

MEMORANDUM OF UNDERSTANDING

BETWEEN SAN LUIS OBISPO COUNTY AND MONTEREY COUNTY

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into by and between the San Luis Obispo County, a political subdivision of the State of California, hereinafter referred to as "SLO County," and Monterey County a political subdivision of the State of California hereinafter referred to as "Monterey County." SLO County and Monterey County are each a "**Party**" and collectively are referred to herein as the "**Parties**."

WHEREAS, the Parties have a shared interest in providing public safety radio communication to first responders for the benefits of residents, visitors, and workers within their respective counties; and

WHEREAS, the Parties have a shared location at Piedras Blancas Light House with public safety radio equipment; and

WHEREAS, the Parties have an obligation to be fiscally responsible with respect to County funds; and

WHEREAS, the Parties have an interest in mutual aid between Parties; and

WHEREAS, it is in the Parties' best interests to enter into this MOU to accomplish these purposes.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals, mutual covenants, and agreements herein set forth, the mutual benefits to the Parties to be derived. For other valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. **Purpose of the MOU.** The purpose of this MOU is to provide for a more formalized cooperation on a regional basis with respect to public radio safety between the Parties.
2. **Piedras Blancas Light House**

- a. Monterey County will provide a T1 communication link from 168 West Alisal, Salinas CA 93901 to 976 Osos St. San Luis Obispo CA 93401. The location of the T1 communication link is described in Exhibit A, attached hereto and incorporated herein. Parties agree that all project costs and expenses are the sole responsibility of Monterey County. If the T1 becomes inoperable or damage is discovered, the parties will coordinate the repairs/replacement to minimize the downtime of the communication link.
- b. SLO County will provide network connectivity from the T1 line at 976 Osos St. San Luis Obispo CA 93401 to Piedras Blancas Light House at no cost to Monterey County.

3. **INSURANCE**

Monterey County shall obtain and maintain for the entire term of the Contract and Monterey County shall not perform any work under this Contract until after Monterey County has obtained insurance complying with the provisions of this paragraph. Said policies shall be issued by companies authorized to do business in the State of California. Monterey County shall maintain said insurance in force at all times. The following coverage with the following features shall be provided:

- a. **Commercial Liability Insurance:** Monterey County shall maintain in full force and effect for the period covered by this Agreement, commercial liability insurance. This insurance shall include, but shall not be limited to, comprehensive general and automobile liability insurance providing protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from any act or occurrence arising out of Monterey County's operations in the performance of this Agreement, including, without limitation, acts involving vehicles. The policy shall be in the form of Insurance Services Office (ISO) Form CG 00 01 covering commercial general liability on an "occurrence" basis for bodily injury and property damage, personal injury and advertising injury, with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this location or the general aggregate limit shall be twice the required occurrence limit. The following endorsements must be attached to the policy:

1. If the insurance policy covers on an "accident" basis, it must be changed to "occurrence".
2. The policy must cover personal injury as well as bodily injury.
3. Blanket contractual liability must be afforded and the policy must contain a cross liability or severability of interest endorsement.

b. **Workers' Compensation Insurance:** In accordance with the provisions of paragraphs 3700 et seq., of the California Labor Code, if Monterey County has any employees, Monterey County is required to be insured against liability for workers' compensation or to undertake self-insurance. Monterey County agrees to comply with such provisions before commencing the performance of this Contract.

c. **Primary Coverage.** For any claims related to this contract, Monterey County's insurance coverage shall be primary insurance as respect to the SLO County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Monterey County's insurance and shall not contribute with it.

d. **Notice of Cancellation.** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to SLO County.

e. **Waiver of Subrogation.** Monterey County hereby grants to County a waiver of any right to subrogation which any insurer of said Monterey County may acquire against the County by virtue of the payment of any loss under such insurance. Monterey County agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the SLO County has received a waiver of subrogation endorsement from the insurer.

f. **Additional Insureds to be Covered:** The commercial general liability policies shall name "County of San Luis Obispo, its officers and employees" as additional insureds. The policy shall provide that the Monterey County's insurance will operate as primary insurance and that no other insurance maintained by the SLO County, or additional insureds will be called upon to contribute to a loss hereunder.

g. **Certification of Coverage:** Within fifteen (15) calendar days of the first day of the term (or commencement date) of this Agreement, Monterey County shall furnish SLO County with the following for each insurance policy required to be maintained by this Agreement, and annually thereafter:

1. A copy of the Certificate of Insurance shall be provided. The certificate of insurance must include a certification that the policy will not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to the County.
2. A Workers' Compensation certificate of insurance must be provided.
3. Upon written request by the SLO County, the Monterey County shall provide a copy of the complete insurance policy.
4. Approval of Insurance by SLO County shall not relieve or decrease the extent to which the Monterey County may be held responsible for payment of damages resulting from Monterey County's services or operations pursuant to this

Agreement. Further, SLO County's act of acceptance of an insurance policy does not waive or relieve Monterey County 's obligations to provide the insurance coverage required by the specific written provisions of this Agreement.

h. **Effect of Failure or Refusal:** If Monterey County fails or refuses to procure or maintain the insurance required by this Agreement or fails or refuses to furnish County with the certifications required by *Subparagraph G.* above, SLO County shall have the right, at its option, to forthwith terminate the Agreement for cause.

i. **Mutual Liability:** Each party hereto agrees to be responsible and assume mutual and proportional liability for its own wrongful or negligent acts or omissions, or those of its officers, agents and employees to the full extent required by law."

