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

LEROY D. BACA, SHERIFF

April 14, 2009

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

Dear Supervisors:

APPROVAL TO DONATE SURPLUS COUNTY PROPERTY FOR ISSUANCE TO THE ROYAL THAI POLICE (ALL DISTRICTS) (4 VOTES)

SUBJECT

This Board letter serves to request approval to donate surplus Los Angeles County (County) safety equipment from the Los Angeles County Sheriff's Department (Department), for issuance to the Royal Thai Police in Thailand.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the donation of surplus safety equipment, listed in Attachment 1, to the United States Army Force Protection Unit and United States Federal Bureau of Investigation (FBI), for issuance to the Royal Thai Police, through the United States Embassy in Thailand.

2. Find this donation of surplus property will benefit the general interest and welfare of the citizens of the County and the United States military installations, through counter-terrorism enforcement by the Royal Thai Police.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Department has received a request from the United States Army Force Protection Unit and the FBI stationed at the United States Embassy in Thailand. This equipment will be used to outfit the poorly equipped Royal Thai Police personnel, who conduct counter-terrorism enforcement and protect United States military installations and servicemen throughout Thailand. Currently, the Royal Thai Police lack the necessary

safety equipment to fulfill their mission. The United States experiences high levels of terrorism related issues where the potential to harm our military personnel based in Thailand exists. Through the cooperation of the Royal Thai Police, the United States is able to proactively address terrorism issues and help safeguard United States interests in that region of the world.

The Department has established a strong working relationship with the Royal Thai Police and other government agencies stationed at the United States Embassy. As a result, our Department is regularly requested by the United States Embassy to assist in the training of the Royal Thai Police officers. Additionally, this donation strengthens the Department's relationship with the Royal Thai Police by providing a direct point of contact for the Department to exchange information pertaining to criminal investigations that impact the County and facilitating travel to Thailand which may be required for follow-up investigations.

Implementation of Strategic Plan Goals

The donation of surplus safety equipment to the Royal Thai Police supports the County's Strategic Plan Goal 1, Operational Effectiveness and Goal 5, Public Safety. The donation of surplus items for the utilization by the Royal Thai Police will provide additional support in their efforts to protect their local citizens, as well as United States citizens in Thailand.

FISCAL IMPACT/FINANCING

There will be no fiscal impact to the County budget. This safety equipment has outlived its service life with the Department. No financing is involved. The United States Army Force Protection Unit will assume all responsibility for the retrieval of any donated surplus equipment, as well as the removal of any County or Department emblems. The United States Army Force Protection Unit will also assume the costs associated with the transportation of the donated items.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

A gift of public funds is valid if the gift serves the public purpose of the donor. The gift must serve the general interests and welfare of the citizens of the County as a whole (Government Code Sections 25365, 25504). In approving this request, the Board must find that this donation benefits the interest and welfare of the County. This gift serves this purpose, as the Royal Thai Police is actively protecting its local residents, apprehending fugitives from the United States, and addressing terrorism related activities overseas before they reach the County. By way of this donation, the Royal Thai Police shall indemnify the County against any liability through the use of the

donated items. This letter has been reviewed and approved by County Counsel as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This will have no impact on current services.

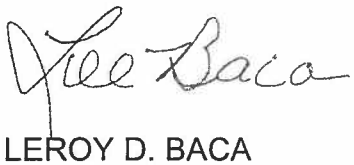
CONCLUSION

This is an opportunity for the County to assist our partners in law enforcement in the Country of Thailand, along with assisting the Royal Thai Police in providing essential protection to its law enforcement officers. This donation will assist efforts in providing intelligence to the Department in regards to terrorism and other criminal acts connected to the County.

Upon the Board's approval, please forward an adopted copy of this letter to Director Teri L. Wilhelm, Fiscal Administration, 4700 Ramona Boulevard, Monterey Park, California 91754.

Should you require additional information, please contact Lieutenant Kelley Fraser, Emergency Operations Bureau, at (323) 980-2202.

