

AGREEMENT FOR DONATION OF ORANGE COUNTY ARTIFACTS TO THE
ORANGE COUNTY SHERIFF’S MUSEUM & EDUCATION CENTER
AND EXHIBITION OF ARTIFACTS

AT ORANGE COUNTY SHERIFF’S DEPARTMENT TECHNOLOGY CENTER

This Agreement is entered into this _____ day of _____, 2023, which date is stated for purposes of reference only, and is by and between the County of Orange, a political subdivision of the State of California, (“County”) acting through the Orange County Sheriff’s Department (“OCSD”), and the Orange County Sheriff’s Museum & Education Center, a registered 501(c)(3) organization under the IRS Tax Code (“Museum”), individually referred to as “Party” and collectively referred to as the “Parties.”

RECITALS

WHEREAS, the Museum exists to preserve and share the rich history and historic artifacts of the OCSD, foster an understanding of the role law enforcement has within the community, and promote an educational environment for public safety and the community;

WHEREAS, the County has several items that are no longer actively used by the OCSD and which have no net book value;

WHEREAS, the County wishes to donate these items to the Museum, free of charge, to further the Museum’s purpose;

WHEREAS, the County has a new facility at 1382 Bell Avenue in Tustin, California (“OCSD Technology Center”) in which it would like to display some of these items;

WHEREAS, the Museum is agreeable to a Revocable Loan of those items back to the County, free of charge, to be displayed at the OCSD Technology Center;

NOW, THEREFORE, the Parties agree as follows:

1. DONATION OF ITEMS TO THE MUSEUM

The County donates, free of charge, the items listed in Exhibit A (“Artifacts”), which is attached hereto and incorporated by this reference. The County provides no warranty or guarantee with respect the Artifacts that the Museum shall receive from the County. The County shall have no obligation or liability, whether arising in contract (including warranty), tort, violation of statute, law or regulations or any other theory of law or equity, including but not limited to monetary damages of any kind, and/or injunctive relief, and personal or property damage arising from or related to the Museum’s use of the Artifacts, the performance of the Artifacts, or the removal of the Artifacts from County premises, or the disposal of Artifacts containing e-waste or other toxins in landfills and other protected locations.

All Artifacts are donated “AS IS, WHERE IS” and the County makes no warranties, express or implied. THE COUNTY EXPRESSLY DISCLAIMS ALL WARRANTIES EXPRESSED OR IMPLIED WITH REGARD TO THE ARTIFACTS, INCLUDING THE WARRANTIES OF TITLE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Ownership and assumption of all risks of the Artifacts are vested with the Museum.

The Museum, on behalf of itself, its heirs, successors, and assigns, including all employees, agents and independent contractors hereby releases and hold the County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which the County’s Board of Supervisors acts as the governing Board harmless from any and all claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage related to the removal of the Artifacts from County premises, the use of the Artifacts by the Museum, the performance of the Artifacts, or the disposal of Artifacts containing e-waste or other toxins in landfills and other protected locations.

The Museum hereby agrees that this release and waiver of liability and assumption of risk is intended to be broad and inclusive as is permitted by applicable law, and that if any portion of this agreement is held invalid, it is agreed that the remaining portions shall remain in full force and effect.

This Agreement shall supersede any and all prior agreements related to any items listed in Exhibit A.

2. APPROVAL OF EXHIBITION

The Museum through a Revocable Loan shall lend the items specified in Exhibit B (“Loan”) to the County for exhibition at the OCSD Technology Center. Exhibit B is attached hereto and incorporated by this reference. Exhibit B may be amended in writing by either the Museum or the County and any amendment will be effective upon the written approval of the non-amending Party.

The County reserves the right to remove any or all of the Loan from display at any time and for any reason in the County's sole discretion. The County shall have the exclusive right to determine when, if, and for how long each object will be exhibited.

3. LOAN DURATION

The Revocable Loan shall be in place until either Party gives 30 days notice for removal of any or all of the items from the OCSD Technology Center. Either Party may give notice for any reason. Notice shall be pursuant to Paragraph 10 below. Nothing in this paragraph shall hinder the County’s ability to remove a Loan item from display at the OCSD Technology Center.