4. **Entire Agreement; Amendments.** This MOU contains the entire agreement between the Parties with respect to the subject matter hereof, and no statements, promises, or inducements made by any Party or agents of any Party that are not contained in this MOU shall be binding or valid. Alterations, extensions, supplements or modifications to the terms of this MOU shall be agreed to in writing by the Parties, incorporated as amendments to this MOU, and made a part hereof.
5. **Severability.** If any provision of this MOU is adjudged to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions will not in any way be affected or impaired, and the Parties will use their best efforts to substitute a valid, legal, and enforceable provision which, insofar as practical, implements the purposes of this MOU.
6. **Third Party Beneficiaries.** There are no intended third-party beneficiaries to this MOU. It is expressly understood that enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this MOU shall give or allow any claim or right of action by any third person under this MOU. It is the express intention of the Parties that any person, other than the Party who receives benefits under this MOU, shall be deemed an incidental beneficiary only.
7. **Choice of Law.** This MOU shall be governed by and construed and enforced in accordance with the laws of the State of California.
8. **No Assignment.** The rights and obligations under this MOU are not assignable in whole or in part.

/////////////////////////////////NOTHING FURTHER PAST THIS POINT/////////////////////////////////

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding on the date set forth below.

COUNTY OF SAN LUIS OBISPO

DocuSigned by:
Shannon Matuszewicz
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By: Shannon Matuszewicz

Date: 2/18/2022 | 11:12 AM PST

COUNTY OF MONTEREY

Eric A. Chatham
Director of Information Technology Department

By: _____

Date: _____

APPROVED AS TO FORM AND LEGAL EFFECT:

Katherine A. Hansen
Deputy County Counsel

Auditor-Controller

DocuSigned by:
Katherine A. Hansen
A7147F47B3D7494...

DocuSigned by:
Joey Nolasco
F60C442ED05B437...

Date: 2/18/2022 | 11:50 AM PST

Date: 2/18/2022 | 3:19 PM PST

EXHIBIT "A"

T-1 termination will occur at 976 Osos in the "penthouse" above the 4th floor next to the radio equipment. T-1 installation will be the sole responsibility of Monterey County and San Luis Obispo County will provide access as needed to complete the installation to vendors and contractors.

The "penthouse" is accessible above the 4th floor at 979 Osos via ladder and is in the industrial space above the elevator and houses radio communication and emergency generator.

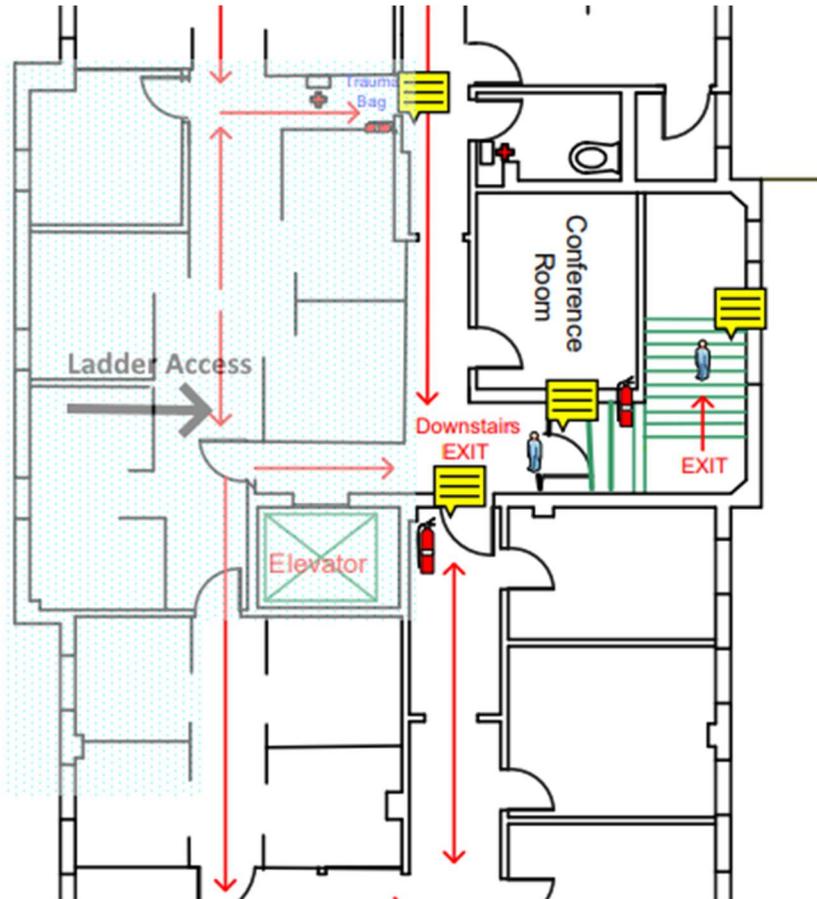


Figure 1. 979 Osos Street 4th Floor plan with location of ladder access to "Penthouse".