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

LEROY D. BACA, SHERIFF

February 2, 2010

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
(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) to the California Department of Justice (CAL-DOJ), for issuance to local, state and federal Mexican police agencies (Mexican Agencies).

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the donation of surplus safety equipment, listed in Attachment 1, to the CAL-DOJ, for issuance to Mexican Agencies.

2. Find this donation of surplus property will benefit the general interest and welfare of the citizens of the County and the United States, through counter-terrorism, drug interdiction, and intelligence gathering.

3. Delegate authority to the Sheriff, or his designee, to sign and execute the Release of Liability, Assumption of Risk, and Indemnification Agreement (Attachment 2) with Cal-DOJ.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

This equipment will be used to outfit the poorly equipped Mexican Agencies, who conduct counter-terrorism, narcotics interdiction and enforcement, intelligence

gathering, and assist United States local, state, and federal law enforcement agencies. Currently, many Mexican Agencies lack the necessary safety equipment to fulfill their mission. Through the cooperation of Mexican Agencies, the United States local, state, and federal law enforcement agencies are able to be proactive and address issues that help safeguard the County and the United States' interests.

The Department has established strong working relationships with many Mexican Agencies. As a result, our Department is regularly requested by Mexican Agencies to assist in their training of police officers. Additionally, this donation strengthens the Department's relationship with the Mexican Agencies, by providing a direct point of contact for the Department to exchange information pertaining to criminal investigations that impact the County and facilitate travel to Mexico, which may be required for follow-up investigations.

Implementation of Strategic Plan Goals

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

FISCAL IMPACT/FINANCING

There will be no fiscal impact to the County budget and no financing is involved. This safety equipment has outlived its service life with the Department. CAL-DOJ will assume all responsibility for the retrieval of any donated surplus equipment, as well as the removal of any County or Department emblems and have signed the Release of Liability, Assumption of Risk, and Indemnification Agreement (Attachment 2). CAL-DOJ 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 Mexican Agencies are actively protecting its local residents, apprehending fugitives from the United States, addressing counter-terrorism issues, and interdicting narcotics before they reach the County. By way of this donation, Cal-DOJ 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)

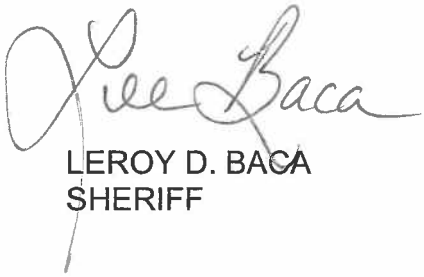
This will have no impact on current services.

CONCLUSION

This is an opportunity for the County to assist our partners in law enforcement in the country of Mexico in providing essential protection to its law enforcement officers. This donation will assist efforts in providing intelligence gathering to the Department in regards to counter-terrorism issues and other criminal acts connected to the County.

Upon the Board's approval, please forward an adopted copy of this letter to the Department's Fiscal Administration Bureau.

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: 10-20-09
(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	Asset Tag *** Dept	Sold, Traded, Transferred or Donated To	Amount Realized
2628	BALLISTIC VESTS	U/O	P/F			California Department of Justice for issuance to local, state, and federal Mexican police agencies	
680	EXTRA VEST COVERS	U/O	P/F				
110	NON BALLISTIC RIOT VEST	U/O	P/F				
300	PATROL HELMETS	U/O	P/F				
45	RIOT HELMETS	U/O	P/F				
1000	HELMET SHIELDS	U/O	P/F				
1700	HOLSTERS FOR BERRETTA 92F	U/O	P/F				
450	BATONS	U/O	P/F				
1500	BATON HOLDERS	U/O	P/F				
2000	GUN BELTS	U/O	P/F				
3500	KEEPERS	U/O	P/F				
388	RADIO HOLDERS	U/O	P/F				
650	MAGAZINE CASES	U/O	P/F				
1050	HANDCUFF CASES	U/O	P/F				
1050	PEPPER SPRAY HOLDERS	U/O	P/F				
550	KEY 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 LOCAL. STATE AND FEDERAL POLICE AGENICIES IN MEXICO

CAUTION -- READ THIS DOCUMENT IN FULL BEFORE SIGNING

This Release of Liability, Assumption of Risk and Indemnification Agreement (Release) by the California Department of Justice, a government agency of the United States of America (CAL-DOJ) 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 California Department of Justice Border Liason ('CAL-DOJ'), the Los Angeles Sheriff's Department ('LASD') has provided international law enforcement liaison and assistance to Local, State and Federal Police Agencies in Mexico; and;

Whereas, by verbal request dated May 27, 2009 to Sheriff Leroy Baca, the CAL-DOJ requested LASD to donate used surplus ballistic vests and other surplus equipment listed on Attachment A to this Release ('Equipment') that LASD is authorized and able to provide to Local, State and Federal Police Agencies in Mexico; and;

Whereas, on May 27, 2009 the California Department of Justice ('CAL-DOJ') made a similar request to LASD for the donation of Equipment to Local, State and Federal Police Agencies in Mexico; and;

Whereas, LASD values its on-going relationship with the CAL-DOJ, the Local, State and Federal Police Agencies in Mexico, 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 Local, State and Federal Police Agencies in Mexico , pursuant to the State of California, Government Code section 25365; and;

Whereas, as a necessary prior condition for the donation of Equipment, the Local, State and Federal Police Agencies in Mexico 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 Local, State and Federal Police Agencies in Mexico:

1. The Local, State and Federal Police Agencies in Mexico 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, it's Special Districts, elected and appointed officers, employees, and agents, hereinafter "County Indemnities" 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 Local, State and Federal Police Agencies in Mexico 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 suits, Local, State and Federal Police Agencies in Mexico sustain while using the Equipment. The Local, State and Federal Police Agencies in Mexico hereby assume any and all such risk.

2. The Local, State and Federal Police Agencies in Mexico understand and accept 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 Local, State and Federal Police Agencies in Mexico 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, and the CAL-DOJ, 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 Local, State and Federal Police Agencies in Mexico on behalf of the Government of Mexico shall defend, indemnify, and hold harmless the County of Los Angeles, its Special Districts, elected and appointed officers, employees, and agents, and the CAL-DOJ, 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 Local, State and Federal Police Agencies in Mexico understand that acceptance of this Release by County Indemnities shall not constitute a waiver, in whole or in part, of sovereign immunity by County Indemnities; that it shall be effective in perpetuity, including in the event of any subsequent disposition, disposal, sale or donation of the Equipment by the CAL-DOJ.

6. The CAL-DOJ hereby waives all benefits flowing from any state statute, law of the United States of America, 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 Local, State and Federal Police Agencies in Mexico 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 supersede 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 CAL-DOJ and the County of Los Angeles.

The CAL-DOJ and the person executing this Release hereby warrants that the CAL-DOJ and the person executing the Release are legally authorized to grant and execute this Release on behalf of the Local, State and Federal Police Agenicies in Mexico, agents and individual police officers and/or any other individual who receive and/or use the Equipment.

Executed this 20 day of October , 2009 at

9425 Chesapeake Dr. San Diego, CA 92123

Signature

Val R. Jimenez
Printed Name

Special Agent in Charge CAL-DOJ
Title

Signature

Leroy D. Baca
Printed Name

Sheriff, Los Angeles County
Title