After the 30-day notice period stated above, the Loan will be made available to the Museum for retrieval during a time that is convenient for both Parties. The Museum is responsible for the retrieval and transport of the Loan.

4. HOLD HARMLESS FOR LOAN

The County shall use reasonable care and diligence to protect the Loan. The Museum agrees to hold the County harmless for any damage or loss of the Loan. The County agrees to hold the Museum harmless for any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the exhibition of the Loan at OCSD Technology Center.

5. TRANSPORTATION

The County will be responsible for packing and loading the Loan. All de-installation, packing and loading of the Loan will be done with sufficient care so as to avoid damage.

The County will be responsible for organizing (and the cost of) the packing for return of the Loan.

6. CONDITION

Each object will be presumed to have been received by the County and, in turn, by the Museum in the same condition as it is described on attached Exhibit B, unless written notice of a change in condition or damage is given to the other parties and the carrier immediately upon receipt and/or discovery immediately after receipt. Should the Loan appear to be damaged in packing and transport, all packing materials must be saved until the County, the Museum, and the carrier have had the opportunity to inspect them.

The County and the Museum will provide condition photographs and an opportunity to inspect any damaged object as and where necessary.

7. CARE AND PRESERVATION

The County will exercise the same standard of care in the preservation and safekeeping of the Loan as it has adopted or may hereafter adopt for the preservation and safekeeping of comparable property of its own. Any special handling required shall be outlined in Exhibit B.

The County will not intentionally destroy, damage, alter, modify or change the Loan in any way whatsoever (including, without limitation, removing frames, mats, glass or Plexiglas coverings, or mounts) without explicit, prior authorization by the Museum.

In the event of any damage or material deterioration to any object in the Loan while in the County's possession, the County will consult with the Museum prior to the commencement of any repair or restoration. The County is not obligated to undertake any repair or restoration. The Museum will have the right to suggest the artists(s) or other person(s) who will make the repairs or restoration.

If any work is withdrawn by the County because it is discovered to be unstable or otherwise in vulnerable physical condition, the County agrees to notify the Museum of the condition in writing and in a timely fashion.

8. USE AND REPRODUCTION

Unless notified in writing to the contrary, any objects in the Loan may be photographed or otherwise reproduced for record, publicity, educational or other non-commercial use by the County.

9. PUBLIC RELATIONS

The Museum shall not disseminate information on behalf of the County or OCSD pertaining to the Loan without prior specific written consent of OCSD. All inquiries of any kind pertaining to the Loan presented to the Museum in any form, including but not limited to written or oral requests, and originating from any media source, such as the press and other print publications, television or radio networks, the World Wide Web or instruments thereof, community or public interest groups, or any other limited or mass media systems, shall be promptly referred by the Museum to OCSD.

The Museum shall not release information in any manner or form on behalf of the County or OCSD pertaining to the Exhibition in any organized public or private event, setting or ceremony without the prior specific written consent of OCSD.

10. NOTICES

Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned point of contact, except through the course of the Parties' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Orange County Sheriff's Department

320 N. Flower Street

Santa Ana, CA 92703

Attn: Christian Abueg, Administrative Manager – Financial/Administrative Services

Pn: 714-834-6405

Email: CAbueg@OCSheriff.gov

Orange County Sheriff's Museum & Education Center

P.O Box 221

Los Alamitos, CA 90720

Attn: Ray Grimes

Pn: 562-370-7744

Email: aero-one73@outlook.com

11. ENTIRE AGREEMENT

This instrument and Exhibits A and B, attached hereto and incorporated by reference, contains the entire Agreement of the Parties relating to the subject matter hereof, and the Parties have made no agreements, representation or warranties relating to the subject matter of this Agreement which are not set forth herein. Except as specified in Paragraph 2, no modifications of this Agreement will be valid unless made in writing and signed by the Parties hereto. Any other donations to the Museum shall be done in accordance with County policy, if applicable.

The Parties agree that this is a non-financial agreement and no compensation shall be paid to the other Party unless otherwise specified in this Agreement.

