Council Meeting
August 14, 2007

Honorable Mayor and Members
of the Torrance City Council
City Hall
Torrance, California

Members of the Council:

SUBJECT: Police - Agreement between the Cities of Redondo Beach, Torrance, Palos Verdes Estates, Hermosa Beach, Manhattan Beach, Hawthorne, El Segundo, Gardena, and Inglewood for joint use of an armored response and rescue vehicle.

RECOMMENDATION

The Chief of Police recommends that the City Council authorize the Police Department to join into an agreement between nine South Bay cities for the joint use of an armored response and rescue vehicle.

Funding

Funding for routine maintenance is available in the Police Department's operating budget.

BACKGROUND / ANALYSIS

The City of Redondo Beach, through grant funding, secured a Lenco Industries BearCat® Armored Response and Rescue Vehicle (ARRV). The grant was written with the intent that the vehicle be shared by Area G cities. The cities participating in joint use of the ARRV include Redondo Beach, Torrance, Palos Verdes Estates, Hermosa Beach, Manhattan Beach, Hawthorne, El Segundo, Gardena, and Inglewood.

The need for an Armored Response and Rescue Vehicle among these cities has long been recognized by their respective Police Departments for the service of search warrants, for critical incidents involving encounters with armed suspects, for potential homeland security threats, and for civil unrest incidents. Area G Police Departments have all faced critical incidents that required this type of vehicle to protect its officers and citizens.

With input from the Area G cities, the City of Redondo Beach prepared an Agreement that details the responsibility of the parties as to the use and maintenance of the ARRV. The attached Agreement details the operation and use of the ARRV, which will be shared equally among the participating cities.

Respectfully submitted,

JOHN J. NEU
Chief of Police

By Lt. Thomas Stark
Traffic & Special Events Division Commander

CONCUR:

John J. Neu
Chief of Police

LeRoy J. Jackson
City Manager

Attachment A: Agreement for Joint Use of the Armored Response and Rescue Vehicle

Attachment A

AGREEMENT BETWEEN THE CITY OF REDONDO BEACH,THE CITY OF TORRANCE, THE CITY OF PALOS VERDES ESTATES, THE CITY OF HERMOSA BEACH, THE CITY OF MANHATTAN BEACH, THE CITY OF HAWTHORNE, THE CITY OF EL SEGUNDO, THE CITY OF GARDENA AND THE CITY OF INGLEWOOD FOR JOINT USE OF THE ARMORED RESPONSE AND RESCUE VEHICLE

THIS AGREEMENT, entered into this 7th day of August 2007, by and between the CITY OF REDONDO BEACH, the CITY OF TORRANCE, the CITY OF PALOS VERDES ESTATES, the CITY OF HERMOSA BEACH, the CITY OF MANHATTAN BEACH, the CITY OF HAWTHORNE, the CITY OF EL SEGUNDO, the CITY OF GARDENA AND the CITY OF INGLEWOOD (individually referred to hereunder as "Party" and collectively as "Parties") is made in light of the following:

RECITALS

A. Parties are municipal corporations duly organized and validly existing under the Constitution and laws of the State of California and their respective charters if any.

B. Parties are in need of a specialized Armored Response and Rescue Vehicle (ARRV) to strengthen regional response capabilities to critical incidents including hazardous materials emergencies and terrorism incidents. Such equipment is infrequently used and costly to obtain, maintain and operate.

C. The Governor's Office of Homeland Security (OHS) through the FY2006 Homeland Security Grant Program (HSGP) has designated $245,000 for the purchase of an Armored Response and Rescue Vehicle (ARRV) that will be shared among nine South Bay cities.

D. The Parties enter this Agreement with the intent to coordinate the acquisition, administration, maintenance, and shared use of the ARRV by their respective law enforcement Agencies in the furtherance of homeland security efforts. In an effort to increase the service life of the vehicle and maintain the vehicle in a condition of readiness for deployment, the vehicle will be stored, on a rotating basis, only at the Parties entering into this agreement and providing annual maintenance, operation and repair funds.

