

**COMMUNICATIONS EQUIPMENT SPACE USE LEASE
BETWEEN
THE CITY OF LOMPOC AND ALLAN HANCOCK JOINT COMMUNITY COLLEGE**

This Communications Equipment Space Use Lease (“**Lease**”) is entered as of _____, 2024, by and between the CITY OF LOMPOC, a California municipal corporation (“**City**”) and ALLAN HANCOCK JOINT COMMUNITY COLLEGE, a California Community College (“**College**”). City and College are sometimes individually referred to as a “**Party**” and jointly as the “**Parties**.”

RECITALS:

- A.** College owns that certain real property located at One Hancock Drive in the City of Lompoc, County of Santa Barbara (APNs 095-070-005 & 7)(“**Real Property**”) which is improved with a number of multi-story buildings (“**Buildings**”).
- B.** City has requested to College to allow the installation of police and emergency communication equipment atop some of the Buildings and adjacent grounds as set forth in Section 3 below (“**Communications Equipment**”).
- C.** City and College have a long history of mutual cooperation which included City donating the Real Property to College in 1999.

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein and incorporating the recitals, the Parties agree as follows:

1. Leased Area. Subject to the following terms and conditions, College leases to City the exclusive right to use the roof of the Buildings as specified in Section 3 for the installation of the Communications Equipment together with the reasonable right of access to the Communications Equipment (“**Lease Area**”).

2. Term; Right to Terminate.

2.1 Term. The term of this Agreement shall be twenty (20) years commencing on the Agreement Date and terminating on the twentieth (20th) anniversary of the Agreement Date (“**Term**”) unless otherwise terminated as provided in Section 2.2.

2.2 Right to Terminate. Either Party may elect to terminate this Lease upon one (1) year’s written notice to the other Party.

2.3 Holdover. If City shall remain in possession of the Lease Area at the expiration of the Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same conditions of this Lease.

3. City’s Rights and Obligations. City has the following rights and obligations:

a. Provide site plans showing locations (agreed by City and College) of rooftop antennas and mounting posts; equipment cabinet; power; and conduit paths (“**Communications Equipment**”).

b. Coordinate with College to establish site access and safety protocols during and after completion of installation of the Communications Equipment.

c. Install the Communications Equipment as described in the attached draft Exhibit B, Hancock College Drawings 2024-07-03 attached as Exhibit 1 (“**Approved Plans**”) and in accordance with all applicable permits and laws.

d. After installation of the Communications Equipment, update the Approved Plans to show same as-built and provide a copy to College.

e. Reimburse College for utilities utilized by City at the Leased Area for the Communications Equipment pursuant to a mutually agreed method for allocating utilities.

f. Maintain, repair and/or replace the Communications Equipment so it is in good and safe working condition.

g. Comply with College guidelines and safety rules as provided by College when accessing the roof, electrical systems or any other areas needed for the Communications Equipment.

h. Upon termination of this Lease, remove all the Communications Equipment and restore the roof and the equipment cabinet area to its original form.

i. Reimburse College for any direct costs incurred by College to provide access to the Communications Equipment after College’s normal business hours.

4. **College Responsibilities.**

4.1 During Construction. During the period of construction for installation of the Communications Equipment, College will allow City access to the Lease Area during normal business hours. If access is required after normal business hours, College will work with City to establish access on agreed upon terms.

4.2 After Construction Completion.

a. Access to City. After the Communications Equipment has been installed, College will allow access by City for maintenance and repair as follows: (i) within one (1) hour of notification pursuant to Section 5 if notification occurs during normal business hours; and (ii) within four (4) hours of notification pursuant to Section 5 if notification occurs after normal business hours.

b. Restrict Access. College shall use reasonable efforts to restrict general access to the Lease Area by other persons so as to protect the Communications Equipment.

c. Notification of Damage. If College becomes aware of any damage to the Communications Equipment, College shall promptly notify the City Contact Person (defined below) regarding same.

5. **Contact Persons.**

5.1 College Contact Person. College shall furnish City with the names and telephone numbers of two (2) employees of College (“**College Contact Persons**”), each authorized by College to act alone on behalf of College and who will act as the contacts with City concerning this Lease. College shall notify City if a College Contact Person

will no longer serve and will provide the name and telephone number of a new College Contact Person.

