



# OFFICE OF THE SHERIFF

COUNTY OF LOS ANGELES

HALL OF JUSTICE

JIM McDONNELL, SHERIFF  
211 WEST TEMPLE STREET, LOS ANGELES, CALIFORNIA 90012

*A Tradition of Service*  
— Since 1850 —



## ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

December 13, 2016

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

55 December 13, 2016

LORI GLASGOW  
EXECUTIVE OFFICER

Dear Supervisors:

**BAILMENT AGREEMENT WITH THE CITY OF SAN DIMAS FOR USE OF A  
2016 FORD TAURUS VEHICLE FOR SAN DIMAS SHERIFF'S  
STATION'S VOLUNTEERS ON PATROL PROGRAM  
(FIFTH DISTRICT) (3 VOTES)**

**SUBJECT**

The Los Angeles County (County) Sheriff's Department (Department) requests approval of a Bailment Agreement (Agreement) for the use of a 2016 Ford Taurus vehicle, Vehicle Identification Number 1FAHP2L89GG133651 (Vehicle), which will be provided by the city of San Dimas (City). This Vehicle will be used exclusively for the Volunteers on Patrol (VOP) Program at the San Dimas Sheriff's Station (SDM Station).

**IT IS RECOMMENDED THAT THE BOARD:**

1. Approve and instruct the Chairman of the Board to sign the attached Agreement with the City for use of the Vehicle, effective upon execution for a term of six years, unless sooner terminated.
2. Instruct the Executive Officer-Clerk of the Board to send a letter of appreciation to Mr. Blaine Michaelis, City Manager, City of San Dimas, 245 East Bonita Avenue, San Dimas, California 91773, for the generous loan and use of the Vehicle.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The City wishes to loan the Vehicle for the exclusive use by Department volunteers assigned to the VOP Program at SDM Station. The Vehicle will be used to conduct authorized activities in the City. These activities generally include patrol of residential and commercial areas, vacation checks as requested by residents, patrol of parking lots to suppress criminal activity, assistance at public events, and similar activities.

### **Implementation of Strategic Plan Goals**

Approval of this Agreement supports the County's Strategic Plan, Goal 1, Operational Effectiveness/Fiscal Sustainability, and Goal 2, Community Support and Responsiveness. The Vehicle will enhance both the quality and productivity of services provided by SDM Station's VOP Program.

### **FISCAL IMPACT/FINANCING**

The Department shall pay for routine maintenance, repair, service, fuel, washing, parking, and garage storage of the Vehicle. The Department will also provide, install, and maintain all required law enforcement equipment for the Vehicle. These costs will be paid out of the Department's operating budget.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The Vehicle will be on loan to the Department for a period of six years. However, the Vehicle will be returned to the City, if in the opinion of the Department, the Vehicle is no longer suitable for County service or when the Department or the City has provided five days advance written notice of termination to the other party. The County will hold the title as the registered owner and the City will hold the title as the legal owner of the Vehicle.

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

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

There will be no negative impact on current Department operations and services.

**CONCLUSION**

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

Sincerely,

A handwritten signature in black ink, appearing to read "Jim McDonnell". The signature is stylized with a large, looping initial "J" and "M".

JIM McDONNELL  
Sheriff

JM:SBJ:DJH:dm

Enclosures

**BAILMENT AGREEMENT  
BY AND BETWEEN COUNTY OF LOS ANGELES  
AND CITY OF SAN DIMAS**

This Bailment Agreement (Agreement) is made and entered into this 13th day of December, 2016, by and between the County of Los Angeles (County) and the City of San Dimas.

1. **Bailment of Property:** The City of San Dimas hereby bails a 2016 Ford Taurus sedan, Vehicle Identification Number 1FAHP2L89GG133651, for the exclusive use of the Los Angeles County Sheriff's Department (Department).

2. **Term of Bailment:** The term of this Agreement shall commence on the date written above and shall terminate when mutually agreed upon by giving five (5) days advance written notice by one party to another.

