



## AGENDA REPORT

**Meeting Date:** Tuesday, January 21, 2014

**Item Number:** D-7

**To:** Honorable Mayor & City Council

**From:** David L. Snowden, Chief of Police

**Subject:** A. APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND MERCEDES BENZ OF BEVERLY HILLS FOR LOAN OF A MERCEDES BENZ VEHICLE (SUV) FOR USE IN THE POLICE DEPARTMENT'S COMMUNITY RELATIONS PROGRAM

B. APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND MERCEDES BENZ OF BEVERLY HILLS FOR LOAN OF A MERCEDES BENZ VEHICLE (SMART CAR) FOR USE IN THE POLICE DEPARTMENT'S COMMUNITY RELATIONS PROGRAM

**Attachments:**

1. Agreement Between the City of Beverly Hills and Mercedes Benz of Beverly Hills for Loan of Mercedes (SUV)
2. Agreement Between the City of Beverly Hills and Mercedes Benz of Beverly Hills for Loan of Mercedes (Smart Car)

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### RECOMMENDATION

It is recommended that the City Council approve an Agreement between the City of Beverly Hills and Mercedes Benz of Beverly Hills for Loan of a Mercedes Benz Vehicle (SUV) for Use in the Police Department's Community Relations Program and an Agreement between the City of Beverly Hills and Mercedes Benz of Beverly Hills for Loan of a Mercedes Benz Vehicle (Smart Car) for Use in the Police Department's Community Relations Program.

Meeting Date: Tuesday, January 21, 2014

**INTRODUCTION**

The Mercedes Benz of Beverly Hills dealership is located at 9250 Beverly Boulevard, Beverly Hills, CA. 90210. Bruce Schulman has been the dealership's General Manager since 2005 and has become an integral part of the Beverly Hills Community. His dealership is involved with more than 60 charities within Beverly Hills and Los Angeles County.

Mercedes Benz of Beverly Hills has previously loaned Mercedes vehicles to the City. Mercedes Benz of Beverly Hills has offered to donate two vehicles to the City to be used to assist the Community Relations Position of the Beverly Hills Police Department in events and programs such as, Neighborhood Watch, Recruitment and Hiring, Explorer Program and the Golden Globes.

**DISCUSSION**

Staff is recommending the approval of two agreements for two Mercedes Benz vehicles, a Sport Utility vehicle and a Smart Car. The term of these agreements is for seven (7) months. However, the Agreements can be extended up to an additional (3) years if mutually agreed upon in writing by the Dealership, and the City Manager on behalf of City. Other than general vehicular maintenance and fuel for to operate the aforementioned vehicles, there is no cost to the City of Beverly Hills.

**FISCAL IMPACT**

The fiscal impact of the agreements for two Mercedes vehicles is general maintenance and fuel.

Don Rhoads – Director of  
Administrative Services/CFO



Finance Approval

David L. Snowden – Chief of Police



Approved By

# **Attachment 1**

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS  
AND MERCEDES BENZ OF BEVERLY HILLS FOR LOAN OF  
A MERCEDES BENZ VEHICLE (SUV) FOR USE IN THE  
POLICE DEPARTMENT'S COMMUNITY RELATIONS  
PROGRAM

THIS AGREEMENT is entered into by and between the City of Beverly Hills, a municipal corporation ("City"), and Mercedes Benz of Beverly Hills ("Dealer").

RECITALS

A. Dealer has offered to loan at no cost to the City a ML350 sport utility vehicle, Vehicle Identification Number 4JGBB86E26A034346, (the "Vehicle") to the City of Beverly Hills Police Department for use in the Police Department's Community Outreach Program.

B. City accepts the donation of the Vehicle and desires to enter into an agreement with Dealer for use of the Vehicle.

NOW, THEREFORE, City and Dealer agree as follows:

Section 1. Obligations of Dealer.

(a) Dealer shall loan the Vehicle to City for City Police Department's use in its Community Relations Program, unless the City's Office of the Chief of Police approves the Vehicle's use for other purposes.

