

Project: Los Olivos Communications Lease  
Folio: 003686  
APN: 135-220-072  
Agent: DG

## LOS OLIVOS SCHOOL DISTRICT COMMUNICATIONS LEASE

**THIS LEASE AGREEMENT** (hereinafter "Agreement") is made  
by and between the

LOS OLIVOS SCHOOL DISTRICT, a  
political subdivision of the State of California,  
(hereinafter "DISTRICT");

and

COUNTY OF SANTA BARBARA, a  
political subdivision of the State of California,  
(hereinafter "COUNTY")

with reference to the following:

**WHEREAS**, DISTRICT is located at 2540 Alamo Pintado Avenue, in Los Olivos, California (hereinafter "Property"), shown as the diagonally slashed area of Exhibit "A", attached hereto and incorporated herein by reference; and

**WHEREAS**, COUNTY operates a wireless communications network throughout the County of Santa Barbara to support public safety services, and requires installation of a COUNTY radio receiver in the immediate vicinity of the Property to improve RF coverage and to enhance the provision of those public safety services; and

**WHEREAS**, DISTRICT and COUNTY desire to enter into this Agreement to provide for the installation and operation of a communications antenna and related equipment box, on a portion of the Property for the purpose of receiving and relaying communications signals between the Property and other COUNTY communications facilities in the area.

**NOW, THEREFORE**, in consideration of the premises and the provisions, covenants and conditions hereinafter set forth, DISTRICT and COUNTY agree as follows:

1. **ADMINISTRATION AND ENFORCEMENT:** The provisions of this Agreement shall be administered and enforced for the COUNTY by the Director of COUNTY'S General Services Department, or designee.

2. **LEASED PROPERTY:** DISTRICT hereby leases to COUNTY and COUNTY hereby takes from DISTRICT a portion of the Property shown on Exhibit "B", attached hereto and incorporated herein by reference (hereinafter "Site"). COUNTY shall have the right to install an

antenna, with associated cables, wires and other necessary appurtenances, on the Gymnasium Roof Area, and an equipment box in the Kitchen Area Lower Floor Area; as shown on Exhibit B.

3. **ACCESS TO SITE:** COUNTY shall have authorization to enter the Property at any time to gain access to the Site. DISTRICT shall provide COUNTY with the keys and combinations necessary to enter the Property for access. COUNTY shall provide DISTRICT with contact information for all COUNTY personnel with keys, and shall comply with any and all DISTRICT security programs or policies, including hours of access, as they relate to the Property.

4. **PERMITTED PERSONNEL:** COUNTY agrees that it will not authorize or permit any person upon the Property other than COUNTY'S agents, employees, licensees, or other persons necessary to the conduct of COUNTY'S business at the Site. COUNTY shall be solely responsible for all actions of its agents, employees, contractors and sub-contractors and shall be responsible for any damages resulting from their actions.

5. **PURPOSE AND USE:** COUNTY shall use the Site to construct, operate, maintain, repair, alter, replace and remove or have constructed, operated, maintained, repaired, altered, replaced and removed the equipment which shall consist of a radio receiver, and equipment box; to facilitate the transmission and reception of point to point communication signals between the Site and other COUNTY communications sites.

6. **TERM:** The term of this Agreement is for a period of approximately ten (10) years, commencing on the date executed by COUNTY (hereinafter "Commencement Date") and terminating on October 31, 2023, subject to other provisions for termination, extension, and renewal as herein contained.

7. **EXTENSION AND RENEWAL:** At the end of the base term, provided COUNTY is in compliance with all terms and conditions of this Agreement, the Agreement shall be automatically extended for two (2) additional terms of ten (10) years each, on the same terms and conditions as provided herein, unless written notice of termination is received by either party at least sixty (60) days prior to expiration of the term.

