County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169

LEROY D. BACA, SHERIFF

April 11, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Dear Supervisors:

CONTRACT WITH THE CATALINA ISLAND SEARCH AND RESCUE TEAM FOR USE OF A 2004 TOYOTA TUNDRA (FOURTH DISTRICT) (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Mayor, County of Los Angeles, to sign an amendment to Agreement Number 75608, approved by the Board on March 21, 2006 (Board Order Number 57), with the Catalina Island Search and Rescue Team for the use of a 2004 Toyota Tundra, at no cost to the County. Amendment to the agreement will clarify that the **Use of Vehicle** is intended for the exclusive use by personnel assigned to the Catalina Island Search and Rescue Team, effective upon Board approval. All other terms and conditions of the contract remain the same.

2. Instruct the Executive Officer-Clerk of the Board to send a letter of appreciation to David Long, Captain, Catalina Island Search and Rescue Team, 215 Sumner Street, Avalon, California 90704, for the generous loan and use of this vehicle.

PURPOSE OF RECOMMENDED ACTION/JUSTIFICATION

The Catalina Island Search and Rescue Team wishes to donate the use of a 2004 Toyota Tundra, Vehicle Identification Number 5TBDT48154S455497, for exclusive use by personnel assigned to the Catalina Island Search and Rescue Team.

FISCAL IMPACT/FINANCING

The County of Los Angeles will hold the title as registered owner only. The Catalina Island Search and Rescue Team will hold legal title. All liability insurance will be provided and paid for by the Los Angeles County Sheriff's Department (Department). These costs will be absorbed within the existing budget allocation. Maintenance and repairs will be provided by the Department.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The vehicle will be on loan to the Department for a period of ten years. However, the vehicle will be returned to the Catalina Island Search and Rescue Team when, if in the opinion of the Department, the vehicle is no longer suitable for County service or when the County and Catalina Island Search and Rescue Team have mutually agreed upon the termination of this bailment and five (5) days advance written notice for the return of the vehicle is given.

CONTRACTING PROCESS

See the attached bailment contract for detailed information.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is no impact on current County services.

CONCLUSION

Upon the Board's approval, please return two (2) adopted stamped copies of the letter and the agreement to Communications and Fleet Management Bureau, Sergeant Robert Killeen.

Sincerely,

Lee Baca

LEROY D. BACA
SHERIFF

BAILMENT CONTRACT

This Contract of Bailment ("Agreement") is made and entered into this _____day of ____ _____, 2006, by and between the County of Los Angeles, hereinafter referred to as "COUNTY" and the Catalina Island Search and Rescue Team.

1. **Bailment of Property:** Catalina Island Search and Rescue Team hereby bails a 2004 Toyota Tundra, Vehicle Identification Number 5TBDT48154S455497 which is hereby referred to as the "Vehicle."

2. **Term of Bailment:** This Bailment shall commence on the day first written above, and shall terminate in ten years or when mutually agreed upon by giving the COUNTY five (5) days advance written notice for the return of the Vehicle and the Vehicle has been redelivered to the Catalina Island Search and Rescue Team within five (5) days of such notice.

3. **Safekeeping and Maintenance:** COUNTY shall exercise due care for the safekeeping of the Vehicle. COUNTY will provide all necessary maintenance and repairs at no cost to the Catalina Island Search and Rescue Team. COUNTY has the right to inspect said Vehicle prior to acceptance. Catalina Island Search and Rescue Team shall assume responsibility for ensuring that the Vehicle has been inspected or otherwise tested in accordance with the laws of the State of California and the United States. COUNTY shall inspect the Vehicle upon delivery and by acceptance thereof finds the Vehicle is in good working order and condition. COUNTY shall maintain the Vehicle in good working order and condition, ensure proper servicing and shall comply in every respect with any manufacturer's/owner's manual that comes with the Vehicle. COUNTY shall pay for normal service required for the proper operation of the Vehicle. COUNTY shall pay for all washing, parking, garage, highway/road service tolls, and fines incurred in connection with the use of the Vehicle.

4. COUNTY agrees to indemnify and defend Catalina Island Search and Rescue Team from any and all liability, losses, or damages Catalina Island Search and Rescue Team may suffer and from any claims, demands, costs, or judgments against the Catalina Island Search and Rescue Team arising out of COUNTY's use or operation of Catalina Island Search and Rescue Team's Vehicle. This indemnification does not extend to any liability resulting from inherent defects or malfunctions in such Vehicle related to manufacturer's acts or omissions.

