and rescue operations and to replace the current aging vehicles in the fleet. Under the terms of the proposed agreement, the City will own and maintain the vehicles which will be reserved exclusively for use in search and rescue functions.

Agenda Action: Formal Action / Motion **Time Requested:** 10 minutes

Proposed Motion

I move to approve the agreement.

Board's Strategic Goal

Efficient Government

Previous Action

N/A

Background/Issues & Analysis

Pursuant to NRS 248.092, the Carson City Sheriff is responsible for searches and rescues within Carson City. CCSSAR is a 501(c)(3) not-for-profit organization that assists in the performance of the Sheriff's statutory responsibility. CCSSAR is comprised of 25 volunteer members who are trained and equipped to perform rescue and recovery operations, including rope rescue on steep slopes and downed aircraft search. CCSSAR also provides support for significant community events and community disaster preparedness. CCSSAR vehicles used for deployments are owned and maintained by the City. Three of the assigned vehicles are due to be replaced under the City's Capital Improvement Program. Under the terms of the proposed agreement, CCSSAR will purchase three brand-new fully equipped response vehicles this current Fiscal Year and donate them to the City for use in search and rescue operations. The total approximate value of the vehicles is \$180,000. Pursuant to NRS 244.270, the Board of Supervisors has authority to manage and control real and personal property of the City, including authority to receive, by donation, any property for the use and benefit of the City.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 244.270 and 248.092

Financial Information

Is there a fiscal impact? No

If yes, account name/number: N/A

Is it currently budgeted? Yes

Explanation of Fiscal Impact: The new vehicles will replace existing Search and Rescue vehicles in the current fleet. As such the vehicle equivalent units (VEU) are currently budgeted causing no fiscal impact. The estimated value of the Chevy Tahoe is \$70,000. The estimated value of the Jeep Wranglers is \$55,000 each.

Vehicles being replaced are all fully depreciated listed as follows:

- Unit #202 1992 S&R Jeep (27 years old)
- Unit #301 1993 S&R Jeep (26 years old)
- Unit #2234 1997 S&R Expedition (22 years old)

Alternatives

Do not approve the agreement.

Attachments:

[Vehicle Donation Agreement_REVISIED_CLEAN.docx](#)

Board Action Taken:

Motion: _____	1) _____	Aye/Nay
	2) _____	_____

(Vote Recorded By)

**VEHICLE DONATION AGREEMENT
(AND BILL OF SALE)**

This Vehicle Donation Agreement and Bill of Sale (“Agreement”) is effective on the date of the last affixed signature, and is hereby made by and between Carson City Sheriff’s Search and Rescue (CCSSAR), a non-profit 501(c)(3) organization duly organized in the State of Nevada, and Carson City (the “City), a consolidated municipality and a political subdivision of the State of Nevada. CCSSAR and the City may hereafter each be individually referred to as “Party” and collectively referred to as “Parties.”

RECITALS

WHEREAS, pursuant to NRS 248.092, the Carson City Sheriff is responsible for searches and rescues within Carson City; and

WHEREAS, CCSSAR is a non-profit 501(c)(3) organization which, pursuant to its Standard Operating Procedures and Guidelines, has a mission “...to assist the Carson City Sheriff, by providing specialized search and rescue skills and techniques, with a rapid and professional response” under the administration, coordination and supervision of the Sheriff; and

WHEREAS, CCSSAR has raised money to purchase certain vehicles (“Vehicle” or “Vehicles”) and associated personal property, described in more particularity as set forth in paragraph 1 and Exhibit “A” of this Agreement, attached herewith, free and clear of any liens or encumbrances, for the purpose of donating those Vehicles and associated personal property to the City to further assist the Carson City Sheriff in search and rescue operations; and

WHEREAS, CCSSAR does hereby convey the Vehicles and associated personal property, along with all rights, titles and interest, free and clear of any liens or encumbrances, to the City in accordance with the terms of this Agreement; and

