

Memorandum of Understanding

**between
County of Santa Barbara
and the
City of Goleta**

THIS AGREEMENT (Agreement) is made and entered into by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and The City of Goleta, a municipal corporation, (hereafter City), wherein COUNTY agrees to provide communications services in return for payment from City.

WHEREAS, COUNTY provides radio and communication system planning, installation and repair services to the COUNTY and other governmental agencies; and

WHEREAS, City wishes to utilize the radio and communication system services of COUNTY and COUNTY is willing to provide such services.

NOW THEREFORE, IT IS AGREED in consideration of the mutual covenants and conditions contained herein:

1. SERVICES. COUNTY agrees to provide planning, installation, de-installation and repair services for City's radio and communications system (s) at COUNTY's or City's facilities.

- A.** City mobile and portable radio equipment will normally be serviced at COUNTY's facilities located at 4568 Calle Real, Bldg. C, Santa Barbara, California, 93101. Installation and other services may be performed from time to time at the Goleta City Hall.
- B.** COUNTY will repair radio equipment, under this agreement, of normal wear and use including, mobile antennas and portable batteries on an exchange basis. City will assume cost liability for extreme wear or abuse.
- C.** COUNTY reserves the right to refuse repair of City's radio equipment if the COUNTY finds that the cost of repair exceeds 60% the value of the radio equipment.
- D.** Repairs are subject to the availability of new replacement parts.
- E.** Base station antennas and transmission lines are excluded from this Agreement. COUNTY will examine base station antennas and transmission lines to determine serviceability and with the consent of the City will arrange for repair or replacement at the City's expense by another qualified vendor. COUNTY will not be responsible for poor performance or damage to base station radios because of faulty antennas or transmission lines.
- F.** COUNTY will not be responsible for bells, lights or other devices connected to station tone decoders.

- G. City may purchase radio equipment and accessories through the COUNTY and its suppliers at the same prices paid by COUNTY for said equipment at no additional markup in price.

It is expressly understood by the parties that such services are to be provided on an "as required" basis by City and on an "as available" basis by the COUNTY. City is not obligated to obtain services from COUNTY.

2. COMPENSATION. COUNTY shall perform the above services for a monthly fee which is determined by the amount and type of City equipment accepted for service by COUNTY at agreed upon rates as shown on Exhibit "A" attached to this agreement. Said Exhibit "A" may be amended from time to time by the mutual consent of City's Director of Redevelopment and Neighborhood Services and COUNTY'S ITS/Communications Services Assistant Director.

3. TIME OF PAYMENT. Payment shall be made by CUSTOMER, on an annual basis, within thirty (30) days of receiving an invoice from COUNTY.

4. TERM. The term of this agreement shall commence on the date which the latter party executes this Agreement and shall continue for one year. It shall renew automatically from year to year thereafter unless sooner terminated by either party for any reason upon thirty (30) days prior written notice to the other party.

5. WARRANTY DISCLAIMER COUNTY MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, OF ANY KIND WHATSOEVER AS TO ANY MATTER UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO SERVICES, PARTS AND/OR MATERIALS. COUNTY HEREBY TRANSFERS TO CUSTOMER ANY WARRANTIES ON PARTS OR MATERIALS OR BOTH OF THEM WHICH MAY BE PROVIDED BY THE VENDOR AND/OR MANUFACTURER TO THE EXTENT THAT SUCH TRANSFER IS ALLOWED BY THE VENDOR AND/OR MANUFACTURER AND OTHERWISE PERMITTED BY LAW.

6. INDEMNIFICATION. COUNTY shall defend, indemnify and hold harmless the City from all claims, demands, damages, costs, expenses judgments or liabilities resulting solely from any negligent act or omission of the COUNTY arising out of this Agreement.

7. NOTICES. Unless otherwise provided, all notices required herein shall be in writing and delivered in person or sent by United States mail, postage prepaid. Notices required to be given to the COUNTY shall be addressed as follows: General Services Department, 105 E. Anapamu Street, Santa Barbara, California 93101 and shall be deemed to be received on the fifth day following posting.

Notices required to be given to the CUSTOMER shall be address as follows: __City of Goleta, 130 Cremona Drive, Suite B, Goleta, California 93117_

Any party may change such address by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

8. ENTIRE AGREEMENT AND AMENDMENT. In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded or changed by any oral agreements, course of conduct, waiver or estoppel.

9. CALIFORNIA LAW. This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in southern California, if in federal court.

10. 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 original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

IN WITNESS WHEREOF, The parties have executed this Agreement to be effective on the date it is fully executed.

COUNTY:
County of Santa Barbara, a
Political Subdivision of the
State of California

CITY:
City of Goleta, a Municipal
Corporation

BROOKS FIRESTONE
CHAIR, BOARD OF SUPERVISORS

CITY:

By: _____

By: _____

Date: _____

Date: _____

ATTEST:
MICHAEL F. BROWN,
CLERK OF THE BOARD

CITY:

By: _____
Deputy

By: _____

Date: _____

Date: _____

APPROVED AS TO FORM:
STEPHEN SHANE STARK
COUNTY COUNSEL

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

By: _____
Deputy County Counsel

By: _____

Date: _____

Date: _____

APROVED AS TO FORM:
BOB NISBET
GENERAL SERVICES DIRECTOR

APPROVED AS TO FORM:
RISK MANAGER

By: _____

By: _____
Risk Manager

Date: _____

Date: _____