5. **Titles:** Title to the vehicle is, and shall at all times remain in the name of Catalina Island Search and Rescue Team. The vehicle shall not be transferred or delivered to any persons other than Catalina Island Search and Rescue Team without Catalina Island Search and Rescue Team's prior written consent. Neither shall this Agreement nor the Bailment created hereby be assigned by COUNTY, either by act or by operation of law.

6. **Cost:** Except as otherwise set forth in this Agreement, COUNTY's use of this Vehicle shall be at no cost.

7. **Inspection by County:** COUNTY agrees to allow Catalina Island Search and Rescue Team to inspect the Vehicle or otherwise observe it such times and locations as mutually agreed upon. COUNTY shall provide Catalina Island Search and Rescue Team with such mileage, safety, operating, and other information, or copies of any such records maintained by COUNTY with respect to the Vehicle as Catalina Island Search and Rescue Team or any government agency may require from time to time.

8. **Use of Vehicle:** COUNTY may use the Vehicle exclusively for search and rescue activity on Catalina Island. COUNTY shall not use or operate the Vehicle in violation of any federal, state, local or provincial law, rule, regulation, or ordinance including those pertaining to the age and licensing of drivers. Under no circumstances shall COUNTY disconnect the odometers or other mileage recording devices. Nor shall the Vehicle be used or operated as follows:

a) In a manner subjecting it to depreciation above the normal depreciation associated with search and rescue use.

b) For an illegal purpose or by a person under the influence of alcohol or narcotics.

9. **Risk of Loss:** COUNTY shall assume all risks of loss to the Vehicle:

a) From the time it is delivered by the Catalina Island Search and Rescue Team to the COUNTY and upon inspection and acceptance by COUNTY.

b) Until the Vehicle is returned to Catalina Island Search and Rescue Team at its place of business.

Upon inspection/acceptance, COUNTY shall be responsible for any and all damages to the equipment except those damages caused by negligence or defects in the original factory design, manufacture, or assembly of said Vehicle. In the event of damages to the Vehicle, COUNTY shall notify Catalina Island Search and Rescue Team to that effect and follow such instructions that Catalina Island Search and Rescue Team may provide with respect to repair or disposal of the Vehicle. If the Vehicle is lost, stolen, destroyed, or declared to be a total constructive loss (subject to Catalina Island Search and Rescue Team's agreement as to such condition), COUNTY shall properly notify the Catalina Island Search and Rescue Team thereof and hold any wreckage for disposal by

the Catalina Island Search and Rescue Team. With respect to any loss, theft or damage to the Vehicle, COUNTY and Catalina Island Search and Rescue Team shall negotiate the value for a comparably equipped Vehicle in a condition similar to the lost, stolen, or destroyed Vehicle immediately prior to any such loss.

10. **Assignment:** COUNTY is expressly prohibited from assigning this Agreement or delegating performance of any of its obligations hereunder without prior written consent of Catalina Island Search and Rescue Team.

11. **Publicity:** Neither party shall identify the other party as a joint venturer or partner or otherwise characterize the arrangement between them as anything other than a Bailment.

12. **Force Majeure or no Consequential Damages:** Catalina Island Search and Rescue Team shall not be liable for any failure in performing any provision hereof due to fire or other casualty, labor difficulty, government restriction, or any cause beyond Catalina Island Search and Rescue Team's control. IN NO EVENT SHALL THE CATALINA ISLAND SEARCH AND RESCUE TEAM BE LIABLE FOR ANY LOSS OR PROFITS, OTHER CONSEQUENTIAL DAMAGES OR INCONVENIENCE DUE TO ANY THEFT, DAMAGE LOSS, DELAY OR FAILURE OF DELIVERY, OR DEFECT OR FAILURE OF THE VEHICLE, OR THE TIME CONSUMED IN RECOVERING, REPAIRING, SERVICING, OR REPLACING THE SAME.

13. **Integrated Agreement:** This Agreement constitutes the entire understanding of the parties and no representations or promises have been made that are not fully set forth herein. The parties understand and agree that no modifications of this Bailment Contract will be binding unless such modification is in writing, duly accepted, and executed by both parties.

IN WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be subscribed by its Chair and the seal of such Board to be hereto affixed and attested by the Executive Officer thereof, and Contractor has caused this Agreement to be subscribed in its behalf by its authorized officer, effective as of the date approved by such Board.

COUNTY OF LOS ANGELES

By_____
Mayor, Board of Supervisors

Attest: Joanne Sturges
Acting Executive Officer-Clerk
of the Board of Supervisors

By_____
Deputy

Catalina Island Search and Rescue Team

By_____
David Long, Captain

APPROVED AS TO FORM BY
COUNTY COUNSEL:

RAYMOND G. FORTNER, JR.

By_____
Deputy County Counsel