8. **RENT:** COUNTY shall use the Site rent-free for so long as COUNTY is using the Site exclusively for the purpose and use set forth in Section 5 above. As consideration for COUNTY'S use of the Site, COUNTY shall continue to provide public safety services to the community, and shall ensure that use of the Site will not interfere with DISTRICT'S operations.

9. **CONSTRUCTION AND IMPROVEMENTS:** COUNTY shall give DISTRICT no less than three (3) days written notice prior to the commencement of any work in, on, or about the Site and shall keep the leasehold and improvements free and clear of liens for labor and materials. COUNTY shall provide LESSOR with plans and specifications prior to installation of the antenna and related equipment box.

Title to all equipment and improvements constructed or installed by or for COUNTY pursuant to this Agreement shall vest with COUNTY.

10. **MAINTENANCE AND REPAIR:** COUNTY agrees to keep or have kept in good

maintenance and repair with no expense to DISTRICT the antenna, the equipment box, and all associated cables, wires and other necessary appurtenances on the Site.

11. **INDEMNIFICATION:** COUNTY shall defend, indemnify, and save harmless DISTRICT, its officers, agents, and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments, or liabilities brought against DISTRICT by any third party claimant arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof, including but not limited to claims brought against DISTRICT for damages resulting from the equipment used or installed according to the provisions of this Agreement, or any act or omission to act on the part of COUNTY or its agents, employees, or contractors.

DISTRICT shall defend, indemnify, and save harmless COUNTY, its officers, agents, and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments, or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof, including but not limited to any act or omission to act on the part of DISTRICT or its agents, employees, or contractors.

12. **NONDISCRIMINATION:** DISTRICT shall comply with COUNTY law, rules and regulations regarding nondiscrimination as such are found in the Santa Barbara Code and as such may from time to time be amended. These provisions are incorporated herein as if they were fully set forth.

Noncompliance with provisions of this section shall constitute a material breach of this Agreement and in addition to any other remedies provided by law, COUNTY shall have the right to terminate this Agreement and the interest hereby created without liability therefor.

13. **SUCCESSORS IN INTEREST:** This Agreement and the covenants contained herein shall be binding upon and inure to the benefit of the respective parties and their respective successors, sublessees, licensees, heirs, executors, administrators, and assigns.

14. **COMPLIANCE WITH THE LAW:** COUNTY shall comply with all local, County, State, and Federal laws, rules, and regulations affecting the Site and Property, now or hereafter in effect.

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

COUNTY: Santa Barbara County General Services Department,  
Information Technology Division  
Attn: Communications Manager  
4568 Calle Real, Bldg. "C"  
Santa Barbara, Ca. 93110  
Office: 805-681-5581  
Santa Barbara, CA 93101

DISTRICT: Los Olivos School District  
Attn: Business Manager

2540 Alamo Pintado Avenue  
P.O. Box 208  
Los Olivos, CA 93441  
(805) 688-4025 Ext. 226

or at such other place as may be designated in writing. Such notices shall be served by depositing them addressed as set out above, postage prepaid, in the U.S. mail or by personal delivery. The date of mailing, or in the event of personal delivery the date of delivery shall constitute the date of service.

16. **DEFAULT:** Should either party at any time be in material default hereunder with respect to any covenant contained herein, the nondefaulting 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 thirty-five (35) calendar days from such notice, then this Agreement shall terminate at the option of the nondefaulting party unless the cure of such default shall reasonably take more than thirty-five (35) 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.

17. **REMEDIES:** In the event of a default or breach by either party, the nondefaulting party may exercise any right or remedy at law or in equity which such nondefaulting party may have by reason of such default or breach including but not limited to the following:

A. Either party may waive the default or breach in accordance with Section 18, **WAIVER**, herein below.

B. Where COUNTY is the nondefaulting party, COUNTY may terminate the Agreement and surrender possession.

C. Where DISTRICT is the nondefaulting party, DISTRICT may terminate the Agreement.

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

19. **TERMINATION:** This Agreement shall terminate and all rights of COUNTY shall cease and COUNTY shall quietly and peacefully deliver to DISTRICT, possession and interest in the Site and Property at the expiration of the term as provided in Section 6, **TERM**, herein above.

