

**AGREEMENT FOR THE COUNTY OF  
MONTEREY'S TRANSFER OF FOUR (4)  
RECREATIONAL TRAILERS TO THE  
CITY OF KING**

This Transfer Agreement ("Agreement") dated this **6th day of June 2022**, is entered into by and between the County of Monterey ("COUNTY"), a political subdivision of the State of California, and the City of King ("CITY"), a California Charter City.

RECITALS

A. COUNTY owns (4) recreational vehicle trailers ("RV Trailers"), more particularly described in **Exhibit A**, attached and incorporated herein. The RV Trailers are currently located at 1160 Broadway in King City ("San Lorenzo Park") and were used by the COUNTY's Emergency Operations Center, Operations Section, Care and Shelter Branch to house individuals needing to be quarantined during the COVID-19 pandemic.

B. CITY is in need of RV Trailers to use as temporary housing for individuals and families experiencing homelessness.

C. CITY desires to acquire the RV Trailers from COUNTY and COUNTY desires to transfer the RV Trailers to CITY pursuant to California Government Code Section 25365, and under the terms of this Agreement.

D. Pursuant to the Monterey County Code, the County Administrative Officer ("CAO"), as the County's Purchasing Agent, has the authority to transfer personal property not needed for COUNTY's purposes from the COUNTY to another public agency.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. COUNTY hereby transfers the RV Trailers to CITY.
2. COUNTY warrants that it is the lawful owner of the RV Trailers and is transferring the RV Trailers to CITY free of all liens and encumbrances.
3. The RV Trailers are transferred to CITY "as is" in the condition as of the effective date of this Agreement and CITY accepts the RV Trailers in that condition. CITY waives any claim related to the condition of the RV Trailers other than any warranty provided by RV Trailer manufacturer (if any). COUNTY makes no warranties whatsoever with respect to the RV Trailers, including without limitation any warranty regarding the condition of the RV Trailers, suitability for continued use, or fitness for any purpose.
4. This Agreement requires that at its sole expense, CITY remove the RV Trailers from the COUNTY's San Lorenzo Park site. The RV Trailers are to be removed completely and any associated infrastructure that is tied/fed to these RV Trailers are to be properly cut/capped to assure safety at the source, and any perimeter security fencing removed during said removal is to be reinstalled to the satisfaction of COUNTY. CITY's removal of the RV Trailers shall be coordinated with COUNTY's Public Works, Facilities and Parks-Real Property Specialist (George Salcido, 831-262-9842) prior to commencement of said removal.

County staff may assist in removal and reinstallation process.

5. After transfer, CITY shall be responsible for all insurance related to the RV Trailers, including liability and property, and shall indemnify, defend, and hold harmless COUNTY and its officers, employees, agents, and volunteers from and against any and all claims, suits, actions, causes of action, losses, damages, liabilities, or payment, including but not limited to attorneys' fees and costs, arising from, relating to, or associated with the RV Trailers. The provisions of this Section 5 will survive the transfer of title.

6. This Agreement represents the entire Agreement between COUNTY and CITY and hereby supersedes and cancels all previous negotiations, oral agreements, arrangements, brochures, agreements, and understandings between COUNTY and CITY regarding this Agreement for the transfer of the RV Trailers. There are no representations between COUNTY and CITY other than those contained in this Agreement. All implied warranties are excluded.

7. This Agreement cannot be changed or supplemented orally. It may be modified or superseded only by a written instrument executed by both parties.

8. This Agreement shall be effective June 6, 2022, and may be executed in any number of counterparts, all of which, taken together, shall constitute the same instrument. A copy, original or facsimile with all signatures appended together shall be deemed a fully executed Agreement. This Agreement may be executed by electronic signature, for example by using DocuSign, Adobe, or similar.

9. If any term or provision of this Agreement shall, to any extent, be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining terms and provisions of the Agreement shall continue in effect.

10. This Agreement is made under and shall be construed in accordance with the laws of the State of California. Any action to enforce this Agreement shall be brought in the appropriate court having jurisdiction over matters arising in Monterey County.

11. Each person below warrants and guarantees that s/he is legally authorized to execute this Agreement on behalf of the designated entity and that such execution shall bind that entity to the terms and conditions of this Agreement. This Agreement shall not be effective until it is executed by all parties listed below.

**12. While the CAO has the authority to cause the transfer of the RV Trailers, the County of Monterey Board of Supervisors must take action to declare the RV Trailers surplus to the County's needs and may do so retroactively. COUNTY shall cause such action to be considered at the earliest possible time, but no later than June 14, 2022. In the event the Board of Supervisors does not take such action no later than June 14, 2022, this Agreement shall terminate and ownership of the RV Trailers shall revert to the COUNTY.**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above through their duly authorized representatives.

COUNTY (County of Monterey)  
By: \_\_\_\_\_  
Charles J. McKee, County Administrative Officer  
Manager

DocuSigned by:  
*Charles J. McKee*  
81957F3E2FBF4CE...

CITY (City of King.)  
By: \_\_\_\_\_  
Steven Adams, City


DocuSigned by:  
*Steven Adams*  
E4D7F46D23F1430...

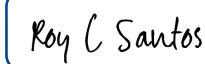
Date: 6/5/2022 | 12:25 PM PDT

Date: 6/5/2022 | 1:44 PM PDT

**Approved as to Form**

**Approved as to Form**

DocuSigned by:  
  
By: 2EF8DC76EE5547F...  
Leslie J. Girard, County Counsel

DocuSigned by:  
  
By: 0668861114D948F...  
Roy Santos, City Attorney

**Exhibit A**

**Four (4) RV Trailers Transferred to the City of King**

Trailer #	Date Manufactured	Manufacturer	Model Name	Model #	VIN #	Size
2	2/7/2020	Forest River	Wildwood	T267SSFS	4X4TWDC23LE034547	31 ft.
7	10/17/2018	Heartland	Pioneer	BH280	5SFPB3428LE431096	34 ft
12	1/16/2020	Forest River	Wildwood	T25RLXL	4X4TWDA2XLE034502	31 ft.
49	8/19/2019	Mallard	Mallard	IDM301	5SFNB3622LN426528	36 ft.