E. The Parties do not intend this Agreement to be a joint powers agreement, nor do they intend to create through this Agreement a joint powers agency or entity as such terms are defined in the Joint Exercise of Powers Act, Government Code §§ 6500, et seq.

Attachment A

AGREEMENT

NOW THEREFORE, the Parties agree to the following:

Section 1. Purpose

The purpose of this Agreement is to set forth the respective responsibilities of the Cities and their respective law enforcement Agencies: the Redondo Beach Police Department (RBPD), the Torrance Police Department (TPD), the Palos Verdes Estates Police Department (PVEPD), the Hermosa Beach Police Department (HBPD), the Manhattan Beach Police Department (MBPD), the Hawthorne Police Department (HPD), the El Segundo Police Department (ESPD), the Gardena Police Department (GPD), and the Inglewood Police Department (IPD) (referred to hereunder collectively as "Agencies"). This Agreement sets forth policy, guidance, and planning, in order to maximize interagency coordination and cooperation for the purpose of sharing and use of an ARRV purchased with homeland security grant funds. The Parties jointly and separately agree to abide by the terms and provisions of this Agreement throughout the duration of the Agreement.

Section 2. General Responsibilities of Parties.

The responsibility of the Parties is to take a unified approach toward the acquisition, administration, maintenance, and shared use of an Armored Response and Rescue Vehicle.

Section 3. Acquisition, Administration, Maintenance and Shared use of Equipment.

a) Responsibilities of the City of Redondo Beach. The City of Redondo Beach will:

1) Administrate through its local Office of Emergency Services, the Homeland Security Grant ("Grant") which is the source of funding for the purchase of the Equipment.

2) Coordinate the preparation and prompt submittal of documentation to the State Office of Emergency Services required under the Grant for the Equipment purchase, draw down of Grant funds, and disposition of the Equipment.

3) Administrate the purchase of the Equipment, in accordance with the Redondo Beach Municipal Code, from Lenco Armored Vehicles in an amount not to exceed $245,000 by issuing the purchase order and initially paying for the Equipment from City of Redondo Beach general fund monies appropriated for this purpose with the understanding that the City will be reimbursed as provided in Section 4 below.

Attachment A

4) Secure title to the Equipment, and register the Equipment with the Department of Motor Vehicles.

5) Provide a log book in the Equipment for use by all operators of the Equipment in recording mileage.

b) Responsibilities of the City of Redondo Beach, City of Torrance, the City of Palos Verdes Estates, the City of Hermosa Beach, the City of Manhattan Beach, the City of Hawthorne, the City of El Segundo, the City of Gardena and the City of Inglewood. The City of Redondo Beach, City of Torrance, the City of Palos Verdes Estates, the City of Hermosa Beach, the City of Manhattan Beach, the City of Hawthorne, the City of El Segundo, the City of Gardena and the City of Inglewood will:

1) Should the Grant funds fail to pay for all costs associated with purchasing, registering, and maintaining the ARRV, each Party will respectively reimburse Redondo Beach an equal fractional portion of these costs, as defined within this agreement.

2) Each city will maintain and store, on a rotating basis, the ARRV in a condition of readiness and coordinate use of the ARRV and maintain its costs and maintenance records.

3) Upon a completed use or deployment of the ARRV by a party, each party will be responsible for re-filling the fuel tank, checking fluid levels, and basic cleanup of the ARRV and its equipment. The ARRV will be returned to the hosting city upon completion of the use or deployment.

4) Each Party that is solely, or jointly, responsible for any damage or destruction of any portion of the ARRV agrees to defend, indemnify, and hold the inculpable Parties harmless from any action brought against those inculpable Parties as a result of such damage or destruction. The Party or Parties responsible for such damage or destruction must also cause the ARRV to be repaired or, if applicable, replaced at no cost to the inculpable Parties.

5) Record mileage in the Equipment log book while the Equipment is in the care, custody and control of the respective party.

c) Responsibilities of the Parties. The Parties, by their respective Chief of Police or his/her designee, will:

1) Determine the type and amount of equipment maintenance service and the manner for securing a service provider to maintain the equipment. Such maintenance shall be consistent with the maintenance required to maintain

the manufacturer's warranties for the equipment. Should any Party object to the type, quantity or manner of maintenance service, the objection shall be addressed by a simple majority vote of the Chiefs of Police of the participating Parties.