20. **SURRENDER OF PREMISES:** Upon expiration or termination of this Agreement or any extension thereof, COUNTY shall vacate and surrender the Site to DISTRICT in good condition, except for ordinary wear and tear.

21. **ENTIRE AGREEMENT:** The parties to this lease 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, DISTRICT AND COUNTY have executed this Agreement to be effective as of the date executed by the COUNTY.

"COUNTY"  
COUNTY OF SANTA BARBARA

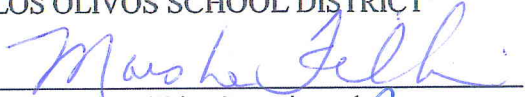
ATTEST:  
MONA MIYASATO  
CLERK OF THE BOARD

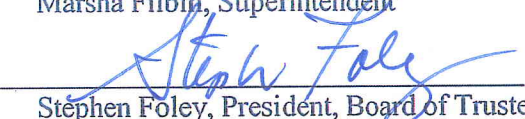
\_\_\_\_\_  
Supervisor Salud Carbajal  
Chair, Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk

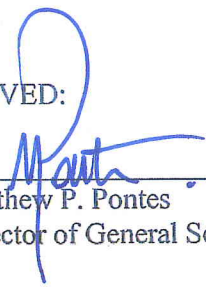
Date: \_\_\_\_\_

"DISTRICT"  
LOS OLIVOS SCHOOL DISTRICT

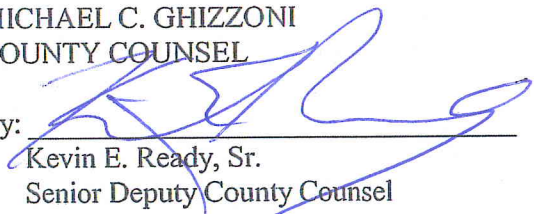
  
\_\_\_\_\_  
Marsha Filbin, Superintendent

  
\_\_\_\_\_  
Stephen Foley, President, Board of Trustees

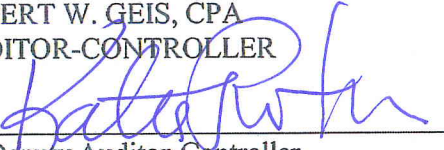
APPROVED:

  
\_\_\_\_\_  
Matthew P. Pontes  
Director of General Services

APPROVED AS TO FORM:  
MICHAEL C. GHIZZONI  
COUNTY COUNSEL

By:   
\_\_\_\_\_  
Kevin E. Ready, Sr.  
Senior Deputy County Counsel

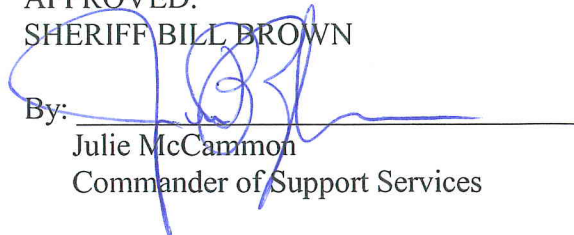
APPROVED AS TO ACCOUNTING FORM:  
ROBERT W. GEIS, CPA  
AUDITOR-CONTROLLER

By:   
\_\_\_\_\_  
Deputy Auditor-Controller

APPROVED:

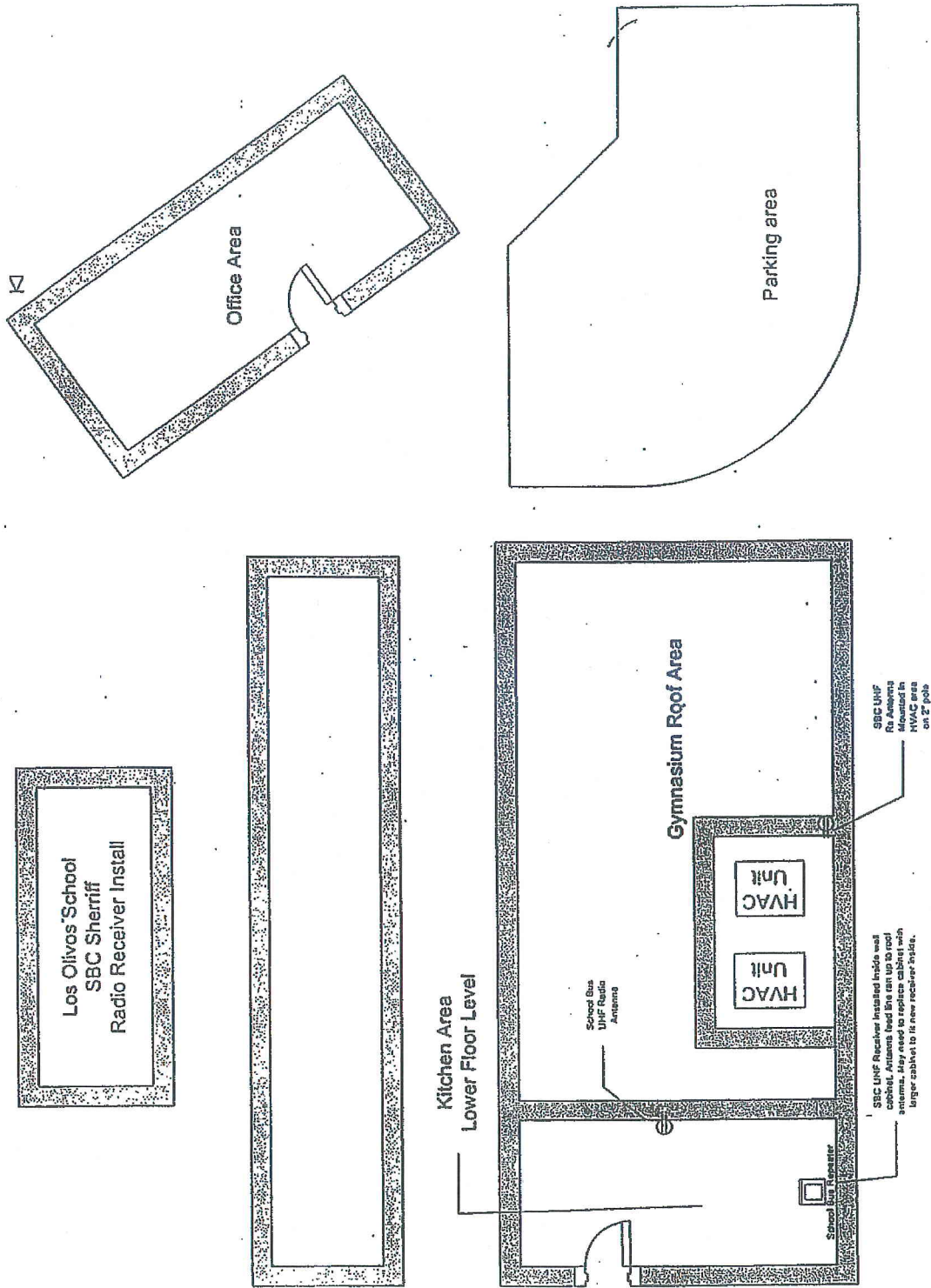
By:   
\_\_\_\_\_  
Ray Aromatorio, ARM, AIC  
Risk Manager

APPROVED:  
SHERIFF BILL BROWN

By:   
\_\_\_\_\_  
Julie McCammon  
Commander of Support Services



# LOS OLIVOS SCHOOL



**EXHIBIT B  
SITE**