(b) Dealer shall provide, at its cost, regular maintenance of the Vehicle during the term of this Agreement.

(c) The parties understand and agree that Dealer will modify the vehicle to City's specifications to accommodate police equipment.

(d) Dealer shall hold harmless and indemnify City from any and all claims, demands, causes of action, attorneys fees and expense of any nature arising from the Dealer's maintenance of the Vehicle while this Agreement remains in force and effect, and to reimburse City for any such loss or damage during said period.

Section 2. Obligations of City.

(a) City agrees that it has examined and inspected the Vehicle and that it is in first class mechanical and over-all condition.

(b) By mutual consent of the parties, City may authorize Dealer to publicize the donation of the Vehicle through the use of photographs and/or press releases.

(c) City shall not cause or allow the Vehicle to be loaned, rented, or driven by any person other than City employees. City's employees shall not operate the Vehicle while under the influence of alcohol or narcotics. City represents that only City employees who are duly authorized to operate a vehicle in the State of California shall operate the Vehicle.

(d) City agrees that while this Agreement is in force it will preserve and protect the Vehicle from loss or damage. City shall be liable for all costs of repairs to the Vehicle regardless of fault.

(e) City shall indemnify and hold harmless Dealer from and against any and all liability or claims for death or injury to persons or loss or damage of property, including, but not limited to, costs, expenses and attorneys fees arising out of or in connection with or resulting from the delivery, possession, use, operation or return of the Vehicle, either directly or indirectly, provided that (i) such claim, injury, loss or damage is due to the negligence or wanton act of City or its employees; (ii) Dealer gives City prompt notice of any and all such claims, injuries, losses and damages; (iii) Dealer permits City to control the defense using counsel of City's selection; and (iv) Dealer cooperates fully with City in the defense of such claims, injuries, losses and damages.

(f) City shall not use the Vehicle, cause or permit the Vehicle to be used in any manner whatsoever in violation or contravention of any Municipal, County, State or Federal law, ordinance or regulation.

(g) City agrees that in the event of any accident involving the Vehicle it shall, within twenty four (24) hours following such accident, furnish to Dealer a full and complete report thereof, and shall report such accident to the Department of Motor Vehicles of the State within the time and in the manner prescribed under the provisions of the Vehicle Code of the State, or, in the event of loss or destruction of the Vehicle or any of its accessories or of loss of possession thereof or inability to return the Vehicle to Dealer on demand for any reason whatsoever, City shall pay Dealer the market value of the Vehicle and reasonable market value for loss of accessories.

(h) No waiver by Dealer of any default on the part of City hereunder or of any right and remedy consequent thereon shall constitute a continuing waiver or a waiver of any other default or of any right or remedy consequent hereon.

(i) It is further agreed that if any action at law or in equity is brought to enforce or interpret this Agreement, the prevailing party shall be entitled to reasonable attorneys fees and costs in addition to any other relief to which that party may be entitled.

(j) The Vehicle shall be returned by City to Dealer at 9250 Beverly Boulevard, Beverly Hills, California by June 30<sup>th</sup>, 2015, unless this Agreement is terminated sooner pursuant to Section 6 of this Agreement. This Agreement can extend beyond the one year term, and up to an additional three years, as set forth in Section 5.

(k) City shall, at its sole risk and expense, maintain Bodily Injury and Property Damage Liability Insurance covering the use of the Vehicle during the time it is in City's possession and until it is returned to Dealer or equivalent self-insurance. Dealer shall not

be required to carry or provide Bodily Injury or Property Damage Liability Insurance during said period of time.

Section 3. Compensation. City shall not pay monetary compensation to Dealer for the City's use of the Vehicle.

Section 4. Entire Agreement. This Agreement represents the entire and integrated Agreement between City and Dealer and supersedes any and all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both City and Dealer.

