

**RESOLUTION TO RECEIVE DONATION OF FORD E 350 13 PASSENGER VEHICLE
FROM ADA COUNTY HIGHWAY DISTRICT FOR USE BY SHERIFF'S LABOR
DETAIL**

At a meeting of the Board of Ada County Commissioners, State of Idaho, on the 20th day of September, 2016, the following Resolution was adopted, to-wit:

WHEREAS, the Ada County Sheriff's Office is in need of a passenger van for the Sheriff's Labor Detail to transport incarcerated persons to and from various locations; and

WHEREAS, the Sheriff's Labor Detail provides community service such as trash, weed, leaf, and grass clean-up on the streets and roadways in the county; and

WHEREAS, the Ada County Highway District Board of Commissioners' ("ACHD") has found that its personal property, a 2008 Ford E350 Passenger Vehicle bearing the Vehicle Identification Number 1FBSS31L28DB25491 ("Vehicle"), is no longer useful to ACHD in meeting its statutory duties and responsibilities as defined by Idaho law; and

WHEREAS, Idaho Code § 67-2322 authorizes ACHD to transfer personal property to another unit of local government without consideration if ACHD determines it is in the best interest of the public; and

WHEREAS, Board of Ada County Commissioners and ACHD desire to enter into an agreement transferring ownership of the Vehicle from ACHD to Ada County for use by the Ada County Sheriff's Labor Detail; and

WHEREAS, Ada County has reviewed the terms and conditions set forth in the Agreement to Transfer Personal Property, attached hereto as Attachment A, and finds those terms acceptable; and

WHEREAS, the notice and hearing provision of Idaho Code § 67-2323 is inapplicable because the value of the Vehicle is less than \$10,000.00.

THEREFORE BE IT RESOLVED that the Board of Ada County Commissioners does hereby intend to accept the transfer of the vehicle pursuant to the terms and conditions set forth in the Agreement to Transfer Personal Property (Attachment A) and will ratify the Agreement to Transfer Personal Property.

APPROVED AND ADOPTED this 20th day of September, 2016.

Board of Ada County Commissioners

By: _____
Jim Tibbs, Commissioner

By: _____
Rick Yzaguirre, Commissioner

By: _____
David L. Case, Commissioner

ATTEST:

Christopher D. Rich, Ada County Clerk

ATTACHMENT A
AGREEMENT TO TRANSFER REAL PROPERTY

(3 pages – attached)

Attachment A Agreement to Transfer Personal Property

This Agreement to Transfer Personal Property is made pursuant to sections 67-2322 to 67-2324 of the Idaho Code, and entered on this 20th day of ~~August~~ ^{September} 2016, between Ada County Highway District, by and through its Board of Commissioners (hereinafter "ACHD"), and Ada County, by and through its Board of Commissioners (hereinafter "County"), both parties being bodies politic and corporate of the State of Idaho.

WITNESSETH

1. Whereas, under Resolution Number 2130 on the 20th of July 2016, the Board of Commissioners of ACHD found that the personal property described below was no longer useful to ACHD within the meaning of section 40-1309(2) of the Idaho Code, and not necessary to the use of ACHD in meeting its statutory duties and responsibilities within the meaning of sections 40-1310 and 40-1406 of the Idaho Code;

2. Whereas, section 67-2322 of the Idaho Code, authorizes highway districts to transfer personal property to another such unit of government or to the United States, state of Idaho, any city or village with or without consideration. That section 67-2323 of the Idaho Code requires that prior to such transfer, a written agreement shall be made between units of government or districts for the transfer of personal property from one to the other with or without consideration.

3. Whereas, both ACHD and County desire to enter into such an agreement.

NOW THEREFORE, in consideration of the premises, mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. General Provisions

A. ACHD, has and does hereby grant, bargain, convey, transfer and deliver to the County the following-described motor vehicle without payment of consideration thereof:

<u>Year</u>	<u>Make</u>	<u>Description</u>	<u>Vehicle I.D. Number</u>
2008	Ford	E350 13 Passenger Vehicle	1FBSS31L28DB25491

- B. This vehicle is transferred "AS IS" and ACHD does not in any way, expressly or impliedly, give any warranties. **ACHD EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR USE.**
- C. County agrees that its use of the vehicle will be in accordance with ACHD Policy Section 2033.5 *Et seq.*
- D. County agrees to return to ACHD the proceeds from the sale of the donated vehicle, if such is ever sold by County.
- E. County agrees to only use the vehicle for "transit purposes" and for a public purpose.
- F. County agrees to display recognition on the vehicle that it was donated by ACHD Commuteride.
- G. County assumes all maintenance, insurance, and operating costs for the vehicle.
- H. County shall indemnify, defend and hold harmless ACHD from and against any and all issues or liability arising from its use or operation of the vehicle.
- I. County shall pay all taxes and transfer fees incident to this transfer, and shall reimburse the ACHD, if ACHD pays them.
- J. Each party to this Agreement shall provide to the other, minutes or other documents evidencing that each party's governing board has ratified this Agreement. Each party shall provide such documents within fourteen (14) days from the date of the meeting where the board ratified this Agreement.

[Signatures on following page]

ADA COUNTY

By: _____

Jim Tibbs
Chairman and Commissioner

ATTEST:

By: _____
Christopher D. Rich, Ada County

ADA COUNTY HIGHWAY DISTRICT

By: Kent Goldthorpe