



JOHN L. SCOTT, SHERIFF

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



September 30, 2014

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

Dear Supervisors:

**BAILMENT AGREEMENT WITH THE CITY OF AGOURA HILLS
FOR THE USE OF A TRAFFIC RADAR TRAILER FOR
THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT'S
MALIBU/LOST HILLS SHERIFF'S STATION**

SUBJECT

The Los Angeles County Sheriff's Department (Department) seeks to enter into a Bailment Agreement (Agreement) with the city of Agoura Hills for the use of a traffic radar trailer (Trailer) for the exclusive use by the Department's Malibu/Lost Hills Sheriff's Station (LHS Station).

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Chairman to sign the attached Agreement with the city of Agoura Hills for the use of the Trailer, at no cost to the County of Los Angeles (County), effective upon execution and terminating in six years unless terminated earlier.
2. Instruct the Executive Officer-Clerk of the Board to send a letter of appreciation to Greg Ramirez, Agoura Hills City Manager, 30001 Ladyface Court, Agoura Hills, California, 91301, for the generous loan and use of the Trailer.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The city of Agoura Hills wishes to loan the use of their Trailer, Vehicle Identification Number 1A9540J18C1872143, for the exclusive use by the Department's LHS Station. The use of this Trailer will enhance traffic enforcement and safety by providing an active visual notification to drivers of their speed.

Implementation of Strategic Plan Goals

Acceptance of this Agreement supports the County's Strategic Plan, Goals 1, Operational Effectiveness/Fiscal Sustainability; and Goal 3, Integrated Services Delivery. The Trailer will enhance both the quality and productivity of services provided by the Department's LHS Station personnel.

FISCAL IMPACT/FINANCING

Use of the Trailer is provided at no cost to the County. The Department will provide all general maintenance and repairs necessary for the daily operation of the Trailer.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Trailer will be on loan to the Department for a period of six years. Either party may terminate the Agreement with five calendar days advance written notice to the other party. The Department will hold title as the registered owner. The city of Agoura Hills will hold title as the legal owner of the Trailer.

The County will bear the risk of loss of the Trailer during the term of the Agreement. The County agrees to indemnify and defend the city of Agoura Hills from any and all liability arising out of the County's use or operation of the Trailer. The indemnification however does not extend to liability resulting from inherent defects or malfunctions in the Trailer related to the manufacturer's acts or omissions.

County Counsel has approved the attached Agreement as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is no impact on current County services.

CONCLUSION

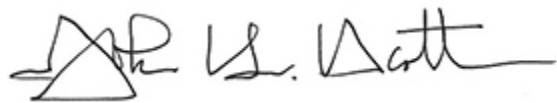
Upon Board's approval, please return one adopted stamped copy of the Board letter and the Agreement to the Department's Communications and Fleet Management Bureau.

The Honorable Board of Supervisors

9/30/2014

Page 3

Sincerely,

A handwritten signature in black ink, appearing to read "John L. Scott". The signature is written in a cursive style with a large initial "J" and "S".

JOHN L. SCOTT

Sheriff

JLS:PKM:pm

Enclosures

**BAILMENT AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND CITY OF AGOURA HILLS**

This Bailment Agreement ("Agreement") is made and entered into this _____ day of _____, 2014 by and between the County of Los Angeles ("County") and the City of Agoura Hills.

1. **Bailment of Property:** The City of Agoura Hills hereby bails its traffic radar trailer, Vehicle Identification Number 1A9540J18C1872143, ("Trailer") for the exclusive use of the Los Angeles County Sheriff's Department ("Department").

2. **Term of Bailment:** The term of this Agreement shall be for six (6) years, commencing on the date first written above, unless sooner terminated or extended, in whole or in part, as set forth herein.

3. **Safekeeping and Maintenance:** The County shall exercise due care for the safekeeping of the Trailer. The County will provide all necessary general maintenance and repairs at no cost to the City of Agoura Hills. The County has the right to inspect said Trailer prior to acceptance. The City of Agoura Hills shall assume responsibility for ensuring that the Trailer has been inspected or otherwise tested in accordance with the laws of the State of California and the United States. The County shall inspect the Trailer upon delivery and by acceptance thereof finds the Trailer is in good working order and condition. The County shall maintain the Trailer 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 Trailer. The County shall pay for normal service required for the proper operation of the Trailer. The County shall pay for all washing, parking, garage, highway/road service tolls, and fines incurred in connection with the use of the Trailer. The County will provide, install, and maintain all required law enforcement equipment, including Department graphics, on the Trailer. All required law enforcement equipment installed by the County will be removed from the Trailer prior to return of the Trailer to the City of Agoura Hills.