2) Determine any graphic design for the Equipment and placement of law enforcement agency logos thereon.

3) Utilize the Equipment primarily as a resource within Area "G" of Los Angeles County, however, in the event of a major disaster or terrorist act requiring mutual aid, it may be taken to another area outside Area "G" as long as the ARRV remains under the operation and control of a Party's employees.

Section 4. Reimbursement, Invoicing and Final Disposition of Equipment.

a) Equipment Purchase and Registration. The City of Redondo Beach must be reimbursed in the manner set forth in this Agreement for the purchase price of the Equipment and any cost for vehicle registration.

b) Equipment Maintenance. Each party must reimburse the City of Redondo Beach its one-ninth share for Equipment maintenance service within sixty (60) days of receipt of invoice from the City of Redondo Beach.

c) Disposition of Equipment. Upon expiration or termination of this Agreement, the Parties shall mutually agree upon the physical disposition of the Equipment in accordance with the terms of the Grant. Any proceeds from the sale of the Equipment, after any refund of Grant monies (if required), shall be shared equally. If the terms of the grant do not restrict the disposition of the equipment, a simple majority vote of the Chiefs of Police of the remaining participating Parties may determine the disposition of the vehicle to one or more Parties. Any unamortized value of the Equipment shall be determined and shared equally among the Parties sharing ownership at the time of its disposition. If one or more of the Parties retains sole possession of the vehicle, they shall pay the remaining Parties their fractional share of the value. This paragraph shall survive expiration or termination of this Agreement.

Section 5 Operation and Reservation of the Vehicle

a) Reservations of the South Bay regional "Armored Response and Rescue Vehicle" will be considered emergent or non-emergent. An emergent use of the vehicle will have priority over all non-emergent uses.

b) Examples of an emergent use of the vehicle shall include:

1) Response to acts of terrorism

2) Response to an unplanned crime enforcement event that involves or potentially involves the continuing use of weapons against law enforcement, fire personnel or the public that would require an armored vehicle response

3) Response to events that require the delivery or recovery of personnel, materials or victims involving a life threatening in-progress event

4) Response to search or arrest warrants resulting from an in-progress crime or requiring immediate service due to exigency

5) Response to hostage events

c) Examples of a non-emergent use of the vehicle shall include:

1) Response to a planned enforcement event such as a search or arrest warrant in which the Party has discretion to execute the warrant and has notice of the planned service

2) Participation in a planned event such as demonstrations at a community open house, public safety fair, parade, school or club presentation

3) Participation in training events

d) The Parties will make efforts to avoid conflicts in scheduling by creating a password protected calendar accessible via the Internet to the participating Parties. One Party will host this electronic reservation calendar and will provide equal access to all other Parties. The calendar will be the single location and determining document for the reservation of the vehicle.

e) The Parties will enter non-emergent reservations of the vehicle on the calendar with a minimum of three hours prior notice before using the vehicle. Non-emergent reservations of the vehicle will be made on a first-come, first-reserved basis upon entry on the calendar. Reservations for a date and time shall not be made more than one year in advance of the date of the event.

f) If multiple Parties cannot agree on the non-emergent reservation of the vehicle for a specific date or time, a simple majority vote of the chiefs of the participating Parties will resolve the dispute. A chief may designate a voting member when they are not accessible by telephone or e-mail.

g) Emergency uses of the vehicle do not require immediate submission to the calendar. Emergency uses of the calendar should be entered for records purposes when possible and no later than twenty-four hours after the event.

h) Each Party will receive three numbered keys to the vehicle. Each Party shall maintain strict control of the keys. Additional keys will not be made by the parties to avoid a compromise to the security of the vehicle. If a key or keys are lost by a Party, they will notify all parties of the loss.

i) A Party or Parties may propose a need or advantage to install new or upgraded accessory equipment on the vehicle in the future. The cost of the equipment will be shared equally among the participating Parties unless more than two Parties dissent to the purchase in a vote of the chiefs of the participating Parties. A Party or Parties may purchase and install accessory equipment at their cost with the approval of a simple majority of the Chiefs of Police from the participating Parties. However, this equipment becomes the property of all the Parties when installed on the vehicle.

j) Parties storing the vehicle shall make the vehicle immediately available to other Parties who have reserved the vehicle. A Party with a preplanned event may take possession of the vehicle up to twelve hours before the event if there are no other planned uses. The transfer of the vehicle to this party will be noticed on the calendar to facilitate emergency access and response if necessary.

