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

LEROY D. BACA, SHERIFF

June 10, 2008

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

Dear Supervisors:

CONTRACT WITH CITY OF INDUSTRY FOR USE OF A 2007 FORD F-150 BLACK AND WHITE PICK-UP TRUCK (FIRST DISTRICT) (3 VOTES)

SUBJECT

The purpose of this document is to enter into a bailment agreement contract for the use of a 2007 Ford F-150 black and white pick-up truck, which will be provided by the City of Industry. The City is providing the vehicle primarily for use by Industry Sheriff's Station personnel assigned to the Youth Activity League Program.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chair to sign an Agreement with the City of Industry for the use of a 2007 Ford F-150 black and white pick-up truck, at no cost to Los Angeles County (County), effective upon your approval and terminating in six (6) 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. The City of Industry will provide repairs and maintenance service for the vehicle.

3. Instruct the Executive Officer-Clerk of the Board to send a letter of appreciation to Philip L. Iriarte, City Manager, City of Industry Administrative Office, Post Office Box 3366, City of Industry, California 91744, for the generous loan and use of this vehicle.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City of Industry wishes to loan a 2007 Ford F-150 black and white pick-up truck, Vehicle Identification Number 1FTPW1253KB04119, primarily for use by personnel assigned to the Industry Sheriff's Station Youth Athletic League Program. If deemed necessary, the vehicle may be used for any lawful purpose, including use in connection with investigations and law enforcement activities within the areas surrounding Industry Sheriff's Station.

FISCAL IMPACT/FINANCING

The County will hold the title as registered owner only. The City of Industry will hold legal title. All liability insurance will be provided by and paid for by the Sheriff's Department (Department). The Department will install a MX7000 light bar and Sheriff's radio. These costs along with fuel will be absorbed within the existing budget allocation. Maintenance and repairs will be provided by the City of Industry.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The vehicle will be on loan to the Department for a period of six (6) years. However, the vehicle will be returned to the City of Industry when, if in the opinion of the Department, the vehicle is no longer suitable for County service or when the County and the City of Industry 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 one adopted stamped copy of the letter and the Agreement to the Fleet Management Unit, Attention: Sandra Engelbart, 1277 North Eastern Avenue, Los Angeles, California 90063.

Sincerely,

LEROY D. BACA
SHERIFF

BAILMENT CONTRACT

This Contract of Bailment ("Agreement") is made and entered into this 10TH day of JUNE 2008, by and between the County of Los Angeles, hereinafter referred to as "COUNTY" and the "City of Industry" hereinafter called "City of Industry."

1. **Bailment of Property:** City of Industry hereby bails a 2007 Ford F-150 black and white pick-up truck, Vehicle Identification Number 1FTPW1253KB04119 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 in six (6) years or 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 returned to the City of Industry within five (5) days of such notice.

3. **Safekeeping and Maintenance:** COUNTY shall exercise due care for the safekeeping of the Vehicle. City of Industry will provide all necessary maintenance and repairs at no cost to the COUNTY. COUNTY has the right to inspect said Vehicle prior to acceptance. The City of Industry 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. The City of Industry 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 City of Industry 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. COUNTY will install a MX7000 Light Bar with new lens and a Sheriff's Radio.

4. COUNTY agrees to indemnify and defend City of Industry from any and all liability, losses, or damages the City of Industry may suffer and from any claims, demands, costs, or judgments against the City of Industry arising out of COUNTY's use or operation of the City of Industry'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:** Title to the property is, and shall at all times remain in the name of City of Industry. The property shall not be transferred or delivered to any persons other than City of Industry without the City of Industry'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 this Vehicle shall be at no cost.

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7. **Inspection by County:** COUNTY agrees to allow the City of Industry to inspect the Vehicle or otherwise observe it such times and locations as mutually agreed upon. COUNTY shall provide the City of Industry 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 Industry 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. This vehicle is primarily for the use by personnel assigned to the Industry Station Youth Activity League program. 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 Industry to the COUNTY and upon inspection and acceptance by COUNTY.

b) Until the Vehicle is returned to City of Industry 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 the City of Industry to that effect and follow such instructions that the City of Industry 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 Industry's agreement as to such condition), COUNTY shall properly notify the City of Industry thereof and hold any wreckage for disposal by the City of Industry. With respect to any loss, theft or damage to 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. **Assignment:** COUNTY is expressly prohibited from assigning this Agreement or delegating performance of any of its obligations hereunder without prior written consent of the City of Industry.

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:** The City of Industry 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 the City of Industry's control. IN NO EVENT SHALL THE CITY OF INDUSTRY 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.

[Continued on following page for signatures]

IN WITNESS WHEREOF, each parties hereto has caused this Agreement to be executed on its behalf by its duly authorized officers, as of the date first indicated above.

COUNTY OF LOS ANGELES

By_____
Chair, Board of Supervisors

CITY OF INDUSTRY

By_____
Philip L. Iriarte, City Manager

Attest: Sachi A. Hamai
Executive Officer-Clerk
of the Board of Supervisors

By_____
Deputy

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

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By_____
Deputy

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APPROVED AS TO FORM BY
COUNTY COUNSEL:

RAYMOND G. FORTNER, JR

By_____
Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

54 JUN 10 2008

SACHI A. HAMAI
EXECUTIVE OFFICER