



OFFICE OF THE SHERIFF

COUNTY OF LOS ANGELES

HALL OF JUSTICE

ALEX VILLANUEVA, SHERIFF



June 28, 2022

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

61 June 28, 2022

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

CELIA ZAVALA
EXECUTIVE OFFICER

Dear Supervisors:

**BAILMENT AGREEMENT WITH MALIBU MOUNTAIN RESCUE
TEAM INCORPORATED FOR USE OF 2022 JEEP GLADIATOR MOJAVE 4X4
(THIRD DISTRICT) (3 VOTES)**

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) is seeking Board approval of a Bailment Agreement (Agreement) with Malibu Mountain Rescue Team Incorporated, for the use of a 2022 Jeep Gladiator Mojave 4x4 (Vehicle). The Vehicle will be used by the Department's Malibu/Lost Hills Sheriff Station Malibu Search and Rescue (Malibu SAR) Team.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Chair of the Board to execute the attached Agreement with the Malibu Mountain Rescue Team Incorporated for the use of a 2022 Jeep Gladiator Mojave 4x4, Vehicle Identification Number 1C6JJTEG4NL108949 At no cost to the County, effective upon execution by the Board for a period of ten years, unless sooner terminated or extended.
2. Instruct the Executive Officer of the Board to send a letter of appreciation to Stephen Marshall, Director, Malibu Mountain Rescue Team Incorporated, Post Office Box 1092, Agoura Hills, California 91376-1092, for the generous use of the vehicle.

211 WEST TEMPLE STREET, LOS ANGELES, CALIFORNIA 90012

A Tradition of Service
— Since 1850 —

3. Delegate authority to the Sheriff or his designee to execute an amendment to the Agreement to extend the term for an additional five years if it is in the best interest of the County.

PURPOSE OF RECOMMENDED ACTION/JUSTIFICATION

Malibu Mountain Rescue Team Incorporated wishes to enter into the Agreement with the Department for the Department's use of a 2022 Jeep Gladiator Mojave 4x4, Vehicle Identification Number 1C6JJTEG4NL108949. The vehicle will be for the exclusive use by Department personnel assigned to the Malibu SAR Team.

Implementation of Strategic Plan Goals

Acceptance of this bailment 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 the Malibu SAR Team.

FISCAL IMPACT/FINANCING

Normal maintenance, repairs, and routine service will be provided by the Department. The Department will pay for all fuel, washing, parking, garage storage fees, highway/road tolls, and fines incurred in connection with the use of the vehicle. All liability insurance will be provided and paid for by the Department.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The vehicle and trailer will be on loan to the Department for a period of ten years. Either party may terminate the Agreement with five days advance written notice to the other party. In addition, the Agreement requires the County to indemnify and defend Malibu Mountain Rescue Team Incorporated from any and all liability arising out of the County's use or operation of the vehicle. The indemnification, however, does not extend to any liability resulting from inherent defects or malfunctions in such vehicle related to the manufacturer's acts or omissions.

The County will hold the title as the registered owner of the vehicle, and Malibu Mountain Rescue Team Incorporated will hold the title as the legal owner.

The Agreement has been approved as to form by County Counsel.

The Honorable Board of Supervisors
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IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this request will help ensure continued delivery of quality law enforcement services to the residents and beach goers served by the Departments Malibu/Lost Hills Sheriff Station. There will be no negative impact on current Department services or projects as a result of this donation.

CONCLUSION

Upon Board approval, please return one adopted copy of the Board letter and two fully executed copies of the Agreement to the Department's North Patrol Division.

Sincerely,

ALEX VILLANUEVA, SHERIFF



TIMOTHY K. MURAKAMI
UNDERSHERIFF

**BAILMENT AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND MALIBU MOUNTAIN RESCUE TEAM, INCORPORATED**

This Bailment Agreement ("Agreement") is made and entered into this 28th day of June, 2022 by and between the County of Los Angeles (County) and the Malibu Mountain Rescue Team, Incorporated.

1. **Bailment of Property:** The Malibu Mountain Rescue Team, Incorporated hereby bails a 2022 Jeep Gladiator Mojave 4x4, Vehicle Identification Number 1C6JJTEG4NL108949 ("Vehicle"), to the County 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 ten (10) 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 Vehicles. County has the right to inspect said Vehicles prior to acceptance. County shall assume responsibility for ensuring 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 manual that comes with the Vehicles. County shall pay for normal maintenance, repair, and service required for the proper operation of the Vehicles. County shall pay for all fuel, washing, parking, garage, highway/road service tolls, and fines incurred in connection with the use of the Vehicles. County will provide, install, and maintain all required law enforcement equipment, including voice radios, lights, sirens, and graphics on the Vehicles. All required law enforcement equipment installed by County will be removed from the Vehicles prior to return of the Vehicles to the Malibu Mountain Rescue Team, Incorporated.

