

SANTA BARBARA AIRPORT

LOAN of ASSET AGREEMENT

THIS AGREEMENT, made and entered into this _____, 2011, by and between:

City of Santa Barbara a Municipal Corporation, hereinafter referred to as "City,"

and

County of Santa Barbara, hereinafter referred to as "County"

WHEREAS, the City is owner and operator of the Santa Barbara Airport; and

WHEREAS, the City is undertaking to construct a new terminal at the Airport and intends to install public art in appropriate places in the new terminal building; and

WHEREAS, County owns a Santa Barbara Courthouse Lantern ("Lantern") that originally hung in the Santa Barbara Courthouse Hall of Records and was removed and not replaced during the Hall of Records refurbishment; and

WHEREAS, City and County wish to refurbish and relocate the Lantern to the new terminal entry pavilion for the enjoyment of the community and airport travelers;

WHEREAS, the Lantern is a significant historic treasure that both parties intend to ensure is appropriately restored, installed and maintained for the benefit and enjoyment to the airport travelers and community visitors.

NOW, THEREFORE, City and County enter into this Agreement subject to the following terms and conditions:

- A.** County shall lend to the City, until such time as this Agreement is terminated by either party as provided herein, the Santa Barbara Courthouse Lantern for the purpose of installation and public viewing at the Santa Barbara Airport.
- B.** This Agreement shall commence on the date first written above and shall remain in full force and effect until it is terminated by either party upon thirty (30) days written notice to the other party.
- C.** The City shall transport and deliver the Lantern to a location at the Santa Barbara Airport as determined by the City and communicated to County. The City, at its sole cost, shall retain the services of a qualified conservator and restoration expert for the purpose of restoring the Lantern.
- D.** After the Lantern restoration is completed, the City shall store the Lantern at the Airport until it is ready to be installed by the City, at its sole cost, in the entry pavilion of the new airline terminal.
- E.** Prior to installation of the Lantern by the City, County shall purchase adequate property insurance (or, if appropriate, self insurance) to provide sufficient insurance coverage of


the Lantern and shall keep and maintain such insurance for the duration of this Agreement.

- F. Once the Lantern has been restored as provided herein, City shall thereafter pay all costs associated with continued maintenance and care of the Lantern.
- G. Once installed in the new terminal, the City shall conduct quarterly inspections of the Lantern and note the findings in an inspection log. Should any damage or adverse condition be noted by the City, the City shall inform County regarding the condition within 48 hours of the inspection. The City and County shall thereafter confer and jointly agree on the appropriate measures needed to repair and restore the Lantern to the condition existing after the City took possession of the Lantern and restored it.
- H. City and County shall jointly agree and consult concerning the display method and didactic signage for the display of the Lantern.
- I. It is agreed between City and County that the Lantern may be photographed and reproduced, or videotaped for electronic media, in both the City and County printed material for publicity purposes. All such material shall be accompanied by the following credit: *Courtesy of the County of Santa Barbara*
- J. NONDISCRIMINATION. County hereby notifies the City that the County of Santa Barbara's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and the City is required to abide by this Ordinance as well as state and federal laws pertaining to discrimination.
- K. This Agreement constitutes the entire agreement and understanding between the City and County with respect to the subject matter described herein and supersedes all prior agreements and negotiations, oral and written. This Agreement may not be modified or amended in any respect whatsoever except by an instrument in writing, signed and authorized by the City and County.

Signatures appear on the following page. No further text appears on this page.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

**CITY OF SANTA BARBARA,
a Municipal Corporation**


Karen Ramsdell
Airport Director

APPROVED AS TO FORM:
Stephen P. Wiley
City Attorney

By: 
Sarah J. Knecht
Assistant City Attorney

APPROVED AS TO INSURANCE:


Risk Manager

COUNTY OF SANTA BARBARA

By: _____
Chair, Board of Supervisors

Date: _____

ATTEST:
CHANDRA L. WALLAR
CLERK OF THE BOARD

By: _____

APPROVED AS TO FORM:
DENNIS A. MARSHALL, COUNTY
COUNSEL

By: _____
Deputy County Counsel

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

By: _____
Deputy

APPROVED AS TO FORM:
RAY AROMATORIO, ARM, AIC
RISK MANAGER

By: _____
Risk Manager