Section 6. Term of Agreement.

a) The term of this agreement shall commence on August 7, 2007 and terminate per the terms in paragraph (a)(1) of this section 6, or when the vehicle becomes permanently inoperable or unserviceable.

1) A Party may withdraw from this agreement by providing 90 days notice, in writing, to all Parties. A Party that withdraws from this agreement shall still be responsible for its share of expenses until the end of that fiscal year. Withdrawal shall not relieve the Party from any obligation incurred under this agreement prior to withdrawal.

2) Any Party failing to meet the responsibilities, including but not limited to those, listed in Section 3(b) and Section 4 shall lose the ability to store or maintain the ARRV. Failure to meet the responsibilities by any Party will result in loss of use of the ARRV in non-emergency circumstances. The vehicle may be requested as mutual aid during emergency situations if operated by a Party compliant to this agreement.

Section 7. Indemnification.

a) Each Party to this Agreement shall be solely liable for, and shall indemnify, defend and hold harmless the other Parties and each of their officers, officials, employees, agents and volunteers ("Indemnitees") from, any and all loss, liability,

fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by any of the Indemnitees, the indemnifying Party or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising directly or indirectly from:

1) The active negligence or intentional acts or omissions of the indemnifying Party or any of its officers, officials, employees, agents or volunteers in the performance of this Agreement; or

2) The ownership, maintenance, operation or use of the Equipment when in the care, custody and control of the indemnifying Party.

b) It is the intent of the Parties that, where negligence is determined to have been contributory, principles of comparative negligence will be followed and each Party shall bear the proportionate cost of any loss, liability, fines, penalties, forfeitures, costs and damages, expense and liability attributable to that Party's negligence.

c) Each Party shall establish procedures to notify the other Parties where appropriate of any claims, administrative actions or legal actions with respect to any of the matters described in this indemnification provision. The Parties shall cooperate in the defense of such actions brought by others with respect to the matters covered in this Agreement. Nothing set forth in this Agreement shall establish a standard of care for, or create any legal rights in, any person not a Party to this Agreement.

d) It is expressly understood and agreed that there are inherent risks in the operation of the AARV and that each Party assumes those risks by entering into this Agreement.

e) This Section 7 shall survive termination or expiration of this Agreement.

Section 8. Insurance.

It is understood and agreed that each Party maintains insurance policies or self-insurance programs to fund their respective liabilities, including liability arising out of the ownership, maintenance, operation and use of the Equipment. Evidence of insurance, certificates of insurance or other similar documentation shall not be required of any Party under this Agreement.

Section 9. Independent Contractor.

a) In performance of the work, duties and obligations assumed by each Party under this Agreement, it is mutually understood and agreed that each Party, including any and all of its officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of any other Party. Furthermore, no Party shall have the right to control or supervise or direct the manner or method by which any other Party shall perform its work and function. However, each Party shall retain the right to administer this Agreement so as to verify that the other Parties are performing their respective obligations in accordance with the terms and conditions thereof.

b) The Parties shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

c) Because of its status as an independent contractor, a Party shall have absolutely no right to employment rights and benefits available to any other Party's employees. Each Party shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, each Party shall be solely responsible and save the other Parties harmless from all matters relating to payment of its employees, including compliance with Social Security withholding and all other regulations governing such matters.

d) Each Party retains full responsibility for the professional and personal conduct of all of its own personnel. Each Party will remain responsible for establishing and assuming all personnel costs, including salaries, fringe benefits, overtime, Worker's Compensation Insurance and training for assigned personnel.

Section 10. Maintenance of Records.