Section 5. Term. The term of this Agreement shall commence on November 4, 2013 and shall terminate on June 30, 2015, unless terminated sooner pursuant to Section 6 of this Agreement. This Agreement can extend beyond the one year term, and up to three years, if mutually agreed upon in writing by the Dealer and the City Manager on behalf of the City.

Section 6. Termination. City or Dealer may terminate this Agreement at any time upon thirty (30) days written notice to the other party.

Section 7. Notices. All notices submitted under this Agreement shall be sent to City as follows:

City of Beverly Hills  
Police Department  
455 North Rexford Drive  
Beverly Hills, CA 90210

Notices submitted under this Agreement shall be sent to Dealer as follows:

Mercedes Benz of Beverly Hills  
9250 Beverly Boulevard  
Beverly Hills, California 90210  
Attention: Bruce Schulman, General Manager

Section 8. Governing Laws. This Agreement shall be governed by the laws of the State of California.

Section 9. Effective Date of this Agreement. This Agreement is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2014

CITY OF BEVERLY HILLS  
A municipal corporation

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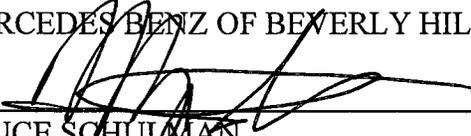
JOHN A. MIRISCH  
Mayor of the City of Beverly Hills,  
California

ATTEST:

\_\_\_\_\_  
BYRON POPE  
City Clerk

(SEAL)

MERCEDES BENZ OF BEVERLY HILLS

  
\_\_\_\_\_  
BRUCE SCHULMAN  
General Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
JEFFREY C. KOLIN  
City Manager

  
\_\_\_\_\_  
DAVID SNOWDEN  
Chief of Police

  
\_\_\_\_\_  
KARL KIRKMAN  
Risk Manager

# **Attachment 2**

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS  
AND MERCEDES BENZ OF BEVERLY HILLS FOR LOAN OF  
A MERCEDES BENZ VEHICLE (SMART CAR) FOR USE IN  
THE POLICE DEPARTMENT'S COMMUNITY RELATIONS  
PROGRAM

THIS AGREEMENT is entered into by and between the City of Beverly Hills, a municipal corporation ("City"), and Mercedes Benz of Beverly Hills ("Dealer").

RECITALS

A. Dealer has offered to loan at no cost to the City a Mercedes Smart Car Vehicle, Vehicle Identification Number WMEEJ31X78KO82651, (the "Vehicle") to the City of Beverly Hills Police Department for use in the Police Department's Community Outreach Program.

B. City accepts the donation of the Vehicle and desires to enter into an agreement with Dealer for use of the Vehicle.

NOW, THEREFORE, City and Dealer agree as follows:

Section 1. Obligations of Dealer.

(a) Dealer shall loan the Vehicle to City for City Police Department's use in its Community Relations Program, unless the City's Office of the Chief of Police approves the Vehicle's use for other purposes.

(b) Dealer shall provide, at its cost, regular maintenance of the Vehicle during the term of this Agreement.

(c) The parties understand and agree that Dealer will modify the vehicle to City's specifications to accommodate police equipment.

(d) Dealer shall hold harmless and indemnify City from any and all claims, demands, causes of action, attorneys fees and expense of any nature arising from the Dealer's maintenance of the Vehicle while this Agreement remains in force and effect, and to reimburse City for any such loss or damage during said period.

Section 2. Obligations of City.

(a) City agrees that it has examined and inspected the Vehicle and that it is in first class mechanical and over-all condition.

(b) By mutual consent of the parties, City may authorize Dealer to publicize the donation of the Vehicle through the use of photographs and/or press releases.

(c) City shall not cause or allow the Vehicle to be loaned, rented, or driven by any person other than City employees. City's employees shall not operate the Vehicle while under the influence of alcohol or narcotics. City represents that only City employees who are duly authorized to operate a vehicle in the State of California shall operate the Vehicle.