4. **Indemnification:** County agrees to indemnify and defend the Malibu Mountain Rescue Team, Incorporated from any and all liability, losses, or damages the Malibu Mountain Rescue Team, Incorporated may suffer and from any claims, demands, costs, or judgments against the Malibu Mountain Rescue Team, Incorporated arising out of County's use or operation of the Malibu Mountain Rescue Team, Incorporated'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:** Legal title to the Vehicles is, and shall at all times, remain in the name of the Malibu Mountain Rescue Team, Incorporated. County shall hold title as the registered owner only. The Vehicles shall not be transferred or delivered by County to

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any persons other than the Malibu Mountain Rescue Team, Incorporated without the Malibu Mountain Rescue Team, Incorporated's prior written consent.

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 the Malibu Mountain Rescue Team, Incorporated to inspect the Vehicles or otherwise observe them at such times and locations as mutually agreed upon. County shall provide the Malibu Mountain Rescue Team, Incorporated with such mileage, safety, operating, and other information or copies of any such records maintained by County with respect to the Vehicles as the Malibu Mountain Rescue Team, Inc. or any government agency may require from time to time.

8. **Use of Vehicle:** County may use the Vehicles for any lawful purpose, including use in connection with rescue 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 Vehicles' 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 the Vehicles are delivered by the Malibu Mountain Rescue Team, Incorporated to County and upon inspection and acceptance by County.
- b) Until the Vehicles are returned to the Malibu Mountain Rescue Team, Incorporated at its place of business or other agreed upon location.

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

In the event of damages to a Vehicle, County shall notify the Malibu Mountain Rescue Team, Incorporated to that effect and follow such instructions that the Malibu Mountain Rescue Team, Incorporated may provide with respect to repair or disposal of the Vehicle. If a Vehicle is lost, stolen, destroyed, or declared to be a total constructive loss (subject to the Malibu Mountain Rescue Team, Incorporated agreement as to such condition), County shall properly notify the Malibu Mountain Rescue Team, Incorporated

thereof and hold any wreckage for disposal by the Malibu Mountain Rescue Team, Incorporated. With respect to any loss, theft, or destruction of a Vehicle, County and the Malibu Mountain Rescue Team, Incorporated 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 Vehicles to the Malibu Mountain Rescue Team, Incorporated.

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, California 90063

Malibu Mountain Rescue Team, Incorporated
Attn: Stephen Marshall, Director
Post Office Box 222
Malibu, California 90265

13. **Independent Contractor:** This Agreement is by and between County and the Malibu Mountain Rescue Team, Incorporated 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 Malibu Mountain Rescue Team, Incorporated. 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 Malibu Mountain Rescue Team, Incorporated 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.

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 Malibu Mountain Rescue Team, Incorporated represents and warrants that the person executing this Agreement for the Malibu Mountain Rescue Team, Incorporated is an authorized agent who has actual authority to bind the Malibu Mountain Rescue Team, Incorporated to each and every term, condition, and obligation of this Agreement and that all requirements of the Malibu Mountain Rescue Team, Incorporated 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 MALIBU MOUNTAIN RESCUE TEAM, INC.**

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 Malibu Mountain Rescue Team, Incorporated has executed this Agreement, or caused it to be executed on its behalf, by its duly authorized representative.

COUNTY OF LOS ANGELES

MALIBU MOUNTAIN RESCUE TEAM,
INCORPORATED

By Holly J. Mitchell
Holly J. Mitchell, Chair
Board of Supervisors

By Stephen Marshall
Stephen Marshall, Director

ATTEST:
Celia Zavala
Executive Officer
of the Board of Supervisors



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By Maria Olesca
Deputy

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

APPROVED AS TO FORM:
Dawyn R. Harrison
County Counsel

A/ Michele Paul
Principal Deputy County Counsel

CELIA ZAVALA
Executive Officer
Clerk of the Board of Supervisors

By Maria Olesca
Deputy

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

61 June 28, 2022

Celia Zavala
CELIA ZAVALA
EXECUTIVE OFFICER

June 28, 2022

Stephen Marshall, Director
Malibu Mountain Rescue Team, Incorporated
Post Office Box 1092
Agoura Hills, California 91376-1092

Dear Mr. Marshall:

At its meeting held June 28, 2022, the Los Angeles County Board of Supervisors accepted with gratitude, the generous loan and use of a 2022 Jeep Gladiator Mojave 4x4, Vehicle Identification Number 1C6JJTEG4NL108949. The vehicle will be used by the Malibu Search and Rescue Team to allow for effective responses to missing hikers, emergency rescues in extreme terrain areas, and fire evacuations in the Malibu/Lost Hills Station area.

I wish to thank you for your continued support of the Sheriff's Department in its mission to provide the best possible law enforcement services to the communities it serves.

Sincerely,

Celia Zavala
Executive Officer