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

LEROY D. BACA, SHERIFF

December 2, 2003

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 LA MIRADA FOR THE USE OF VEHICLES (4TH DISTRICT) (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chair to sign an agreement with the City of La Mirada, at no cost to the County, for the use of two 2002 Ford, Crown Victoria Police Sedans, effective upon your approval and terminating in four years or when mutually agreed upon.

2. Approve the County to provide repairs and maintenance service for the vehicles and to indemnify and defend the agency from all liability arising out of the County's use of the vehicles, 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 Andrea M. Travis, City Manager, 13700 La Mirada Boulevard, La Mirada, California 90638, for their generous loan and use of these vehicles.

PURPOSE OF RECOMMENDED ACTION/JUSTIFICATION

The City of La Mirada has purchased two 2002 Ford, Crown Victoria Police Interceptor sedans for the exclusive use of the La Mirada Service Area Lieutenant and La Mirada Service Area Sergeant. These vehicles will be utilized by the city's Special Assignment Officers for directed patrol duties, special assignments, and conducting administrative duties.

Implementation of Strategic Plans/Goals

The proposed recommendation promotes Strategic Goal # 4, Fiscal Responsibility by saving the County the cost of purchasing two Ford Crown Victoria Police sedans.

FISCAL IMPACT/FINANCING

The County of Los Angeles will hold the titles as the registered owner and the City of La Mirada will hold legal title. All liability insurance, maintenance, repairs, fuel, and other necessary vehicle services, estimated at approximately $4,000 a year, will be provided and paid for by the Sheriff's Department. These costs will be absorbed within the existing budget allocation.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The vehicles will be on loan to the Sheriff's Department for a period of four years. However, the vehicles will be returned to the City of La Mirada when, in the opinion of the Sheriff's Department, the vehicles are no longer suitable for County service or when the County and City of La Mirada have mutually agreed upon the termination of this Bailment and five (5) days advance written notice for the return of the vehicles is given. The County will provide all necessary maintenance and repairs.

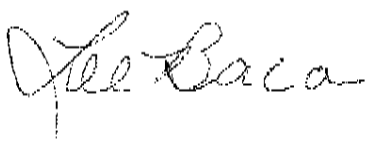
IMPACT ON CURRENT SERVICES (OR PROJECTS)

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 La Mirada" hereinafter called "City of La Mirada."

1. **Bailment of Property:** City of La Mirada hereby bails to the County two 2002 Ford Crown Victoria Police Interceptor Sedans, Vehicle Identification Numbers 2FAFP71W42X155341 and 2FAFP71W22X155323, which are hereby referred to as the "VEHICLES."

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 VEHICLES and the VEHICLES have been redelivered to the City of La Mirada within five (5) days of such notice.

3. **Safekeeping and Maintenance:** COUNTY shall exercise due care for the safekeeping of the VEHICLES. COUNTY will provide all necessary maintenance and repairs at no cost to the City of La Mirada. COUNTY has the right to inspect said VEHICLES prior to acceptance. City of La Mirada shall assume responsibility for ensuring that the VEHICLES have been inspected or otherwise tested in accordance with the laws of the State of California and the United States. COUNTY shall inspect the VEHICLES upon delivery and by acceptance thereof finds the VEHICLES are in good working order and condition. COUNTY shall maintain the VEHICLES in good working order and condition, ensure proper servicing and shall comply in every respect with any manufacturer's/owner's manuals that come with the VEHICLES. COUNTY shall pay for normal service required for the proper operation of the VEHICLES. COUNTY shall pay for all fuel and oil additives, washing, parking, garage, highway/road service tolls, and fines incurred in connection with the use of the VEHICLES.

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

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

8. **Use Of VEHICLES:** COUNTY may use the VEHICLES 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 VEHICLES 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 VEHICLES 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 VEHICLES:

a) From the time they are delivered by the City of La Mirada to the COUNTY and upon inspection and acceptance by COUNTY.

b) Until the VEHICLES are returned to City of La Mirada 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 VEHICLES. In the event of damages to the VEHICLES, COUNTY shall notify City of La Mirada to that effect and follow such instructions that City of La Mirada may provide with respect to repair or disposal of the VEHICLES. If the VEHICLES are lost, stolen, destroyed, or declared to be a total constructive loss (subject to City of La Mirada's agreement as to such condition), COUNTY shall properly notify the City of La Mirada thereof and hold any wreckage for disposal by City of La Mirada. With respect to any loss, theft or damage to the VEHICLES, COUNTY, and City of La Mirada shall negotiate the value for comparably equipped VEHICLES in a condition similar to the lost, stolen, or destroyed VEHICLES 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 La Mirada.

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 La Mirada 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 La Mirada's control. IN NO EVENT SHALL THE CITY OF LA MIRADA 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 VEHICLES, 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_____
Chairman, Board of Supervisors

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

By_____
Deputy

City of La Mirada

By Andrea M Travis
Andrea M. Travis
City Manager

APPROVED AS TO FORM BY
COUNTY COUNSEL:

LLOYD W. PELLMAN

By Gary Gross
Deputy County Counsel 11/17/03