

Project: SLO Lease of SBCo Mobile
Interoperability Trailer
Folio: 003919
Agent: CS

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter, "Agreement") is made by and between:

COUNTY OF SANTA BARBARA, a political
subdivision of the State of California, hereinafter
referred to as "COUNTY",

and

COUNTY OF SAN LUIS OBISPO, a political
subdivision of the State of California, hereinafter
referred to as "SLO",

with reference to the following:

WHEREAS, COUNTY is the owner of that personal property identified as a Mobile Interoperability Trailer (the "Trailer") shown in the photos marked as Exhibit A attached hereto and incorporated herein by this reference; and

WHEREAS, COUNTY desires to grant SLO use of the Trailer which is equipped with the equipment listed on the Aluma Tower Trailer Inventory List marked as Exhibit B attached hereto and incorporated herein by this reference, for a period of time not to exceed five (5) years; and

WHEREAS, COUNTY and SLO desire to enter into an agreement to establish the responsibilities of the parties; and

WHEREAS, in accordance with California Government Code Sections 23004-23005, the Board of Supervisors may exercise its powers to manage, sell, lease, or otherwise dispose of its personal property in the best interests of the COUNTY and the general public.

NOW THEREFORE, in consideration of the use of the Trailer and the provisions, covenants, and conditions set forth herein, the parties hereby agree as follows:

1. **ADMINISTRATION AND ENFORCEMENT**: The provisions of this Agreement shall be administered and enforced for COUNTY by the Director of the General Services Department, or designee, and for SLO by the Director of the Information Technology Department, or designee.
2. **SLO'S RESPONSIBILITIES**: SLO shall:
 - a) inspect the Trailer and document its condition prior to taking possession;
 - b) install and retain ownership of its own mobile radio repeater in the Trailer;
 - c) grant COUNTY use of the Trailer should an emergency occur that deems it necessary;
 - d) keep the Trailer in a secured and locked area on SLO-owned property when not in use;

- e) be responsible at their sole expense for repair(s) or replacement if Trailer is damaged during their possession;
- f) not make any structural changes to the Trailer without first obtaining COUNTY'S approval;
- g) not allow use of the Trailer by third parties without the prior written consent of COUNTY, which may be withheld at COUNTY'S sole discretion.
- h) SLO County IT-Communications will be responsible for the maintenance and repairs of the trailer during the duration of this agreement.

COUNTY'S RESPONSIBILITIES: COUNTY shall:

- a) inspect Trailer to determine its condition prior to transferring possession to SLO;
- b) retain ownership of the Trailer;
- c) reserve its right to adjust the terms of this Agreement as needed.

3. **TERM:** The term of this Agreement shall be for a period of five (5) years commencing upon execution by COUNTY and subject to such provisions for termination or extension as contained herein.

Automatic Renewal: At the end of the initial term, provided SLO is in compliance with all terms and conditions of this Agreement, this Agreement shall be automatically extended for two (2) additional terms of five (5) years each, on the same terms and conditions as exist at the end of the prior term.

4. **COMPENSATION:** The parties agree that SLO shall have possession of the Trailer in exchange for allowing COUNTY to use the Trailer should an emergency occur that deems it necessary as determined by COUNTY in its sole and absolute discretion.

5. **SECURITY:** SLO shall maintain the security of the Trailer at all times. COUNTY shall issue a key providing access to the Trailer to SLO. In case of lost or stolen keys while in SLO'S possession, SLO shall be responsible for replacing keys and rekeying if necessary. SLO shall forward a copy of any replacement keys to COUNTY'S Communications Manager/staff.

6. **INDEMNIFICATION AND INSURANCE:**

A. **INDEMNIFICATION BY SLO:** SLO shall indemnify, defend and hold COUNTY, its agents, officers and employees, harmless from and against all claims, damages, losses, causes of action and expenses, including attorneys' fees, for any personal injury, bodily injury, loss of life or damage to property, violation of any federal, state or municipal law, ordinance or constitutional provision, or other cause which arise out of, relate to or result from the activities or omissions, negligent or otherwise, under this Agreement by SLO, its officers, agents and employees.