5.2 City Contact Person. City shall furnish College with the names and telephone numbers of two (2) employees of City ("**City Contact Persons**"), each authorized by City to act alone on behalf of City and who will act as the contacts with College concerning this Lease. City shall notify College if a City Contact Person will no longer serve and will provide the name and telephone number of a new City Contact Person.

6. Indemnification

6.1 By College. College agrees to indemnify and hold harmless City and its authorized agents, officers, volunteers, and employees against any and all claims or actions arising from College's solely negligent acts, errors or omissions and for any cost or expense incurred by the City on account of any claim therefor.

6.2 By City. City agrees to indemnify and hold harmless College and its authorized agents, officers, and employees against any and all claims and actions arising from City's solely negligent, reckless or intentional acts, errors or omissions and for any cost or expense incurred by College on account of any claim therefor.

7. Insurance. During the Term, each Party shall maintain the following insurance:

- (a) **Commercial General Liability (CGL):** Insurance on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate.
- (b) **Automobile Liability:** Insurance covering any auto with policy limits no less than \$1,000,000 per accident for bodily injury and property damage.
- (c) **Workers' Compensation:** Standard workers' compensation insurance as required by California law.

8. No Assignment. Neither Party shall assign this Lease without the prior written consent of the other Party.

9. Independent Contractor. City is, for all purposes, an independent contractor and shall not be deemed an employee of College. City and its employees, in the performance of this Lease, shall act in an independent capacity and not as officers, employees or agents of College or the State of California. While City may be required by this Lease to carry Workers' Compensation Insurance, in no event shall City and its employees be entitled to unemployment or workers' compensation benefits from College.

10. Nondiscrimination. In compliance with federal law, including provisions of Title IX of the Education Amendments of 1972, Sections 503 and 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, College and City will not discriminate on the basis of race, color, sex, religion, national origin, age, disability, veteran status, sexual orientation or gender identity in their administration of policies, the Program, or activities; admission policies; other programs or employment.

11. Dispute. Any dispute arising under the terms of this Lease which is not resolved within a reasonable period of time by authorized representatives of City and College shall be brought to the attention of the City Manager (or designated representative) and the College Business Officer (or

designee) for joint resolution. At the request of either Party, College shall provide a forum for discussion of the disputed incidents, at which time the Vice President of Finance and Administration or designated representative of College shall be available to assist in the resolution by providing advice to both Parties regarding College contracting policies and procedures. If resolution of the dispute through these means is pursued without success, either Party may seek resolution employing whatever remedies exist in law or equity beyond this Lease.

12. Notices. Except as provided in Section 5, any notice herein required or permitted to be given shall be deemed given (i) three (3) days following the date the same is mailed, by United States certified mail, postage prepaid, return receipt requested, properly addressed to the Party; or (ii) one (1) day following the date the same is mailed by a national overnight delivery service prepaid and delivery receipt requested, properly addressed to the Party. Notices personally delivered shall be deemed given as of the date of personal delivery. Until changed, as hereinafter provided, notices and communications to the Parties shall be addressed as follows:

To City: City of Lompoc
100 Civic Center Plaza
Lompoc, CA 93436
Attn: Dean Albro, City Manager
d_albro.lompoc.ca.us

With Copy to: City of Lompoc
100 Civic Center Plaza
Lompoc, CA 93436
Attn: Michael W. Luther, Public Works Director
m_luther@ci.lompoc.ca.us

To College: Allan Hancock Community College
800 S College Dr.
Santa Maria, CA 93454
Attn: Dennis Curran, Vice President - Finance & Administration
dennis.curran@hancockcollege.edu

With Copy to: Allan Hancock Community College
800 S College Dr.
Santa Maria, CA 93454
Attn: Steve Marshall, Director of Facilities
steven.marshall@hancockcollege.edu

Notice may be provided via email provided concurrently a copy of such notice is sent as provided above. Either Party may change the address for the purpose of this Section by giving written notice of the change to the other Party in the manner provided in this Section.

13. Miscellaneous.

13.1 Entire Agreement. This Lease contains all agreements and understandings of the Parties and supersedes and cancels any and all prior or contemporaneous written or oral agreements, instruments, understandings, and communications of the Parties with respect to the subject matter herein.