12. CALIFORNIA LAW

This Agreement will be deemed to have been made under, and will be governed by, the laws of the State of California.

13. SEVERABILITY

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

14. SIGNATURES

This Agreement may be executed in counterparts and may be signed electronically. By signing below, the Parties agree to be bound by the terms and conditions of this Agreement. Each Party represents that the person signing this Agreement has sufficient authority to execute the Agreement on behalf of that Party.

ORANGE COUNTY SHERIFF'S DEPARTMENT

Signature: _____

Date: _____

[name and title]

ORANGE COUNTY SHERIFF'S MUSEUM & EDUCATION CENTER

Signature: R. Grimes

Date: 8-11-2023

[name and title]

RAY GRIMES
Executive Director

Approved by the Board of Supervisors: _____

Approved as to Form

Office of the County Counsel

Orange County, California

By: **Annie Loo**
Digitally signed by Annie Loo
DN: cn=Annie Loo, o=County
Counsel, ou,
email=annie.loo@coco.ocgov.com,
c=US
Date: 2023.08.15 10:59:19 -07'00'

Deputy

Exhibit A - Artifacts

	Description	Quantity	Asset Number	Reference Photo	Condition
1.	Direct Crisis Telephone in suitcase	1	68323	C1	Good
2.	Ball and Chain, from Sycamore Street Jail, c. 1920's	1		C2	Good
3.	Crime Lab Microscope c. 1950's	1		C3	Good
4.	Santa Ana Register, 1912-Tomato Springs Shooting	1		C4	Good
5.	Throw Phone	1		C5	Good
6.	Leather- Sam Browne Belts (6), Equipt. Holders (6), Keepers (10), Holsters (2), Replica .45 Revolver (2)	26		C6	Good
7.	Mechanical Calculator (adding machine) c. 1940's	1		C7	Good
8.	Apple Commodore 64 floppy drive c. 1980's.	1		C8	Good
9.	OCSD Annual Reports (years 1980's)	10		C9	Good
10.	Photo Frame, 'AMBER ALERT' stamps display	1		C10	Good
11.	OCSD KGHX First Police Radio vacuum tubes	10		C11	Good
12.	OCSD B&W Photos, Assorted and some untitled	25		C12	Good
13.	Samantha Runion Photos and documents 1996	12		C13	Good
14.	Esterline-Argo Chart Recorder c. 1940's	1		C14	Good
15.	OCSD ASRU Photos c. 1960's, Orange Jacket, Hat	6		C15	Good
16.	Sandra Hutchens Business Cards c.2018	2		C16	Good
17.	OCSD Women Deputies photos, assorted	10		C17	Good
18.	1 Sycamore St. Jail Pneumatic Msg tube	1		C18	Good
19.	OCSD Sycamore St. Jail Bong Box - Pac Bell	1		C19	Good

20.	OCSD Motorola XTS3000 800 MHz Portable radio	1		C20	Good
21.	OCC Portable Radios, Various, Repeco, MTX1000, Expo	3		C21	Good
22.	OCSD Jail Gas Mask, c.1990's	1		C22	Good
23.	OCSD Handcuffs, Peerless, Chrome	2		C23	Good
24.	OCSD Mag Light, Patrol Light with Vehicle 12V Charger	1		C24	Good
25.	OCSD Helmet, Riot Type with OCSD decal (1), face shield (1)	2		C25	Good
26.	OCSD Gas Mask, Jail Issue c.1980s	1		C26	Good
27.	OCSD, County Jail, Mental Record Collection 1950's	9		C27	Good
28.	OCSD Jail Register 1936- 1938 Book	1		C28	Good
29.	County Map #4, 1955, Framed	1		C29	Good
30.	OCSD Fiberglass Bomb Shield	1		C30	Good
31.	OCSD History Books, 2 Boxes, 3 Each. C. 1950- 1960's	6		C31	Good
32.	OCSD B&W Photos, Logbooks, Assorted	20		C32	Good
33.	County Coroner Ledger 1921-1925	1		C33	Good
34.	County Rules and Regulations - Gates	1		C34	Good
35.	OCSD Cover (hat) and cap brass badge	1		C35	New Old Stock
36.	OCSD Jail Contraband Training Display Box	1		C36	Good
37.	OCSD Central Jail Riot Shield, Plexiglass c.2000	1		C37	Fair Poor/Degraded
38.	OCSD Outer Vest w/ Sewn Badge c. 2020	1		C38	Good
39.	OCSD Tear Gas Gun Kit	1		C39	Good
40.	Recorder/Wireless Transmitter Surveillance	1		C40	Good

