



# OFFICE OF THE SHERIFF

COUNTY OF LOS ANGELES

HALL OF JUSTICE

ROBERT G. LUNA, SHERIFF



January 10, 2023

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

54 January 10, 2023

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 ALTADENA SEARCH AND  
RESCUE TEAM FOR USE OF A 2022 KAWASAKI MULE PRO FXT  
FOR THE ALTADENA SHERIFF'S STATION  
(FIFTH DISTRICT) (3 VOTES)**

**SUBJECT**

The Los Angeles County (County) Sheriff's Department (Department) is seeking approval of a Bailment Agreement (Agreement) with Altadena Search and Rescue Team for the use of a 2022 Kawasaki Mule Pro FXT, Vehicle Identification Number JKBATSB15NB501724 (Vehicle), which will be provided by Altadena Search and Rescue Team. The Vehicle will be used exclusively by Department personnel assigned to the Altadena Sheriff's Station, Altadena Search and Rescue Team (Altadena SAR).

**IT IS RECOMMENDED THAT THE BOARD:**

1. Approve and instruct the Chair of the Board to execute the attached Agreement with Altadena SAR for the use of a 2022 Kawasaki Mule Pro FXT, Vehicle Identification Number JKBATSB15NB501724 effective upon execution by the Board for a period of six years, unless sooner extended or terminated.
2. Instruct the Executive Officer-Clerk of the Board to send a letter of appreciation to Charles Rozner, Team Leader, Altadena Search and Rescue Team, 780 East Altadena Drive, Altadena, California, 91001

211 WEST TEMPLE STREET, LOS ANGELES, CALIFORNIA 90012

*A Tradition of Service*  
— Since 1850 —

### **PURPOSE OF RECOMMENDED ACTION/JUSTIFICATION**

The Altadena SAR wishes to provide this Vehicle for exclusive use by Altadena SAR personnel assigned to the Station. This Vehicle will augment the current Altadena Station fleet.

### **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. This Vehicle will enhance both the quality and productivity of services provided by the Altadena Search and Rescue Team.

### **FISCAL IMPACT/FINANCING**

Altadena SAR will provide the Vehicle at no cost to the County. The Department shall pay for all fuel, washing, parking, garage, storage, highway/road tolls, and fines incurred in connection with the use of the Vehicle. All maintenance, service, and/or repairs necessary for the daily operation of the Vehicle will be provided by the Department.

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

The Vehicle will be on loan to the Department for a period of six years. Either party may terminate the Agreement with five days advance written notice to the other party. The Department will have full use of the Vehicle and will be the registered owner. Altadena SAR will remain the legal owner of the Vehicle.

The County agrees to indemnify and defend Altadena SAR from any and all liability, losses, or damages arising out of the County's use of the Vehicle. This indemnification does not extend to any liability resulting from defects or malfunctions in the Vehicle related to acts or omissions of the manufacturer.

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

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

Approval of this request will help ensure continued delivery of quality law enforcement services to the residents and visitors served by Altadena Sheriff's Station. There will be no negative impact on current Department services or projects as a result of this donation.

The Honorable Board of Supervisors  
January 10, 2023  
Page 3

**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 East Patrol Division.

Sincerely,



ROBERT G. LUNA  
SHERIFF

**BAILMENT AGREEMENT  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND ALTADENA SEARCH AND RESCUE TEAM**

This Bailment Agreement ("Agreement") is made and entered into this 10th day of January, 2023, ~~2022~~ by and between the County of Los Angeles ("County") and the Altadena Search and Rescue Team.

1. **Bailment of Property:** The Altadena Search and Rescue Team hereby bails a 2022 Kawasaki Mule Pro FXT, Vehicle Identification Number JKBATSB15NB501724, ("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 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 has the right to inspect said Vehicle prior to acceptance. County 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 maintenance, repair, and service required for the proper operation of the Vehicle. County shall pay for all fuel, 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 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 Altadena Search and Rescue Team.

4. **Indemnification:** County agrees to indemnify and defend the Altadena Search and Rescue Team from any and all liability, losses, or damages the Altadena Search and Rescue Team may suffer and from any claims, demands, costs, or judgments against the Altadena Search and Rescue Team arising out of County's use or operation of the Altadena Search and Rescue Team'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 Altadena Search and Rescue Team. 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 Altadena Search and Rescue Team without the Altadena Search and Rescue Team's 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 Altadena Search and Rescue Team to inspect the Vehicle or otherwise observe them at such times and locations as mutually agreed upon. County shall provide the Altadena Search and Rescue Team with such mileage, safety, operating, and other information, or copies of any such records maintained by County with respect to the Vehicle as the Altadena Search and Rescue Team 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 rescue 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's 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 the Vehicle is delivered by the Altadena Search and Rescue Team to County and upon inspection and acceptance by County.
- b) Until the Vehicle is returned to the Altadena Search and Rescue Team at its place of business or other agreed upon location.

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 Altadena Search and Rescue Team to that effect and follow such instructions that the Altadena Search and Rescue Team 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 Altadena Search and Rescue Team agreement as to such condition), County shall properly notify the Altadena Search and Rescue Team thereof and hold any wreckage for disposal by the Altadena Search and Rescue Team. With respect to any loss, theft, or destruction of the Vehicle, County and the Altadena Search and Rescue Team 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 Altadena Search and Rescue Team.

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

Altadena Search and Rescue Team  
Attn: Chuck Rozner, Team Leader  
780 East Altadena Drive  
Altadena, CA 91001

13. **Independent Contractor:** This Agreement is by and between County and the Altadena Search and Rescue Team 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 Altadena Search and Rescue Team. 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 Altadena Search and Rescue Team 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 Altadena Search and Rescue Team represents and warrants that the person executing this Agreement for the Altadena Search and Rescue Team is an authorized agent who has actual authority to bind the Altadena Search and Rescue Team to each and every term, condition, and obligation of this Agreement and that all requirements of the Altadena Search and Rescue Team 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 ALTADENA SEARCH AND RESCUE TEAM**

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 Altadena Search and Rescue Team has executed this Agreement, or caused it to be executed on its behalf, by its duly authorized representative.

COUNTY OF LOS ANGELES

ALTADENA SEARCH AND RESCUE  
TEAM

By *Janice Hahn*  
Janice Hahn, Chair  
Board of Supervisors

By *Charles Rozner*  
Charles Rozner, Team Leader

ATTEST:  
Celia Zavala  
Executive Officer-Clerk of the Board of Supervisors

By *La Chelle Smitherman*  
Deputy



79408

APPROVED AS TO FORM:  
Dawyn R. Harrison  
Acting County Counsel

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

CELIA ZAVALA  
Executive Officer  
Clerk of the Board of Supervisors

By *Michele Jackson*  
—Principal Deputy County Counsel

By *La Chelle Smitherman*  
Deputy

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

54 JAN 10 2023

*Celia Zavala*

CELIA ZAVALA  
EXECUTIVE OFFICER