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

LEROY D. BACA, SHERIFF

September 4, 2007

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 TWO (2) 2008 OUTLANDER ALL TERRAIN VEHICLES (ATV'S) AND ONE (1) YAMAHA RHINO (ATV) (FOURTH DISTRICT) (THREE VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chairman to sign an agreement with the Catalina Island Search and Rescue Team for the use of two (2) 2008 Outlander ATVs, and one (1) 2007 Yamaha Rhino ATV, at no cost to the County, effective upon your approval and terminating in six (6) years or when mutually agreed upon.

2. Approve County to indemnify and defend the agency from all liability arising out of the County's use of the vehicle, other than liability resulting from defects or malfunctions related to acts or omissions of the manufacturer. The County will provide repairs and maintenance service for the vehicles.

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

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Catalina Island Search and Rescue Team wishes to loan, under bailment agreement, the use of two (2) 2008 Outlander ATVs, Vehicle Identification Numbers 2BVEPHF138V000172 and 2BVEPHF1X8V000167, and one (1) 2007 Yamaha Rhino ATV, Vehicle Identification Number 5Y4AM04Y07A034346, for exclusive use by personnel assigned to the Catalina Island Search and Rescue Team.

Implementation of Strategic Plan Goals

Acceptance of this donation supports the County's Strategic Plan Goals 1 and 2 for Service Excellence and Workforce Excellence. The donated off-road ATVs will enhance both the quality and productivity of services provided by the Catalina Search and Rescue Team and Avalon Station.

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 six (6) 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 vehicles 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 an adopted stamped copy of the letter and the agreement to the Sheriff's Department. The Department's contact for the requested Board action is Sandra Engelbart, OA II, (323) 267-2513.

Sincerely,

LEROY D. BACA
SHERIFF

BAILMENT CONTRACT

This Contract of Bailment ("Agreement") is made and entered into this ___ day of ____ 2007, by and between the County of Los Angeles, hereinafter referred to as "COUNTY" and the "Catalina Island Search and Rescue Team" hereinafter called "Catalina Island Search and Rescue Team."

1. **Bailment of Property:** Catalina Island Search and Rescue Team hereby bails three (3) vehicles: 2008 Outlander ATV, Vehicle Identification Number 2BVEPHF138V000172, 2008 Outlander ATV, Vehicle Identification Number 2BVEPHF1X8V000167, and 2007 Yamaha Rhino, Vehicle Identification Number 5Y4AM04Y07A034346 which is hereby referred to as "Vehicles."

2. **Term of Bailment:** This Bailment shall commence on the day first written above, and shall terminate in six (6) years or when mutually agreed upon by giving the COUNTY five (5) days advance written notice for the return of the Vehicles and the Vehicles have 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 Vehicles. 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 Vehicles prior to acceptance. Catalina Island Search and Rescue Team shall assume responsibility for ensuring that the Vehicles have been inspected or otherwise tested in accordance with the laws of the State of California and the United States. COUNTY shall inspect the Vehicles upon delivery and by acceptance thereof finds the Vehicles are in good working order and condition. COUNTY shall maintain the Vehicles 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 Vehicles. COUNTY shall pay for normal service required for the proper operation of the Vehicles. COUNTY shall pay for all washing, parking, garage, highway/road service tolls, and fines incurred in connection with the use of the Vehicles.

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 Vehicles. This indemnification does not extend to any liability resulting from inherent defects or malfunctions in such Vehicles related to manufacturer's acts or omissions.

5. **Titles:** Title to the property is, and shall at all times remain in the name of Catalina Island Search and Rescue Team. The property 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 Vehicles shall be at no cost.

7. **Inspection by County:** COUNTY agrees to allow Catalina Island Search and Rescue Team to inspect the Vehicles 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 Vehicles 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 Vehicles for any lawful purpose, including use in connection with investigations and law enforcement activities. These vehicles are for the exclusive use by personnel assigned to the Catalina Island Search and Rescue Team. 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 law enforcement 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 Vehicles:

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 Vehicles are 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 Vehicles. In the event of damages to the Vehicles, 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 Vehicles. If the Vehicles are 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 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 Vehicles 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 VEHICLES, 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.

Catalina Island Bailment
Two (2) 2008 Outlander ATV's, one (1) 2007 Rhino ATV

COUNTY OF LOS ANGELES

By_____
Chairman, Board of Supervisors

Attest: Sachi A. Hamai
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

By_____
Deputy County Counsel