WHEREAS, the City does hereby accept the Vehicles and associated personal property along with such rights, titles and interest in accordance with the terms of this Agreement; and

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

TERMS AND CONDITIONS

1. Conveyance of the Vehicles. CCSSAR does hereby agree to convey to the City, and the City does hereby agree to accept, all rights, titles and interest, free and clear of any liens or encumbrances, in the following vehicles of like year, make and model:

Make: Chevrolet
Model: Tahoe SSV
Year: 2020

Make: Jeep
Model: Wrangler Rubicon Unlimited 4-door
Year: 2019

Make: Jeep

Model: Wrangler Rubicon Unlimited 4-door
Year: 2019

CCSSAR agrees to provide to the City, as soon as reasonably practicable upon finalizing the purchase of the Vehicles and before conveyance to the City, the vehicle identification numbers of the Vehicles described in this paragraph, which the Parties agree will be incorporated into this Agreement by their duly authorized agents or representatives and by attaching hereto an Exhibit B containing those identification numbers.

2. Included Property. CCSSAR further conveys to the City the personal property associated with each Vehicle, as more particularly described in Exhibit A and which are donated as a part of the Vehicles, also free and clear of any liens or encumbrances.

3. Use of Donated Vehicles and Personal Property. The Vehicles and associated personal property are conveyed to the City solely for the use of CCSSAR in the performance of Search and Rescue and related functions, and for related training as determined appropriate by the Carson City Sheriff and the Executive Board of CCSSAR. If CCSSAR ceases to provide search and rescue functions, CCSSAR will be solely responsible for the re-conveyance of the Vehicles and associated personal property, including any costs relating thereto, to a similar search and rescue organization. The City agrees to provide any required licensing, registration, insurance, vehicle service, maintenance and upkeep for the service life of the Vehicles and associated personal property during such time the Vehicles and associated personal property are under ownership of the City. The Parties agree that the end of effective service life of each Vehicle will be determined by Fleet Services of the Carson City Public Works Department, and upon mutual approval of the Carson City Sheriff and the Executive Board of CCSSAR. At the end of effective service life of a Vehicle, the Vehicle and any associated personal property may, at the discretion of the City, be auctioned for sale to the general public with the proceeds of the sale to be deposited within the City's General Fund. Notwithstanding any other provision of this paragraph, CCSSAR reserves the right to remove personal equipment that CCSSAR determines can be used on another vehicle.

4. Assignment of Warranties. CCSSAR hereby assigns, sets over and transfers to the City, all rights, titles and interest in and to any warranties and guarantees issued in connection with the manufacture, construction, purchase and/or operation of the Vehicles (the "Warranties"), to the greatest extent such Warranties are assignable under law. In consideration of the foregoing assignment, the City hereby assumes and agrees to perform all of the obligations with respect to the Warranties arising or accruing on and after the effective date of this Agreement. The Parties understand and agree that no additional warranty is created by this Agreement and that the Vehicles will be under manufacturers' and/or dealer warranties at the time of conveyance.

5. "As is" Conveyance. THE CITY ACKNOWLEDGES THAT CCSSAR IS DONATING, AND THE CITY IS ACCEPTING, THE VEHICLES, ASSOCIATED PERSONAL PROPERTY AND WARRANTIES ON AN "AS IS" BASIS AND THAT THE CITY DOES NOT RELY ON ANY OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM CCSSAR, ITS AGENTS, OR BROKERS AS TO ANY MATTERS CONCERNING THE VEHICLES AND WARRANTIES, IF ANY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6. Hold Harmless. The City, including its elected officials, officers, agents, employees, and representatives, does hereby agree to completely and wholly release and hold

harmless CCSSAR, its agents, its officers, volunteers and all persons natural or organizational, in privity with them 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 attorney's fees, and all other expenses resulting directly or indirectly from the unintentional acts, omissions, and activities of CCSSAR relating to CCSSAR's use of the Vehicles or which may be sustained by reason of any unintentional act or omission on the part of CCSSAR, its agents, its officers, volunteers or by anyone acting directly or indirectly on behalf of CCSSAR, or by anyone for whose unintentional acts or omissions any of them may be liable.