B. **INDEMNIFICATION BY COUNTY:** COUNTY shall indemnify, defend and hold SLO, and its agents, officers and employees, harmless from and against all claims, damages, losses, causes of action and expenses, including attorneys' fees, for any personal injury, bodily injury, loss of life or damage to property, violation of any federal, state or municipal law, ordinance or constitutional provision, or other cause which arise out of, relate to or result from the activities or omissions, negligent or otherwise, under this Agreement by COUNTY, its officers, agents and employees.

C. **NOTIFICATION:** Each party shall give the other prompt notification when it first learns of an incident or occurrence covered, or likely to be covered, under the terms of this section, as well

as prompt notification if a claim is made or suit is brought against a party based on an incident or occurrence covered, or likely to be covered, by the terms hereof.

D. **NO AGENCY:** Except as otherwise specified herein, for the purposes of this section, SLO shall not be deemed to be COUNTY'S agent and COUNTY shall not be deemed to be SLO's agent.

To the extent that COUNTY has agreed to indemnify, defend and hold harmless SLO, its officers, agents and employees under this Agreement, said obligations shall continue to exist during the term of this Agreement and subsequent to this Agreement for those acts or omissions giving rise to liability which occurred during this Agreement. To the extent that SLO has agreed to indemnify, defend and hold harmless COUNTY, its officers, agents and employees under this Agreement, said obligations shall continue to exist during the term of this Agreement and subsequent to this Agreement for those acts or omissions giving rise to liability which occurred during this Agreement.

Either party may purchase commercial insurance to cover their exposure hereunder, in whole or in part.

7. **NOTICES:** Any notice to be given to either party, by the other, shall be in writing and shall be served, either personally or by first class mail to the following:

SLO: County of San Luis Obispo
Information Technology Department
976 Osos Street
San Luis Obispo, CA 93401
Attn: Vahram Havandjian, Information Technology Supervisor
Tel: 1-805-781-5055; Shop: 1-805781-5129; Fax: 1-805-781-1222
Email: vhavandjian@co.slo.ca.us

COUNTY: County of Santa Barbara
Information and Communications Technology
4568 Calle Real, Bldg. "C"
Santa Barbara, CA 93110
Attn: Carl Thornton, Communications Manager
Tel: 1-805-681-5581; Fax: 1-805-681-5610
Email: cthornton@co.santa-barbara.ca.us

All notices hereunder shall be in writing and shall be deemed to have been given on the date delivered, if personally delivered, or if mailed, then on the first business day following the date on which it is mailed, by certified or registered mail, postage prepaid, addressed to the address specified above, or to such other address designated by the party as provided for herein.

8. **DEFAULT:** Except as otherwise specified herein, should either party at any time be in default hereunder with respect to any material covenant contained herein, the non-defaulting party shall give notice to the defaulting party specifying the particulars of the default and the defaulting party shall promptly commence remedial action to cure the default. Should such default continue uncured for a period of twenty-one calendar days from such notice, then this Agreement shall terminate at the option of the non-defaulting party unless the cure of such default shall reasonably take more than twenty-one (21)

calendar days in which case the defaulting party shall proceed with all due speed to cure the default and shall have a reasonable time to effectuate its cure.

9. **REMEDIES:** In the event of a default or breach, either party may exercise any right or remedy at law or in equity, which such party may have by reason of such default or breach.

10. **WAIVER:** It is understood and agreed that any waiver, express or implied of any kind during the term of this Agreement, shall not be, nor construed to be, a waiver of any subsequent breach of a like kind or of any other provision of this Agreement.

11. **TERMINATION:** This Agreement shall terminate and all rights of SLO hereunder shall cease and SLO shall quietly and peacefully vacate and delivery the Trailer to COUNTY upon:

- (a) SLO's failure to cure a default as specified above; or
- (b) Upon expiration of the term of this Agreement or any extension thereof; or
- (c) As provided in Section 12, **DESTRUCTION;** or
- (d) For any reason or no reason by SLO or COUNTY, provided that the party desiring termination of the Agreement provides the other party with no less than TEN (10) days prior written notice.