Each Party shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Agreement and any addenda, including but not limited to, the costs of administering the Agreement. All Parties shall make such materials available at their respective offices at all reasonable times during the Agreement period. Each Party and any duly authorized representative of the state or federal government that has provided funding for any acquisition or activities under this Agreement shall have access to any books, records, and documents of the Parties that are pertinent to the Agreement for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. This paragraph shall survive termination of this Agreement.

Section 11. Non-waiver.

Waiver of any breach or default hereunder will not constitute a continuing waiver or a waiver of any subsequent breach, of either the same or another provision of this Agreement.

Section 12. Severability.

If any provision of this Agreement is held invalid or unconstitutional, such decision shall have no effect on the validity of the remaining provisions of the Agreement and such remaining provisions shall continue to remain in full force and effect.

Section 13. Interpretation.

The Parties acknowledge that this Agreement in its final form is the result of the combined efforts of the Parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against any Party, but rather by construing the terms in accordance with their generally accepted meaning.

Section 14. Governing Law.

The interpretation and enforcement of this Agreement will be governed by the laws of the State of California and where applicable, by federal law. The Parties agree to submit any disputes arising under this Agreement to a court of competent jurisdiction located in Los Angeles County, California.

Section 15. No Third Party Beneficiaries.

The rights, interests, duties and obligations defined within this Agreement are intended for the specific Parties hereto as identified in the preamble of this Agreement. It is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

Section 16. Assignment, Transfer, and Entrustment.

No Party shall assign or transfer its rights or obligations under this Agreement, or its ownership interest in the Equipment, except as expressly provided in this Agreement. No Party shall entrust the Equipment to the care, custody or control of any third party, except for the sole purpose of repairing the Equipment.

Section 17. Extent of Agreement.

Attachment A

This Agreement represents the entire and integrated agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by each Party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed.

City of Redondo Beach

By: _____
Mike Gin, Mayor

By: _____
W. Joseph Leonardi, Chief of Police

APPROVED AS TO FORM:
Attorney for City of Redondo Beach
City Attorney

By: _____

Attachment A

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed.

City of Torrance

By: _____
Frank Scotto, Mayor

By: _____
John Neu, Chief of Police

APPROVED AS TO FORM:
Attorney for City of Torrance
City Attorney

By: _____

Attachment A

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed.

City of Palos Verdes Estates

By: _____
James F. Goodheart, Mayor

By: _____
Dan Dreiling, Chief of Police

APPROVED AS TO FORM:
Attorney for City of Palos Verdes Estates
City Attorney

By: _____

Attachment A

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed.

City of Hermosa Beach

By: _____
Sam Edgerton, Mayor

By: _____
Greg Savelli, Chief of Police

APPROVED AS TO FORM:
Attorney for City of Hermosa Beach
City Attorney

By: _____
Mike Jenkins, City Attorney

Attachment A

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed.

City of Manhattan Beach

By: _____
Nicholas W. Tell, Jr., Mayor

By: _____
Rod Uyeda, Chief of Police

APPROVED AS TO FORM:
Attorney for City of Manhattan Beach
City Attorney

By: _____

Attachment A

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed.

City of Hawthorne

By: _____
Larry Guidi, Mayor

By: _____
Michael Heffner, Chief of Police

APPROVED AS TO FORM:
Attorney for City of Hawthorne
City Attorney

By: _____

Attachment A

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed.

City of El Segundo

By: _____
Kelly McDowell, Mayor

APPROVED AS TO CONTENT:

By: _____
David Cummings, Chief of Police

APPROVED AS TO FORM:
Attorney for City of El Segundo
Mark D. Hensley, City Attorney

By: _____
Karl H. Berger, Assistant City Attorney

Attachment A

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed.

City of Gardena

By: _____
Paul K. Tanaka, Mayor

By: _____
Ed Medrano, Chief of Police

APPROVED AS TO FORM:
Attorney for City of Gardena
City Attorney

By: _____

Attachment A

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed.

City of Inglewood

By: _____
Roosevelt Dorn, Mayor

By: _____
Julius I. Davis, Chief of Police

APPROVED AS TO FORM:
Attorney for City of Inglewood
City Attorney

By: _____