

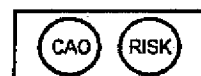
## EQUIPMENT LOAN AGREEMENT

City of Seaside-Owned Ford Aerial Bucket Truck

THIS AGREEMENT is executed this <sup>14</sup>~~15~~ day of <sup>October</sup>~~July~~ 2016, by and between the CITY OF SEASIDE, hereinafter called "SEASIDE," and the CITY OF MONTEREY, hereinafter called "AGENCY."

### IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. SEASIDE hereby agrees to temporarily loan to AGENCY, the following equipment: City of Seaside-owned Ford Aerial Bucket Truck (the "Equipment"), which AGENCY shall return to SEASIDE on or before the date set forth in paragraph 2 below in original condition and with the same amount of fuel as was in the Equipment at the time of the loan. SEASIDE will conduct any repair or maintenance work required during the loan period and/or following return of the Equipment in order to restore the Equipment to its original condition; however, AGENCY shall fully reimburse SEASIDE for the cost of any such repairs, as well as for the cost of any special maintenance work needed beyond the routine maintenance costs already factored into the rental rate set forth in paragraph 3 below.
2. The loan period under this agreement shall commence on May 19, 2016 and shall end on May 19, 2021, unless the parties herein agree to an extension of the original loan period.
3. AGENCY agrees to pay and SEASIDE agrees to accept as full and fair consideration for the performance of this Agreement, a rental payment at the rate of thirty three dollars and twenty six cents (\$33.26) per hour that the Equipment is used by AGENCY during the term of the equipment loan. Compensation under this Agreement shall become due and payable 30 days after SEASIDE's approval of monthly invoices submitted by AGENCY.
4. If the Equipment is not returned or if it is damaged beyond repair while under the custody or control of AGENCY during the loan period, AGENCY agrees to pay and SEASIDE agrees to accept as full and fair consideration for the Equipment: Twenty-one thousand dollars (\$21,000) which is the list price of the Equipment as of the date of this Agreement.
5. AGENCY shall maintain Workers' Compensation insurance for the benefit of his/her employees with a minimum of \$1,000,000 per occurrence for employer's liability, and further shall maintain Automobile liability with a combined single limit of not less than \$5,000,000 per occurrence and General liability including Bodily Injury and Property Damage insurance with a combined single limit of not less than \$5,000,000 per occurrence in full force and effect during the period of performance of this Agreement. AGENCY shall name SEASIDE as an Additional Insured under the General Liability and Auto policies on a primary and non-contributing basis to any insurance or self-insurance maintained by SEASIDE. The policies shall provide for a waiver of any subrogation rights against SEASIDE. AGENCY shall provide to SEASIDE evidence of insurance, including certificates of insurance and endorsements that meet the requirements herein, and if requested by SEASIDE, copies of the insurance policies meeting the requirements. The minimum insurance requirements of this paragraph shall in no way modify or change the defense and indemnity obligations of AGENCY under this Agreement. The full limits and/or coverages of any Insurance or self-insurance policy shall not be limited by the minimum Insurance requirements under this Agreement.
6. AGENCY understands that the Equipment is loaned "as is." AGENCY assumes responsibility for any and all damage sustained to the Equipment. SEASIDE reserves the right to make repairs as necessary to return such Equipment to their pre-loan condition and to charge AGENCY the actual cost of such repair. To the fullest extent allowed by law, AGENCY hereby agrees

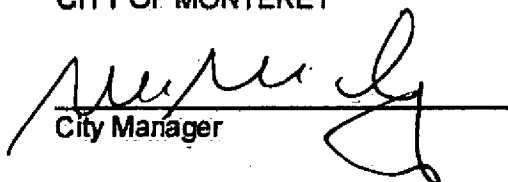


to defend, indemnify, and hold SEASIDE harmless from any liability, suit, cause of action, or other legal proceeding (including attorney's fees and costs) which may be brought or claimed against SEASIDE arising out of, or in any way connected with, the operation, custody, control, or use by AGENCY of the Equipment under this Agreement. The provisions of this paragraph are not limited by, but are undertaken in addition to, the insurance obligations contained in this Agreement.

7. Either SEASIDE or AGENCY may terminate this Agreement upon ten days' written notice.

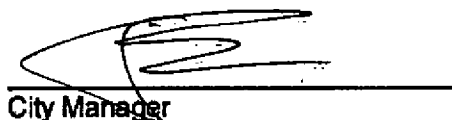
IN WITNESS WHEREOF, this Agreement is entered into by the parties hereto on the day and year first above written in Seaside, California.

CITY OF MONTEREY

  
\_\_\_\_\_  
City Manager

10/14/2016  
Date

CITY OF SEASIDE

  
\_\_\_\_\_  
City Manager

9/16/16  
Date