Sincerely,



LEROY D. BACA
SHERIFF

76A635 (Rev) 8/97 PS11-82

Attachment 1

Application for Authority to Dispose of Surplus Property

The items listed below are authorized to be disposed of in accordance with the provisions of Government Code Sections 25503 through 25507

Department: SHERIFF Disposal recommended by: TERI WILHELM Phone: (323) 526-5205

Disposal authorized by: David Waters Title: COMMANDER Date: 02/27/09
(Sign and Print Name)

To be completed by department manager requesting disposal of surplus item						To be completed by Purchasing Agent or Dept. Surplus Coordinator	
Qty.	Description	Disposal reason*	Condition**	Asset Tag *** A/C/Dept		Sold, Traded, Transferred or Donated To	Amount Realized
400	BALLISTIC VESTS	U/O	P/F			ROYAL THAI POLICE IN THAILAND	
400	DUTY HELMETS	U/O	P/F				
400	HELMET FACE SHEILDS	U/O	P/F				
400	GUN BELTS	U/O	P/F				
400	GUN BELT KEEPERS	U/O	P/F				
400	HOLSTERS	U/O	P/F				
400	MAGAZINE POUCHES	U/O	P/F				
400	HANDCUFF CASES	U/O	P/F				
400	PEPPER SPRAY HOLDERS	U/O	P/F				
400	BATONS	U/O	P/F				
400	BATON HOLDERS	U/O	P/F				

* Reason for Disposal: U-unusable/damaged & uneconomical to repair; O-obsolete; E-excess to current needs
** Condition of Property: P-Poor; F-Fair; G-Good; E-Excellent; V-Various
***Auditor-Controller fixed asset tag number and/or department portable equipment tag number

Rubbish/scrap metal disposal: _____ _____ _____
disposed of by (name) date disposal location

To Purchasing Agent:___ trade-in; ___ sale bid; To Dept. Surplus Coordinator:___ other (recycling/donation/auction)

Trade in: √ if old equipment cannot be released until new equipment is received ☐ Req.#_____

Estimated current resale value (if known) $_____ Minimum sale price (if any) $_____

Address of Property: 14205 EAST TELEGRAPH ROAD, WHITTIER, CA 90604

Contact person where property is located: SGT. WILLIAM WICKER (562) 946-7092
Name Phone Number

If sale, direct payment to be delivered to department cashier at: CAPS Revenue Distribution Account

_____ (_____)_____ _____
Address Phone Number

To be completed by Purchasing Agent: found to be not required for public use per resolutions Board of Supervisors			
Quote Number	Close	Sales Award No.	Issue sales awards as indicated. Purchasing Agent by:

Forward in duplicate to Purchasing Agent (trade-in/sale bid) or Dept. Surplus Coordinator (other disposal methods)

Copies to:

RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT

FOR DONATION OF EQUIPMENT FROM LOS ANGELES COUNTY SHERIFF'S DEPARTMENT FOR USE BY THE ROYAL THAI POLICE

CAUTION -- READ THIS DOCUMENT IN FULL BEFORE SIGNING

This Release of Liability, Assumption of Risk and Indemnification Agreement (Release) by the Royal Thai Police Department, a government agency of the Kingdom of Thailand (RTP) for the benefit of the County of Los Angeles, State of California (County) is made and entered into as of the date executed below.

Whereas, at the request and invitation of the United States Force Protection Detachment ('FPD') of the United States Embassy Bangkok, Thailand, the Los Angeles Sheriff's Department ('LASD') has provided international law enforcement liaison and assistance to the Royal Thai Police; and

Whereas, by written request dated October 3, 2007 to Sheriff Leroy Baca, the FPD requested LASD to donate used surplus ballistic vests and other surplus equipment listed on Attachment 1 to this Release ('Equipment') that LASD is authorized and able to provide to the Royal Thai Police; and

Whereas, on March 5, 2008 the Federal Bureau of Investigation ('FBI') made a similar request to LASD for the donation of Equipment to the RTP; and

Whereas, LASD values its on-going relationship with the FPD, the FBI and the Royal Thai Police, and upon execution of this agreement shall seek authorization from the Los Angeles County Board of Supervisors to donate Equipment to a government agency of the United States of America located in the County of Los Angeles to be provided to Royal Thai Police, pursuant to the State of California, Government Code section 25365; and

