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

LEROY D. BACA, SHERIFF

A Tradition of Service

March 06, 2012

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES
49 March 6, 2012
SACHI A. HAMAI
EXECUTIVE OFFICER

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 INDUSTRY FOR USE OF A 2007 FORD CROWN VICTORIA FOR INDUSTRY SHERIFF'S STATION (FIRST DISTRICT) (3 VOTES)

SUBJECT

The Los Angeles County Sheriff's Department (Department) seeks approval of a Bailment Agreement (Agreement) for the use of a 2007 Ford Crown Victoria (Sedan) provided by the City of Industry (City). The City is providing the Sedan primarily for use by personnel assigned to the Industry Sheriff's Station (IDT).

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chairman to sign the attached Agreement with the City for the use of the Sedan at no cost to the County of Los Angeles (County), effective upon execution by the Board of Supervisors for the term of six years.

2. Approve the County to indemnify and defend the City from all liability arising out of the Department's use of the Sedan, other than liability resulting from inherent defects or malfunctions related to acts or omissions of the manufacturer. The Department will provide repairs and maintenance service for the Sedan.

3. Instruct the Executive Officer-Clerk of the Board to send a letter of appreciation to Kevin Radecki, City Manager, City of Industry, Post Office Box 3366, 15625 East Stafford Street, City of Industry, California 91744-0366, for the generous bailment of the Sedan.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City wishes to loan the use of the Sedan, Vehicle Identification Number 2FAFP71W57X115308, primarily for use by Department personnel assigned to IDT's Special Assignment Team (Team). The Sedan will be used by the Team lieutenant to conduct operations, respond to emergent situations, and attend City functions

Implementation of Strategic Plan Goals

Acceptance of this loan supports the County's Strategic Plan, Goal 1, Operational Effectiveness; and Goal 5, Public Safety. The Sedan will enhance both the quality and productivity of services provided by the Team.

FISCAL IMPACT/FINANCING

The Department will hold title as the registered owner of the Sedan, and the City will hold title as the legal owner of the Sedan. All liability insurance will be provided and paid for by the Department. The Department will provide all fuel, general maintenance, and necessary repairs for the daily operation of the Sedan.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Sedan will be on loan to the Department for a period of six years at no cost to the County. Either party may terminate the Agreement with five days advance written notice to the other party. In addition, the Agreement requires that the County indemnify the City for any and all liability arising out of the County's use or operation of the Sedan. The indemnification does not extend to any liability resulting from inherent defects or malfunctions in such vehicle related to manufacturer's acts or omissions.

This Board letter has been reviewed, and the Agreement has been approved as to form, by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is no impact of current County services.

CONCLUSION

Upon Board approval, please return an adopted, stamped copy of the letter and three signed copies of the Agreement to the Department.

Sincerely,

LEROY D. BACA
Sheriff

LDB:JPW:JPW

Enclosures

BAILMENT AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND CITY OF INDUSTRY

This Bailment Agreement, hereinafter referred to as "Agreement," is made and entered into this 6th day of March, 2012 by and between the County of Los Angeles, hereinafter referred to as "COUNTY" and the City of Industry.

1. **Bailment of Property:** The City of Industry hereby bails a 2007 Ford Crown Victoria Police, Vehicle Identification Number 2FAFP71W57X115308, hereinafter referred to as the "Vehicle," 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 upon execution by the County Board of Supervisors, unless sooner terminated or extended, in whole or in part, as set forth herein.

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 Industry. 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. 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. COUNTY will provide, install, and maintain all required law enforcement equipment including voice radios, lights, sirens and graphics on the Vehicle. All required law enforcement equipment installed by COUNTY will be removed from the Vehicle prior to return of the Vehicle to the City of Industry.

4. **Indemnification:** COUNTY agrees to indemnify and defend the 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:** Legal title to the Vehicle is, and shall at all times, remain in the name of the City of Industry. 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 Industry without the City of Industry's prior written consent.

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6. **Cost:** Except as otherwise set forth in this Agreement, COUNTY'S use of this Vehicle shall be at no cost.

7. **Inspection by County:** COUNTY agrees to allow the City of Industry to inspect the Vehicle or otherwise observe it at 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 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 Vehicle odometer 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 COUNTY and upon inspection and acceptance by COUNTY.

b) Until the Vehicle is returned to the City of Industry 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 Vehicle related to manufacturer's acts or omissions.

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 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 City of Industry shall negotiate the value for a comparably equipped 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) days advance written notice to the other party. Upon termination of this Agreement, COUNTY shall immediately return the Vehicle to the City of Industry.

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: Fleet Management
1277 N. Eastern Avenue
Los Angeles, CA 90063

City of Industry
Attn: Kevin Radecki, City Manager
P.O. Box 3366
15625 E. Stafford Street, Suite 100
City of Industry, CA 91744-0366

13. **Independent Contractor:** This Agreement is by and between COUNTY and the City of Industry 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 Industry. 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 Industry 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 Industry represents and warrants that the person executing this Agreement for the City of Industry is an authorized agent who has actual authority to bind the City of Industry to each and every term, condition, and obligation of this Agreement and that all requirements of the City of Industry 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 INDUSTRY

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 Industry has executed this Agreement, or caused it to be executed on its behalf, by its duly authorized officer.

COUNTY OF LOS ANGELES

BY _____
Chairman, Board of Supervisors

CITY OF INDUSTRY

By _____
Kevin Radecki, 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:
John Krattli
Acting County Counsel

By _____
Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

49 MAR 6 2012

SACHI A. HAMAI
EXECUTIVE OFFICER