4. **Indemnification:** The County agrees to indemnify and defend the City of Agoura Hills from any and all liability, losses, or damages the City of Agoura Hills may suffer and from any claims, demands, costs, or judgments against the City of Agoura Hills arising out of the County's use or operation of the Trailer. This indemnification does not extend to any liability resulting from inherent defects or malfunctions in such Trailer related to manufacturer's acts or omissions..

5. **Titles:** Legal title to the Trailer is, and shall at all times, remain in the name of the City of Agoura Hills. The County shall hold title as the registered owner only. The Trailer shall not be transferred or delivered by the County to any persons other than the City of Agoura Hills without the City of Agoura Hills' prior written consent.

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

7. **Inspection by County:** The County agrees to allow the City of Agoura Hills to inspect the Trailer or otherwise observe it at such times and locations as mutually agreed upon. The County shall provide the City of Agoura Hills with such mileage, safety, operating, and other information, or copies of any such records maintained by the County with respect to the Trailer as the City of Agoura Hills or any government agency may require from time to time.

8. **Use of Trailer:** The County may use the Trailer for any lawful purpose, including use in connection with investigations and law enforcement activities, but the County's use of the Trailer shall be limited to areas within the City of Agoura Hills. The County shall not use or operate the Trailer in violation of any federal, state, local or provincial law, rule, regulation, or ordinance including those pertaining to the age and licensing of drivers. Nor shall the Trailer 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:** The County shall assume all risks of loss to the Trailer:

- a) From the time it is delivered by the City of Agoura Hills to the County and upon inspection and acceptance by the County.
- b) Until the Trailer is returned to the City of Agoura Hills at its place of business.

Upon inspection/acceptance, the County shall be responsible for any and all damages to the Trailer except those damages caused by negligence or defects in the original factory design, manufacture, or assembly of said Trailer. In the event of damages to the Trailer, the County shall notify the City of Agoura Hills to that effect and follow such instructions that the City of Agoura Hills may provide with respect to repair or disposal of the Trailer. If the Trailer is lost, stolen, destroyed, or declared to be a total constructive loss (subject to the City of Agoura Hills agreement as to such condition), the County shall properly notify the City of Agoura Hills thereof and hold any wreckage for disposal by the City of Agoura Hills. With respect to any loss, theft, or damage to the Trailer, the County and the City of Agoura Hills shall negotiate the value of a comparably equipped Trailer in a condition similar to the lost, stolen, or destroyed Trailer immediately prior to any such loss.

10. **Termination:** Either party may terminate this Agreement by giving five (5) calendar days advance written notice to the other party. Upon the termination of this Agreement, the County shall immediately return the Trailer to the City of Agoura Hills.

11. **Amendments:** No variation, modification, change, or amendment to this Agreement shall be binding upon any party unless such variation, modification, change, or amendment is in writing and duly authorized and executed by all parties. This Agreement shall not be amended or modified by oral agreements or understandings among the parties or by any acts or conduct of the parties.

12. **Notices:** All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified below. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

Notices to the County shall be addressed as follows:

Los Angeles County Sheriff's Department
Attn: Fleet Management
1277 N. Eastern Avenue
Los Angeles, CA 90063

Notices to the City of Agoura Hills shall be addressed as follows:

City of Agoura Hills
Attn: Greg Ramirez
30001 Ladyface Court
Agoura Hills, CA 91301

13. **Independent Contractor:** This Agreement is by and between the County and the City of Agoura Hills and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the City of Agoura Hills. The employees and agents of one party shall not be construed to be employees and agents of the other party.

14. **Governing Law, Jurisdiction, and Venue:** This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The City of Agoura Hills agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

15. **Validity and Waiver:** If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby. No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

16. **Assignment:** A party shall not assign its rights or delegate its duties under this Agreement, in whole or in part, without the prior written consent of the other party, and any attempted assignment or delegation without such consent shall be null and void.

17. **Publicity:** Neither party shall identify the other party as a joint venture or partner or otherwise characterize the arrangement between them as anything other than a bailment.

18. **Authorization Warranty:** The City of Agoura Hills represents and warrants that the person executing this Agreement for the City of Agoura Hills is an authorized agent who has actual authority to bind the City of Agoura Hills to each and every term, condition, and obligation of this Agreement and that all requirements of the City of Agoura Hills have been fulfilled to provide such actual authority.

19. **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 Agreement will be binding unless such modification is in writing, duly accepted, and executed by both parties pursuant to Section 11, Amendments, of this Agreement.

**BAILMENT AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND CITY OF AGOURA HILLS**

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be executed on its behalf by the Chairman of said Board and attested by the Executive Officer-Clerk of the Board, and the City of Agoura Hills has caused it to be executed by its duly authorized officer.

COUNTY OF LOS ANGELES

CITY OF AGOURA HILLS

By _____
Chairman, Board of Supervisors

By  _____
City Manager

ATTEST:
SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:
RICHARD D. WEISS
Acting County Counsel

By  _____
Senior Deputy County Counsel