- 13.2 Rights Cumulative.** The rights and remedies of each Party specified in this Lease shall be cumulative and shall inure to the benefit of the Parties and its respective successors and assigns and be in addition to any other rights and remedies provided by law.
- 13.3 Quiet Possession.** College covenants that City, on the performance of its promises, conditions and covenants set forth in this Lease, shall and may peacefully and quietly have, hold and enjoy the use of the Lease Area as provided herein for the Term of this Lease.
- 13.4 Authority.** Each person signing this Lease on behalf of College represents and warrants to City has the authority to enter into this Lease, that the execution and delivery of this Lease has been duly authorized, and that upon such execution and delivery this Lease shall be binding upon and enforceable against College.
- 13.5 Amendment.** This Lease shall not be amended, revised, modified or revoked at any time without the written agreement of both Parties.
- 13.6 Time.** Time is expressly declared to be of the essence of this Lease and of each and every covenant, term, condition, and provision hereof.
- 13.7 Binding Effect.** This Lease shall be binding on the Parties, their representatives, successors, and assigns.
- 13.8 Governing Law.** This Lease shall be governed by, construed, interpreted and enforced in accordance with the laws of the State of California. If any legal action is necessary to enforce the terms and conditions of this Agreement, the Parties agree that a court of competent jurisdiction in the County of Santa Barbara shall be the sole venue and jurisdiction for the bringing of such action.
- 13.9 Construction.** The provisions contained herein shall not be construed in favor of or against either Party but shall be construed as if both Parties prepared this Lease. The headings contained in this Lease are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Lease. The invalidity or unenforceability of any particular provision of this Lease shall not affect the validity or enforceability of the other provisions. In the event of invalidity or unenforceability of a particular provision, this Lease shall be construed in all respects as if the invalid or unenforceable provisions were omitted.
- 13.10 Attorneys' Fees.** If either Party commences litigation against the other Party under this Lease, the prevailing Party shall be entitled to recover from the other Party such costs and reasonable attorneys' fees as may have been incurred, including any and all costs incurred in enforcing, perfecting and executing such judgment.
- 13.11 Good Faith Cooperation.** Each Party will at all times act in good faith in the performance of its duties and responsibilities under this Lease, will use its best efforts to assist the other Party, and will be courteous, helpful, cooperative with, and appreciative of the other Party.
- 13.12 Use of Name.** The Parties agree not to use each other's names in any advertising or other form of publicity without the prior written consent of that Party, except to the

extent that either Party may use the name of the other Party in announcing this MOU through a press release and during the recruitment process.

13.13 Counterparts. This Lease may be executed in several counterparts of which each shall be deemed a duplicate original but all of which shall constitute a single document.

13.14 Electronic Execution. This Lease may be executed electronically in compliance with UETA and ESIGN using third party providers such as DocuSign or AdobeSign.

13.15 Exhibit. Exhibit 1 attached hereto is incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have caused this Lease to be executed at Lompoc, California.

CITY:

CITY OF LOMPOC, a California municipal corporation

By: _____
Dean Albro City Manager

ATTEST:

Stacey Haddon, City Clerk

Dated: _____, 2024

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Jeff Malawy, City Attorney

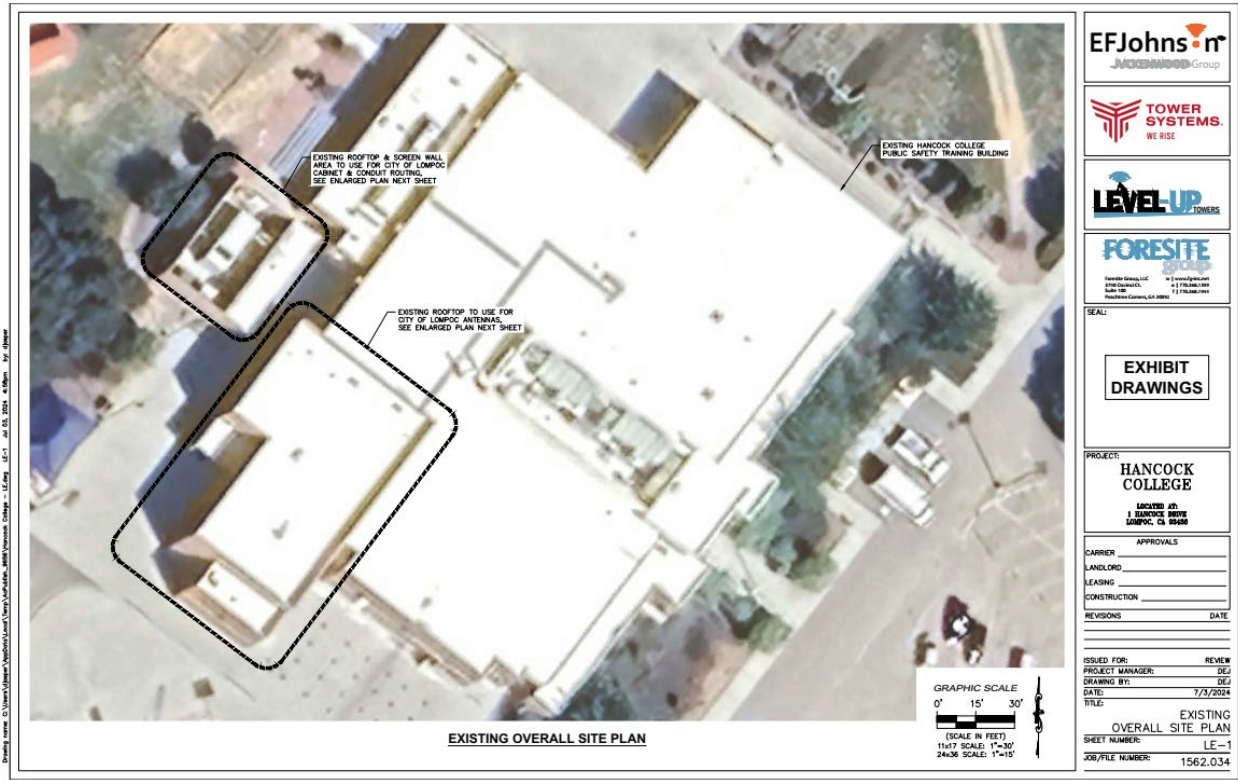
COLLEGE:

ALLAN HANCOCK JOINT COMMUNITY COLLEGE, a California Community College

By: _____
Dennis D. Curran
Assoc Supt/Vice President, Finance & Administration

Exhibit 1 - Hancock College Drawings 2024-07-03

(Page 1 of 2 pages)



EFJohnson
JACOBS Group

TOWER SYSTEMS
WE RISE

LEVEL-UP
TOWERS

FORESITE
SCALP

SEAL:

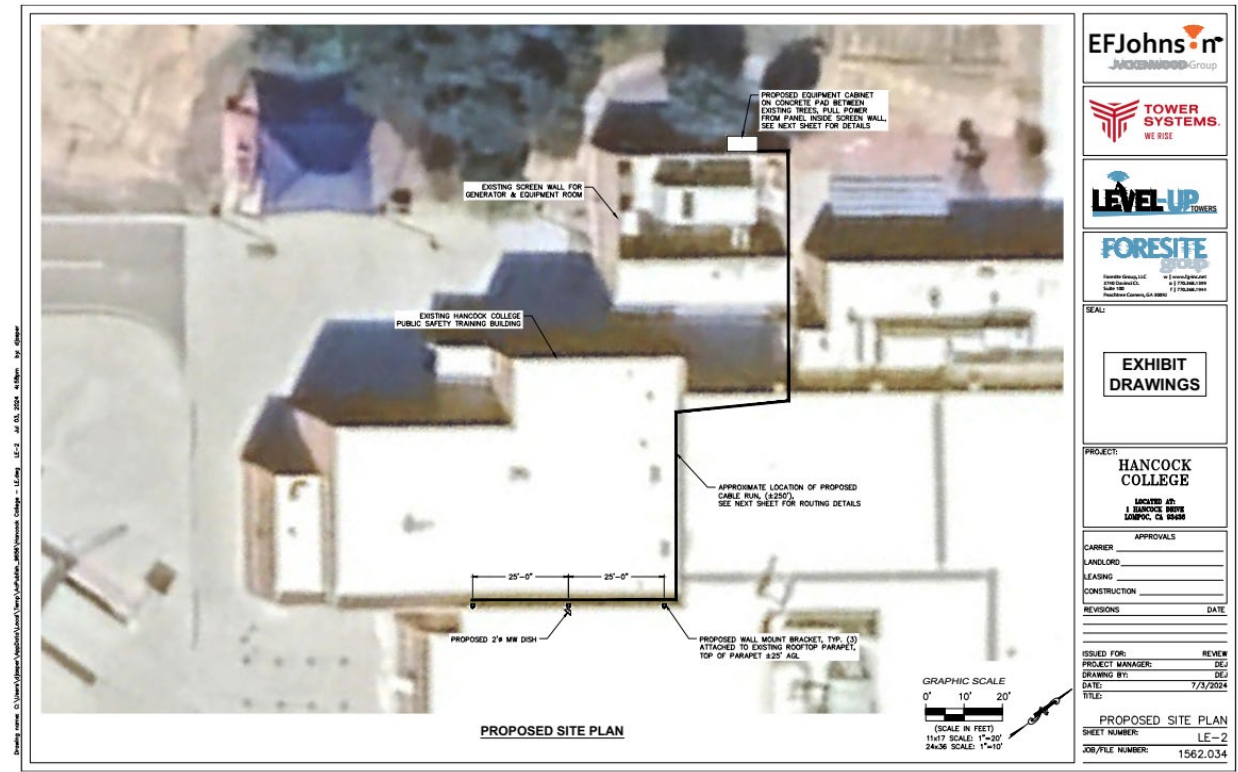
EXHIBIT DRAWINGS

PROJECT: **HANCOCK COLLEGE**
SACRED 4TH & HANCOCK BLVD LOMPOC, CA 93450

APPROVALS:

CARRIER _____
LANDLORD _____
LEASING _____
CONSTRUCTION _____
REVISIONS _____ DATE _____

ISSUED FOR: REVIEW
PROJECT MANAGER: DEJ
DRAWING BY: DEJ
DATE: 7/3/2024
TITLE: EXISTING OVERALL SITE PLAN
SHEET NUMBER: LE-1
JOB/FILE NUMBER: 1562.034



EFJohnson
JACOBS Group

TOWER SYSTEMS
WE RISE

LEVEL-UP
TOWERS

FORESITE
SCALP

SEAL:

EXHIBIT DRAWINGS

PROJECT: **HANCOCK COLLEGE**
SACRED 4TH & HANCOCK BLVD LOMPOC, CA 93450

APPROVALS:

CARRIER _____
LANDLORD _____
LEASING _____
CONSTRUCTION _____
REVISIONS _____ DATE _____

ISSUED FOR: REVIEW
PROJECT MANAGER: DEJ
DRAWING BY: DEJ
DATE: 7/3/2024
TITLE: PROPOSED SITE PLAN
SHEET NUMBER: LE-2
JOB/FILE NUMBER: 1562.034

Exhibit 1- Hancock College Drawings 2024-07-03

(page 2 of 2 pages)

CABLE ROUTING ON BUILDING

EXISTING & PROPOSED POWER CONFIGURATION

CABLE ROUTING FOR SCREEN WALL & EQUIPMENT ROOM

CABLE ROUTING ON BUILDING

Drawing Issue: 01/20/2024 (Updated: 07/03/2024) Project: Hancock College - LE-3 - 07/03/2024 - 08/05/2024

EXHIBIT DRAWINGS

PROJECT: **HANCOCK COLLEGE**
 LOCATED AT: **J. HANCOCK DRIVE, LINDSEY, CA 95659**

APPROVALS	
CARRIER	REVIEW
LANDLORD	DESIGN
LEASING	DATE
CONSTRUCTION	7/3/2024
REVISIONS	DATE
ISSUED FOR:	REVIEW
PROJECT MANAGER:	DESIGN
DRAWING BY:	DATE
DATE:	7/3/2024
TITLE:	CONDUIT ROUTING DETAILS
SHEET NUMBER:	LE-3
JOB/FILE NUMBER:	1562.034