7. Governing Law. This Agreement shall be governed by the laws of the State of Nevada, and venue for any action concerning this Agreement shall be in the First Judicial District Court of Carson City, Nevada.

8. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

9. Amendment to be in Writing. Except as otherwise specifically provided in paragraph A with regard to the incorporation of Exhibit B, this Agreement may not be altered, modified, waived or amended, in whole or in part, except in writing signed by the Parties.

10. Miscellaneous. This Agreement and the obligations of the Parties hereunder shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors and assigns. The recitals hereto are incorporated herein and made a part of this Agreement for all purposes.

11. Sophisticated Parties and Drafting Presumption. The Parties agree that each has had their respective counsel review this Agreement and are sophisticated entities, and as such this Agreement shall be construed as if it was jointly drafted.

12. Proper Authority and Binding Effect. The Parties hereto represent and warrant that the person executing this agreement on behalf of each Party has the full power and authority to do so.

The Parties hereto have caused this Agreement to be signed and intend to be legally bound thereby as follows:

[The remainder of this page left intentionally blank; signatures to follow on next page]

Carson City Sheriff's Search and Rescue
P.O. Box 1236
Carson City, NV 89701

By: _____

Name _____

Title: _____

Date: _____

Carson City

By: _____

Name: _____

Title: Mayor

Date: _____

APPROVED AS TO FORM
By the Carson City District Attorney's Office

By: _____

Title: _____

Date: _____

EXHIBIT A

VEHICLE AND PROPERTY INCLUDED – ESTIMATED VALUE OF \$70,000

Vehicle:

Make: Chevrolet
Model: Tahoe SSV
Year: 2020
VIN:

Other details: Per quote provided by Michael Hohl Dealership

Mounted on the vehicle is current console and rear box to be removed from Ford Expedition and installed in Tahoe with all current power points operational. TSA to do up fit work.

A/T tires - Continental TerrainContact A/T or equivalent
Push bumper w/winch
Red/Blue/headlight code lights outfitted like patrol units
Winter floor mats if not included w/veh. quote
Cab computer mount (replace current)
FCC compliant amateur ((Ham) radio w/City channels to replace City provided Police Radio)
Light/siren/PA controller in console (replace current)
Cradlepoint SD-WAN (To replace current Hot Spot. Business Office to cover monthly subscription fee)
110 inverter (replace current)
Rear box cooling fan (dependent on heat sources that remain after upgrades)
Amber work lights on roof
White/Red work lights on/around rear gate
Shore power w/auto. disconnect
Replace all computers (Tough Book front, Dell x 2 rear)
Graphics (\$1000.00 see quote)
Roll up windshield sunshade
Tailgate sunshade or tent

VEHICLE AND PROPERTY INCLUDED – ESTIMATED VALUE OF \$55,000 each

Vehicle:

Make: Jeep
Model: Wrangler Rubicon Unlimited 4-door
Year: 2019
VIN:

Make: Jeep
Model: Wrangler Rubicon Unlimited 4-door
Year: 2019
VIN:

Other details: Per quote provided by Carson Dodge Jeep, per vehicle. TSA to do up fit work.

Winch
Winch bar w/lights
Roof rack
Roof rack lighting (Red/Blue/White) (like Code 3 Mega Thin™)
Limb guards
Multi-use dash mount
Garmin Overlander and mount
inReach mount
Tuffy or equivalent driver's seat box
Seat covers
Rear seat/rear compartment web divider
Side window shields
FCC compliant amateur ((Ham) radio w/City channels to replace City provided Police Radio)
Lights/siren/PA controller (like Code 3 H2 Covert)
Hard spare tire cover (to support badging)
USA 1Up bike rack
Windshield sun shield
Graphics (\$350 quote not including spare tire cover badge)
Tire pressure gage