3. **Safekeeping and Maintenance:** County shall exercise due care for the safekeeping of the Vehicle. County has the right to inspect said Vehicle prior to acceptance. The City of San Dimas 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 in good working order and condition. The Department 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. The Department shall pay for normal maintenance, repair, and service required for the proper operation of the Vehicle. The Department shall pay for all fuel, washing, parking, and garage storage. The Department will provide, install, and maintain all required equipment including voice radio, amber lights, and graphics on the Vehicle. All required law enforcement equipment installed by the Department will be removed from the Vehicle prior to return of the Vehicle to the City of San Dimas.

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

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

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 the City of San Dimas to inspect the Vehicle or otherwise observe it at such times and locations as mutually agreed upon. County shall provide the City of San Dimas with such mileage, safety, operating, and other information, or copies of any such records maintained by County with respect to the Vehicle as the City of San Dimas or any government agency may require from time to time.

8. **Use of Vehicle:** County may use the Vehicle for any lawful purpose 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 Vehicles' 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 the Vehicle is delivered by the City of San Dimas to County and upon inspection and acceptance by County.
- b) Until the Vehicle is returned to the City of San Dimas at its place of business.

Upon inspection/acceptance of the Vehicle, County shall be responsible for any and all damages to the Vehicle except those resulting from inherent defects or malfunctions in such Vehicles related to manufacturer's acts or omissions.

In the event of damages to the Vehicle, County shall notify the City of San Dimas to that effect and follow such instructions that the City of San Dimas 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 the City of San Dimas agreement as to such condition), County shall properly notify the City of San Dimas thereof and hold any wreckage for disposal by the City of San Dimas. With respect to any loss, theft, or destruction of the Vehicle, County and the City of industry 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. **Termination:** Either party may terminate this Agreement by giving five (5) calendar days advance written notice to the other party. Upon termination of this Agreement, County shall immediately return the Vehicle to the City of San Dimas.

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.

Los Angeles County Sheriff's Department  
Attn: Communications and Fleet Management Bureau  
1277 North Eastern Avenue  
Los Angeles, CA 90063

City of San Dimas  
Attn: Blaine Michaelis, City Manager  
245 East Bonita Avenue  
San Dimas, CA 91773

13. **Independent Contractor:** This Agreement is by and between County and the City of San Dimas and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and the City of San Dimas. 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 San Dimas 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 County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of 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 San Dimas represents and warrants that the person executing this Agreement for the City of San Dimas is an authorized agent who has actual authority to bind the City of San Dimas to each and every term, condition, and obligation of this Agreement and that all requirements of the City of San Dimas 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 of this Agreement.

[Continued on following page for signatures]

**BAILMENT AGREEMENT  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND CITY OF SAN DIMAS**

**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 Chair of said Board and attested by the Executive Officer-Clerk of the Board, and the City of San Dimas has executed this Agreement, or caused it to be executed on its behalf, by its duly authorized officer.

COUNTY OF LOS ANGELES

CITY OF SAN DIMAS

By *Mark Ridley-Thomas*  
Mark Ridley-Thomas  
Chairman, Board of Supervisors

By *Blaine Michaelis*  
Blaine Michaelis, City Manager

78569

ATTEST:  
Lori Glasgow  
Executive Officer-Clerk  
of the Board of Supervisors

I hereby certify that pursuant to  
Section 25103 of the Government Code,  
delivery of this document has been made.

LORI GLASGOW  
Executive Officer  
Clerk of the Board of Supervisors

By *Lachelle Smitherman*  
Deputy

By *Lachelle Smitherman*  
Deputy

APPROVED AS TO FORM:  
Mary C. Wickham  
County Counsel

By *Mickulepa*  
Deputy County Counsel



**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

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DEC 13 2016

*Lori Glasgow*  
LORI GLASGOW  
EXECUTIVE OFFICER