12. **DESTRUCTION:** If the Trailer is partially or totally destroyed by fire or other casualty, this Agreement, at the option of either party, shall terminate.

13. **ASSIGNMENT/HYPOTHECATION/SUBLEASE:** SLO shall not mortgage, pledge, hypothecate, sublease, assign, or encumber the Trailer or any interest therein. Any attempt to mortgage, pledge, hypothecate, sublease, assign, or in any other way encumber the Trailer shall be void and without legal effect and shall constitute grounds for immediate termination, with or without notice.

14. **SEVERABILITY:** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

15. **SUCCESSORS IN INTEREST:** This Agreement shall bind and inure to the benefit of the parties hereto, their respective personal representatives, heirs, and successors in interest.

16. **CERTIFICATION OF SIGNATORY:** Signatories for the parties represent and certify that they are authorized to sign on behalf of their respective party and that no additional signatures are required to carry out the activities contemplated herein.

17. **EXECUTION IN COUNTERPARTS:** This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

18. **ENTIRE AGREEMENT:** The parties to this Agreement intend that their negotiations, conversations and statements made prior to execution of this Agreement are fully integrated and expressed herein, and no such negotiations, conversations and statements shall be deemed to create rights or obligations other than those stated herein.

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IN WITNESS WHEREOF, the parties have executed this Agreement to be effective upon execution by COUNTY.

"COUNTY"
COUNTY OF SANTA BARBARA

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

By: Sheila LaGuerra
Deputy Clerk

Steve Lavagnino
Steve Lavagnino, Chair
Board of Supervisors
Gregg Hart, Chair

Date: 9-22-20

APPROVE:

By: Janette D. Pell
Janette D. Pell, Director
General Services Department

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: Scott Greenwood
Scott Greenwood, Deputy Counsel

APPROVE:

By: Thomas Gresham
Thomas Gresham, Assistant Director
GS/ICT Division

APPROVE:

By: Carlo Achdjian
Carlo Achdjian, Manager
GS/Real Property Division

APPROVE:

By: Ray Aromatorio
Ray Aromatorio, ARM, AIC
Risk Manager

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For
County of San Luis Obispo
Signature

APPROVE:

By: 

Daniel Milei, Director
Information Technology Department

EXHIBIT A
THE TRAILER AND EQUIPMENT



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EXHIBIT A
THE TRAILER AND EQUIPMENT