Photographs of Artifacts in Exhibit A



C1



C2



C3



C4



C5



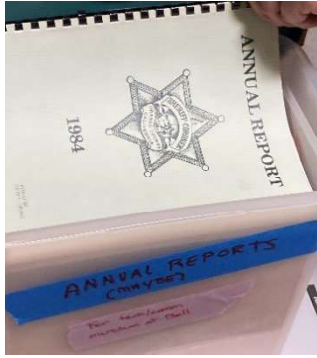
C6



C7



C8



C9



C10



C11



C12



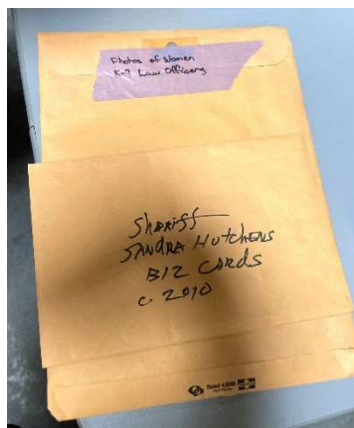
C13



C14



C15



C16



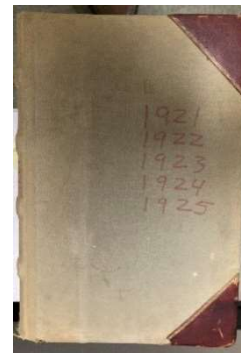
C17



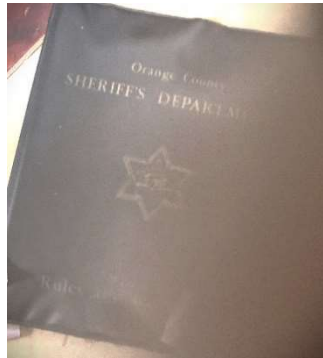
C31



C32



C33



C34



C35



C36



C37



C38



C39



C40

Exhibit B – Loan

	Description	Quantity	Reference Photo	Condition
1.	Lightbar, patrol car type, Federal c. 1980's. Similar to Federal Model 12, Red/Red lenses.	1	M1	Fair Poor/Degraded
2.	Baton, police type, wooden, vintage c.1960's w/ring	1	M2	Good
3.	Motorola Command Plus Dispatch Console	1	M3	Good
4.	Panasonic MDC Model CF-VKBL01	1	M4	Good
5.	Megaphone, Electric, Handheld, Gall's 1990's	1	M5	Good
6.	Baton, Wood c. 1950s, 1970s	2	M6	Good
7.	Pro Laser Radar Gun	1	M7	Good
8.	Morse Code Key	1	M8	Good
9.	Operator Headsets, c. 1950's, Bell System	3	M9	Fair Poor/Degraded
10.	Notebook Computer, ACER, Home Basic OEMact, s/n LXPEEOY0029232D4C11601	1	M10	Good
11.	Projector, Bell & Howell, 8 mm. w/ case c.1980's	1	M11	Good
12.	Police Noisemaker Rattle c. 1920's Wood (1), Metal (1)	2	M12	Good
13.	MINOX miniature film spy camera c. 1960's	1	M13	Good
14.	California Vehicle Traffic Officer Workbook 1986	1	M14	Good
15.	Latent Fingerprint Kit, c. 1960's	1	M15	Good
16.	Police Whistle, Brass, c. 1920's	1	M16	Good
17.	Lightbar Vehicular, 12V S&W Red/Blue Lens c. 1990's	1	M17	Fair Poor/Degraded
18.	Museum Wooden Storage Box	1	M18	Good
19.	County Coroner Logbook	1	M19	Good
20.	Laser Speed Gun, LaserTech Ultra Light	1	M20	Good
21.	Direct Crisis Telephone in suitcase	1		Good
22.	Ball and Chain, from Sycamore Street Jail, c. 1920's	1		Good
23.	Crime Lab Microscope c. 1950's	1		Good
24.	Santa Ana Register, 1912-Tomato Springs Shooting	1		Good
25.	Throw Phone	1		Good
26.	Leather- Sam Browne Belts (6), Equipt. Holders (6), Keepers (10), Holsters (2), Replica .45 Revolver (2)	26		Good
27.	Mechanical Calculator (adding machine) c. 1940's	1		Good
28.	Apple Commodore 64 floppy drive c. 1980's.	1		Good

