

MOTOR VEHICLE LEASE AGREEMENT

This "MOTOR VEHICLE LEASE AGREEMENT" (the "Agreement") dated to be effective this 28th day of November, 2018 (the "Effective Date") is made and entered between Seahawk Surveillance, Inc., a California corporation (the "Lessor"), and the CITY OF BELL (the "Lessee") a California municipal corporation. The Lessor and Lessee are sometimes referred to as "Parties".

RECITALS

WHEREAS, the Lessor is the owner of a make and model of a motor vehicle with the following description: 2006 Ford Commercial Bucket (CB) Truck, License No. 8A48428, VIN 1FDAF56PX6EA85652 (the "Vehicle"); and

WHEREAS, the Lessor is desirous of leasing and the Lessee has agreed to lease the Vehicle; and

WHEREAS, the Lessor is desirous of a location in which to store the Vehicle when not in use; and

WHEREAS, the Lessee has additional space on its property located at either the City Hall/Police Department parking lot or at the City's Maintenance Yard (the "Property") to store the Vehicle; and

WHEREAS, the Parties desire to enter into this Agreement to memorialize the terms and conditions; and

WHEREAS, THE Parties are represented by the persons listed respectively in Section 7 who are deemed Representatives.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals**. The above recitals are true and correct and are hereby incorporated into this Agreement by this reference.
2. **Lease of Vehicle**. Subject to the terms and conditions of this Agreement, the Lessor hereby leases to the Lessee the Vehicle.
3. **Monthly Rental Payments**. As consideration of this Agreement and for allowing Lessor to store the Vehicle on the Property, the Lessee shall pay a monthly rental of \$1 USD (one dollar) to the Lessor for the lease of the Vehicle. