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

LEROY D. BACA, SHERIFF

March 3, 2004

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

Dear Supervisors:

**CONTRACT WITH THE CITY OF DIAMOND BAR
FOR USE OF VEHICLE
(5TH DISTRICT) (3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chair to sign an agreement with the City of Diamond Bar, at no cost to the County, for the use of a 2003 Ford Crown Victoria sedan, Vehicle Identification Number 2FAFP73W03X182826, effective upon your approval and terminating in six years, or when mutually agreed upon.

2. Approve the 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.

3. Instruct the Executive Officer-Clerk of the Board to send a letter of appreciation to Linda Lowry, City Manager of the City of Diamond Bar, 21825 East Copley Drive, Diamond Bar, California 91765-4178, for the generous loan and use of this vehicle.

PURPOSE OF RECOMMENDED ACTION/JUSTIFICATION

The City of Diamond Bar has purchased a 2003 Ford Crown Victoria sedan, Vehicle Identification Number 2FAFP73W03X182826, for exclusive use by the City of Diamond Bar's Volunteer's on Patrol program.

Implementation of Strategic Plan Goals

Approval of this agreement supports the County's Strategic Plan Goals for Service Excellence and Work Force Excellence. Acceptance of this vehicle will enhance both the quality and productivity of services provided within the City of Diamond Bar.

FISCAL IMPACT/FINANCING

The County of Los Angeles will hold the title as registered owner only. The City of Diamond Bar will hold legal title. All liability insurance will be provided and paid for by the Sheriff's Department. These costs will be absorbed within the existing budget allocation. Maintenance and repairs will be provided by the Sheriff's Department.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The vehicle will be loaned to the Sheriff's Department for a period of six years. However, the vehicle will be returned to the City of Diamond Bar when, if in the opinion of the Sheriff's Department, the vehicle is no longer suitable for County service or when the County and City of Diamond Bar have mutually agreed upon the termination of this Bailment and five (5) days advance written notice for the return of the vehicle 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 Fleet Management Unit, Attention: Deputy Steve Woolum, 1277 North Eastern Avenue, Los Angeles, California 90063.

Respectfully submitted,

LEROY D. BACA
SHERIFF

BAILMENT CONTRACT

This Contract of Bailment ("Agreement") is made and entered into this _____ day of _____2003, by and between the County of Los Angeles, hereinafter referred to as "COUNTY" and the "City of Diamond Bar" hereinafter called "City of Diamond Bar."

1. **Bailment of Property:** City of Diamond Bar hereby bails a 2003 Ford Crown Victoria sedan, Vehicle Identification Number 2FAFP73W03X182826 which is hereby referred to as the "Vehicle."

2. **Term of Bailment:** This Bailment shall commence on the day first written above, and shall terminate when mutually agreed upon by giving the COUNTY five (5) days advance written notice for the return of the Vehicle and the Vehicle has been redelivered to the City of Diamond Bar within five (5) days of such notice.

3. **Safekeeping and Maintenance:** COUNTY shall exercise due care for the safekeeping of the Vehicle. COUNTY will provide all necessary maintenance and repairs at no cost to the City of Diamond Bar. COUNTY has the right to inspect said Vehicle prior to acceptance. City of Diamond Bar shall assume responsibility for ensuring that the Vehicle has been inspected or otherwise tested in accordance with the laws of the State of California and the United States. COUNTY shall inspect the Vehicle upon delivery and by acceptance thereof finds the Vehicle is in good working order and condition. COUNTY shall maintain the Vehicle 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 Vehicle. COUNTY shall pay for normal service required for the proper operation of the Vehicle. COUNTY shall pay for all washing, parking, garage, highway/road service tolls, and fines incurred in connection with the use of the Vehicle.

4. COUNTY agrees to indemnify and defend City of Diamond Bar from any and all liability, losses, or damages City of Diamond Bar may suffer and from any claims, demands, costs, or judgments against the City of Diamond Bar arising out of COUNTY's use or operation of City of Diamond Bar's Vehicle. This indemnification does not extend to any liability resulting from inherent defects or malfunctions in such Vehicle related to manufacturer's acts or omissions.

5. **Titles:** Titles to the property are, and shall at all times remain in the name of City of Diamond Bar. The property shall not be transferred or delivered to any persons other than City of Diamond Bar without City of Diamond Bar'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 the Vehicle shall be at no cost.

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

8. **Use Of Vehicle:** COUNTY may use the Vehicle for any lawful purpose, including use in connection with investigations and law enforcement activities in all areas under the COUNTY's jurisdiction. 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 Vehicle:

a) From the time it is delivered by the City of Diamond Bar to the COUNTY and upon inspection and acceptance by COUNTY.

b) Until the Vehicle is returned to City of Diamond Bar 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 Vehicle. In the event of damages to the Vehicle, COUNTY shall notify City of Diamond Bar to that effect and follow such instructions that City of Diamond Bar may provide with respect to repair or disposal of the Vehicle. If the Vehicle is lost, stolen, destroyed, or declared to be a total

constructive loss (subject to City of Diamond Bar's agreement as to such condition), COUNTY shall properly notify the City of Diamond Bar thereof and hold any wreckage for disposal by City of Diamond Bar. With respect to any loss, theft or damage to the Vehicle, COUNTY and City of Diamond Bar shall negotiate the value for a comparably equipped vehicle 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 City of Diamond Bar.

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:** City of Diamond Bar 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 City of Diamond Bar's control. IN NO EVENT SHALL THE CITY OF DIAMOND BAR 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 VEHICLE, 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.

County of Los Angeles

By_____
Chairperson, Board of Supervisors

Attest:

Violet Varona-Lukens
Executive Officer-Clerk
of the Board of Supervisors

By_____
Deputy

City of Diamond Bar

By_____
Linda Lowry, City Manager

APPROVED AS TO FORM
BY COUNTY COUNSEL

LLOYD W. PELLMAN

By_____
Deputy County Counsel