29.	OCSD Annual Reports (years 1980's)	10		Good
30.	Photo Frame, 'AMBER ALERT' stamps display	1		Good
31.	OCSD KGHX First Police Radio vacuum tubes	10		Good
32.	OCSD B&W Photos, Assorted and some untitled	25		Good
33.	Samantha Runion Photos and documents 1996	12		Good
34.	Esterline-Argo Chart Recorder c. 1940's	1		Good
35.	OCSD ASRU Photos c. 1960's, Orange Jacket, Hat	6		Good
36.	Sandra Hutchens Business Cards c.2018	2		Good
37.	OCSD Women Deputies photos, assorted	10		Good
38.	1 Sycamore St. Jail Pneumatic Msg tube	1		Good
39.	OCSD Sycamore St. Jail Bong Box - Pac Bell	1		Good
40.	OCSD Motorola XTS3000 800 MHz Portable radio	1		Good
41.	OCC Portable Radios, Various, Repco, MTX1000, Expo	3		Good
42.	OCSD Jail Gas Mask, c.1990's	1		Good
43.	OCSD Handcuffs, Peerless, Chrome	2		Good
44.	OCSD Mag Light, Patrol Light with Vehicle 12V Charger	1		Good
45.	OCSD Helmet, Riot Type with OCSD decal (1), face shield (1)	2		Good
46.	OCSD Gas Mask, Jail Issue c.1980s	1		Good
47.	OCSD, County Jail, Mental Record Collection 1950's	9		Good
48.	OCSD Jail Register 1936-1938 Book	1		Good
49.	County Map #4, 1955, Framed	1		Good
50.	OCSD Fiberglass Bomb Shield	1		Good
51.	OCSD History Books, 2 Boxes, 3 Each. C. 1950-1960's	6		Good
52.	OCSD B&W Photos, Logbooks, Assorted	20		Good
53.	County Coroner Ledger 1921-1925	1		Good
54.	County Rules and Regulations - Gates	1		Good
55.	OCSD Cover (hat) and cap brass badge	1		New Old Stock
56.	OCSD Jail Contraband Training Display Box	1		Good
57.	OCSD Central Jail Riot Shield, Plexiglass c.2000	1		Fair Poor/Degraded
58.	OCSD Outer Vest w/ Sewn Badge c. 2020	1		Good
59.	OCSD Tear Gas Gun Kit	1		Good
60.	Recorder/Wireless Transmitter Surveillance	1		Good

Note that items 21-60 are the same items in Exhibit A. This Exhibit may be amended in writing by either the Museum or the County and any amendment will be effective upon the written approval of the non-amending Party.

Photos of Items from the Museum listed in Exhibit B



M1



M2



M3



M4



M5



M6



M7



M8



M9



M10



M11



M12

M13



M14

M15

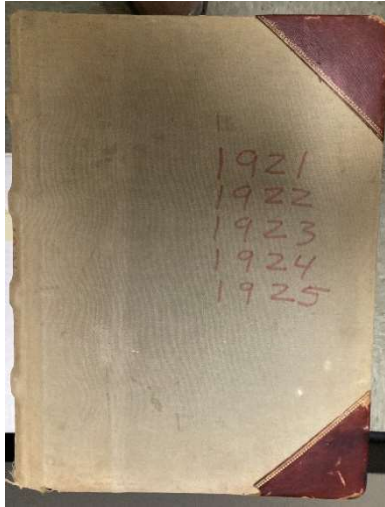
M16



M17



M18



M19



M20