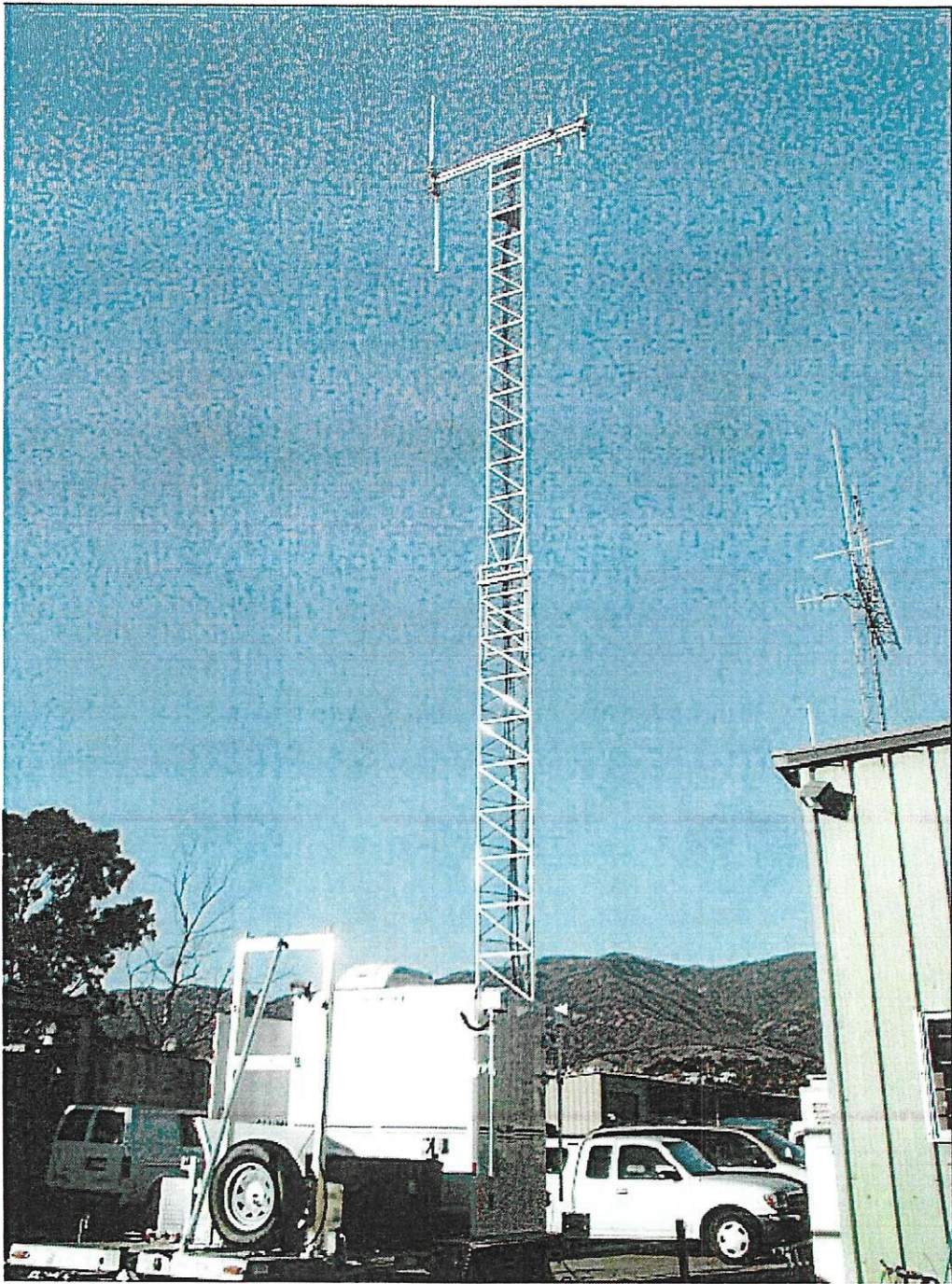


EXHIBIT B - EQUIPMENT LIST

Aluma Tower Trailer Inventory List

QTY	Description
1	TM-51-WA35 EB4 S6/T-50XXHD galvanized dual axle trailer with 4 wheel electric brakes. 60"L x 76"W x 84"H shelter painted white; 50XXHD extra heavy duty aluminum crankup tower with custom aluminum service ladder and #664-M aluminum storage box with TM-TK trailer tool kit.
1	BCDE—1176-DH double antenna stand-off top mount
1	EWDC-S 12V electric winch with control cable and cover.
1	BPS -12V DC battery pack
1	DE-1173 battery cable adapter
1	ST-15 spare tire mounted and locked key #3581
1	TCL-100 trailer coupler lock key #3649
1	DWL-12V dual 12V work lights mounted on shelter with canvas covers
1	AC/CR-13500 13,500 BTU combination A/C and heat unit
1	AC unit cover
1	RIO-1-A single I/O port, Roxtek
1	EBK-100 standard electric brake breakaway kit
1	GEN-1200 D-Q-E Onan 12K generator complete, diesel fueled with 25 gallon tank
1	POW-050-10 50 amp 10 feet long shore power cord
4	Leveling jacks
1	Level
2	Hard rubber wheel chocks
1	Lug wrench
1	Tow vehicle to trailer light and brake connection cord
1	BatteryMINDER solar battery charger/maintainer/desulfator 12V 15 watt solar panel for generator battery
2	Coleman chairs
1	Metal folding chair