Whereas, as a necessary prior condition for the donation of Equipment, the Royal Thai Police has agreed to this Release;

Therefore, in exchange for the sole consideration of the County of Los Angles and the Los Angeles County Sheriff's Department donating the Equipment for use by the RTP:

1. The RTP hereby acknowledge that the Equipment has exceeded the manufacturer's recommendations for safe use, the Equipment is in used condition varying from fair to poor and is provided "as is." The County of Los Angeles, its Special Districts, elected and appointed officers, employees, and agents, hereinafter "County Indemnitees" are providing the Equipment without warranty of any kind as to the condition, safety, or suitability of the Equipment, for any purpose, and without any other warranty, express or implied. All implied warranties, including without limitation, implied warranties of merchantability and fitness for any particular purpose, including but not limited specifically to the ability of the Equipment to provide physical protection,

are hereby expressly disclaimed. The RTP and/or the person using the Equipment are solely responsible for any hospital or other costs arising out of any bodily injury, death or property damage sustained while using the Equipment. The RTP hereby assumes any and all such risk.

2. The RTP understands and accepts that use of the Equipment in any manner, including, but not limited specifically for the purpose of providing physical protection, exposes the user to certain inherent risks, obvious and non-obvious, that cannot be eliminated regardless of the care taken to avoid injury. The specific risks may vary by activity, and may result in harm to the user, including but not limited to (1) minor bodily injury and/or illness such as scratches and bruises, (2) loss of personal property (3) major bodily injury and/or illness, such as joint or back injuries and heart attacks, and (4) catastrophic bodily injury or illness including paralysis and death.

3. The RTP on behalf of itself, its subdivisions, all elected and/or appointed officers, all employees, and all agents, their legal heirs, predecessors, successors, affiliates, representatives, assigns, transferees, beneficiaries, agents, and attorneys and each of them, directly or indirectly, does hereby absolutely, fully and forever release, relieve, waive, relinquish, and discharge the County of Los Angeles, and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to, any and all actions, causes of action, suits, claims, debts, demands, obligations, costs, expenses, damages, accounts, and liens of every kind and nature, known or unknown, suspected or unsuspected, pertaining to the Equipment to the maximum extent permitted by law.

4. That the RTP on behalf of the Royal Government of the Kingdom of Thailand shall defend, indemnify, and hold harmless the County of Los Angeles, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), including but not limited to those made by any individual, group or entity, and/or their legal heirs, executors, administrators and assigns, arising from or connected in any way whatsoever directly or indirectly with any use of the Equipment.

5. The RTP understands that acceptance of this Release by County Indemnitees shall not constitute a waiver, in whole or in part, of sovereign immunity by County Indemnitees; that it shall be effective in perpetuity, including in the event of any subsequent disposition, disposal, sale or donation of the Equipment by the RTP

6. The RTP hereby waives all benefits flowing from any state statute, law of the United States of America or the Kingdom of Thailand, international treaty or other law in any jurisdiction that would negate or otherwise limit the scope of this Release, including but not limited to Section 1542 of the California Civil Code which provides: "**A GENERAL RELEASE DOES NOT EXTEND TO THE CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN TO HIM**

MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

7. This Release shall be governed in all respects by the laws of the state of California and the United States of America without regard to choice of law provisions. For purposes of this agreement, the RTP consents to the exclusive jurisdiction and venue for any action under this Release as the state or federal courts in the County of Los Angeles, California, United States of America.

8. This Release and the list of Equipment constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Release. No change to this Release shall be valid unless signed by authorized individuals of the RTP and the County of Los Angeles.

The RTP and the person executing this Release hereby warrants that the RTP and the person executing the Release are legally authorized to grant and execute this Release on behalf of the RTP, the Royal Government of the Kingdom of Thailand and its employees, agents and individual police officers and/or any other individual who receive and/or use the Equipment.

Executed this 20th day of MARCH, 2009 at ROYAL THAI POLICE, RAMA I RD. PATUMWAN BANGKOK 10330 (address)

Signature

Pol.Maj.Gen. PHUWADON VODDUCCANOK

Printed Name

COMMANDER OF QUARTER MASTER AND ORDNANCE DIVISION

Title