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

LEROY D. BACA, SHERIFF

July 8, 2008

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

Dear Supervisors:

ACCEPT A DONATION OF A MOBILE COMMAND UNIT TO THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT FOR USE BY PALMDALE SHERIFF'S STATION (5TH DISTRICT) (3 VOTES)

SUBJECT

The purpose of this document is to enter into a joint-use Agreement with, and accept a donation from the City of Palmdale for a 2002 custom designed Mobile Command Unit.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chair to enter into a joint-use Agreement with, and accept a donation from the City of Palmdale (City), a 2002 custom designed Mobile Command Unit, VIN Number 4UZA5FBC0YCH40575, valued at $235,943, for use by the Los Angeles County Sheriff's Department (Department), Palmdale Sheriff's Station (Palmdale).

2. Approve the County of Los Angeles (County) to indemnify and defend the agency from all liability arising out of the County's use of the Mobile Command Unit, other than liability resulting from defects or malfunctions related to acts or omissions of the manufacturer.

3. Instruct the Executive Officer-Clerk of the Board to send a letter of appreciation to City of Palmdale Mayor James Ledford, Councilmembers Mike Dispenza, Steven Hofbauer, Stephen Knight, and Tom Lackey, and City Manager Steve Williams.

4. Instruct the Chair to sign an Agreement with the City for the donation and joint use of a Mobile Command Unit.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In donating this Mobile Command Unit, the City asks that the use of the Mobile Command Unit be restricted to use by the personnel of Palmdale solely for law enforcement related purposes and emergency situations. The City wishes to enter into a joint use agreement to allow the City to utilize the Mobile Command Unit, on the rare occasion as necessary, for emergency situations or special events. The Mobile Command Unit will be driven by Department personnel during the City's emergency situations or special events. The acceptance of this Mobile Command Unit will allow Palmdale personnel to provide continued emergency response services to the City.

Implementation of Strategic Plan Goals

Acceptance of this donation supports the County's Strategic Plan, Goal 1, Service Excellence, and Goal 2, Workforce Excellence. The transfer of this Mobile Command Unit will benefit the Department and the City. The donated Mobile Command Unit will enhance both the quality and productivity of services provided by Palmdale and will play a vital role in the station's emergency response capabilities.

FISCAL IMPACT/FINANCING

No cost other than maintenance and repairs. These costs along with fuel will be absorbed within the existing budget allocation.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

State law authorizes the acceptance of gifts for specific County purposes in Government Code Section 25355. This Board letter has been reviewed and approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is no impact on current County services.

CONCLUSION

Upon your Board's approval, please return an adopted stamped copy of the Board letter to Palmdale Sheriff's Station for further processing.

Sincerely,

LEROY D. BACA
SHERIFF

COMMAND VEHICLE USE AGREEMENT

This Command Vehicle Use Agreement (Agreement), dated _____, 2008, for purposes of reference only, is made by and between the COUNTY OF LOS ANGELES ("County") and the CITY OF PALMDALE ("City").

Recitals

A. The County, through the Los Angeles County Sheriff's Department (the "Sheriff's Department"), provides law enforcement services to and within the jurisdictional boundaries of the City, pursuant to written agreement (the "Law Enforcement Services Agreement").

B. The County owns that certain Command Vehicle (the "Command Vehicle") with the Vehicle License Number 295135, which is being donated to the County by the City contingent, in part, upon execution of this Agreement.

C. The City desires to make occasional use of the Command Vehicle, in the course of special events occurring within the City.

Based on the Recitals set forth above and in consideration of the mutual promises set forth below, the parties agree as follows:

1. This Agreement shall be effective on _____, 2008, and shall remain in effect until terminated as set forth in Section 6, below.

2. The City may deploy the Command Vehicle only upon receiving prior authorization from either the Palmdale Sheriff's Station Operations Lieutenant or Watch Commander. In the event of an emergency necessitating the Sheriff's Department's use of the vehicle, the prior authorization may be rescinded at any time.

3. City personnel shall not drive the Command Vehicle. A Sheriff's Department employee shall drive the Command Vehicle whenever it is used pursuant to this Agreement. The Sheriff's Department shall be responsible for maintaining the Command Vehicle and equipment in proper and safe working condition pursuant to all manufacturer recommended maintenance schedules and specifications.

4. The Sheriff's Department will not charge the City for use of the Command Vehicle, however the City shall be legally and financially responsible to the County and the Sheriff's Department for any and all damage sustained by the Command Vehicle, or to any equipment appurtenant thereto, to the extent that such damage is caused by the willful, negligent or reckless acts or omissions of The City or its employees. The County shall be legally and financially responsible for any and all damage sustained by the Command Vehicle, or to any equipment appurtenant thereto, to the extent that such damage results from the willful, negligent or reckless acts or omissions of County or its employees.

5. The County and the City have executed an Assumption of Liability Agreement approved by the County Board of Supervisors on December 27, 1977, and/or a Joint Indemnity Agreement approved by the County Board of Supervisors on October 8, 1991, and/or a revised Joint Indemnity Agreement approved by the County Board of Supervisors on August 9, 1993. Without limiting or affecting the parties' responsibilities to each other as set forth in Section 4, above, whichever of these documents the City has signed later in time is currently in effect and otherwise controls liability for activities conducted pursuant to this Agreement, and is hereby made a part of and incorporated into this Agreement as if set out in full herein. In the event that the County and the City enter into a new or revised Joint Indemnity Agreement, such subsequent agreement, as of its effective date, shall supersede the document currently in effect.

6. Either party may terminate this Agreement, with or without cause, by giving written notice of termination to the other party. In such event this Agreement shall terminate 30 calendar days from the date of such notice. In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of termination, and each party shall be released from all obligations which would otherwise accrue subsequent to the date of termination. This Agreement shall also terminate automatically without prior notice in the event of the destruction or disposition of the vehicle in a manner making it no longer available for use.

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7. The Sheriff's Department shall promulgate a detailed set of Command Vehicle operational instructions, with input from City personnel. Such instructions may be amended from time-to-time, based on knowledge gained from actual experiences of deployment of Command Vehicle pursuant to this Agreement. City personnel shall comply with such instructions at all times.

IN WITNESS WHEREOF, the Sheriff of Los Angeles County has caused this Agreement to be subscribed and City has caused this Agreement to be subscribed in its behalf by its authorized officer.

County of Los Angeles:

LEROY D. BACA
Sheriff

Date

Approved as to form:

Gary Gross
Principal Deputy County Counsel

By_____
Chair, Board of Supervisors

City of Palmdale:

Stephen H. Williams
City Manager

Date

Attest:

Victoria L. Hancock, CMC
City Clerk

Approved as to form:

Wm. Matthew Ditzhazy
City Attorney