

A G R E E M E N T

THIS AGREEMENT, dated this 2nd day of July, 1991, is made and entered into by and between the CITY OF REDLANDS, a municipal corporation, hereinafter referred to as "CITY", and ALLSTATE INSURANCE COMPANY, a corporation licensed to do business in the State of California, hereinafter referred to as "ALLSTATE".

WITNESSETH

WHEREAS, the Investigation Bureau of the Redlands Police Department is engaged in certain operations in connection with the investigation of auto theft, property theft, receiving stolen property, violation of narcotics and morals law, and other criminal investigations;

WHEREAS, the CITY is desirous of obtaining the use of certain vehicles, at little or no direct cost to CITY, for the conduct of these investigations; and

WHEREAS, ALLSTATE is willing to make available to the CITY certain vehicles for the conduct of these investigations.

WHEREFORE, in consideration of the respective and mutual covenants and promises hereinafter contained and made, and subject to all of the terms and conditions hereof, the

PARTIES HERETO DO HEREBY AGREE AS FOLLOWS:

1. Vehicles. ALLSTATE agrees to provide for the exclusive use of the Investigation Bureau of the CITY those vehicles described and evaluated as follows:

4. Maintenance. CITY upon acceptance of said vehicle(s) from ALLSTATE shall complete a "Vehicle Condition Survey Sheet", indicating said vehicle(s) mechanical soundness and good condition; thereafter, all vehicle maintenance shall be the responsibility of CITY and under CITY direction at the sole expense of CITY.
5. Term and Termination. The term of this Agreement shall be open-ended. Either party hereto may terminate this Agreement upon seven (7) days prior written notice to the other.
6. Notice. Notices pursuant to this Agreement shall be by personal delivery or by deposit in the United States Postal Services, postage Prepaid and addressed as follows:

CITY: City Clerk
 30 Cajon Street
 Redlands, CA 92373

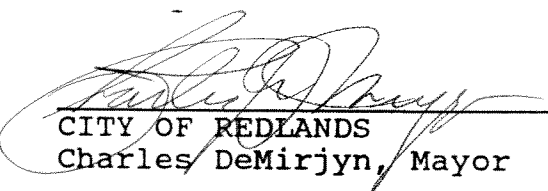
 With a copy to:

 Chief of Police
 Redlands Police Department
 212 Brookside Avenue
 Redlands, CA 92373

ALLSTATE: Mr. Ken Laughton
 Allstate Insurance Company
 2929 East Imperial Highway
 Brea, CA 92621

- a) Number of vehicles, as further described on that certain document marked "Confidential" and signed by both parties hereto, maintained in the confidential files of the Redlands Police Department.
 - b) In addition, from time to time, other vehicles may be included in said document by mutual consent of the Chief of Police of CITY and an authorized representative of ALLSTATE during the term hereof, provided, however, such additional vehicles shall be subject to the same terms and conditions as the vehicles described in Section 1 (a) herein.
2. Insurance. All vehicle insurance shall be the responsibility of CITY, a municipal corporation who is a legally self-insured entity, and at the sole expense of CITY, who acknowledges its responsibility to respond under its self-insured liability program to losses, claims or suits arising out of the above described rental agreement(s) and indemnification provisions.
3. Hold Harmless. CITY agrees to save, defend, indemnify and hold harmless ALLSTATE, its officers, agents and employees, from all losses, damages or costs arising out of the use and operation of said vehicle(s).

7. Effective Date. The effective date of this Agreement shall be the latest date of execution hereinafter set forth opposite the names of the signator(s) hereto. In the event ALLSTATE fails to set forth a date of execution opposite the name(s) of ALLSTATE's signator(s), ALLSTATE hereby authorizes CITY, by and through its representatives, to insert the date of execution by ALLSTATE's signator(s) as the date said Agreement, as executed by ALLSTATE is received by CITY.



CITY OF REDLANDS
Charles DeMirjyn, Mayor

July 2, 1991

Date



ALLSTATE INSURANCE COMPANY

7-8-91

Date