(d) City agrees that while this Agreement is in force it will preserve and protect the Vehicle from loss or damage. City shall be liable for all costs of repairs to the Vehicle regardless of fault.

(e) City shall indemnify and hold harmless Dealer from and against any and all liability or claims for death or injury to persons or loss or damage of property, including, but not limited to, costs, expenses and attorneys fees arising out of or in connection with or resulting from the delivery, possession, use, operation or return of the Vehicle, either directly or indirectly, provided that (i) such claim, injury, loss or damage is due to the negligence or wanton act of City or its employees; (ii) Dealer gives City prompt notice of any and all such claims, injuries, losses and damages; (iii) Dealer permits City to control the defense using counsel of City's selection; and (iv) Dealer cooperates fully with City in the defense of such claims, injuries, losses and damages.

(f) City shall not use the Vehicle, cause or permit the Vehicle to be used in any manner whatsoever in violation or contravention of any Municipal, County, State or Federal law, ordinance or regulation.

(g) City agrees that in the event of any accident involving the Vehicle it shall, within twenty four (24) hours following such accident, furnish to Dealer a full and complete report thereof, and shall report such accident to the Department of Motor Vehicles of the State within the time and in the manner prescribed under the provisions of the Vehicle Code of the State, or, in the event of loss or destruction of the Vehicle or any of its accessories or of loss of possession thereof or inability to return the Vehicle to Dealer on demand for any reason whatsoever, City shall pay Dealer the market value of the Vehicle and reasonable market value for loss of accessories.

(h) No waiver by Dealer of any default on the part of City hereunder or of any right and remedy consequent thereon shall constitute a continuing waiver or a waiver of any other default or of any right or remedy consequent hereon.

(i) It is further agreed that if any action at law or in equity is brought to enforce or interpret this Agreement, the prevailing party shall be entitled to reasonable attorneys fees and costs in addition to any other relief to which that party may be entitled.

(j) The Vehicle shall be returned by City to Dealer at 9250 Beverly Boulevard, Beverly Hills, California by June 30<sup>th</sup>, 2015, unless this Agreement is terminated sooner pursuant to Section 6 of this Agreement. This Agreement can extend beyond the one year term, and up to an additional three years as set forth in Section 5.

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be required to carry or provide Bodily Injury or Property Damage Liability Insurance during said period of time.

Section 3. Compensation. City shall not pay monetary compensation to Dealer for the City's use of the Vehicle.

Section 4. Entire Agreement. This Agreement represents the entire and integrated Agreement between City and Dealer and supersedes any and all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both City and Dealer.

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Notices submitted under this Agreement shall be sent to Dealer as follows:

Mercedes Benz of Beverly Hills  
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Attention: Bruce Schulman, General Manager

Section 8. Governing Laws. This Agreement shall be governed by the laws of the State of California.

Section 9. Effective Date of this Agreement. This Agreement is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2014

CITY OF BEVERLY HILLS  
A municipal corporation

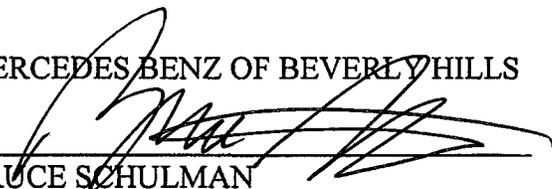
\_\_\_\_\_  
JOHN A. MIRISCH  
Mayor of the City of Beverly Hills, California

ATTEST:

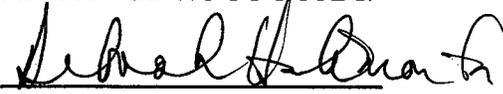
\_\_\_\_\_  
BYRON POPE  
City Clerk

(SEAL)

MERCEDES BENZ OF BEVERLY HILLS

  
\_\_\_\_\_  
BRUCE SCHULMAN  
General Manager

APPROVED AS TO FORM:

  
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LAURENCE S. WIENER  
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Chief of Police

  
\_\_\_\_\_  
KARL KIRKMAN  
Risk Manager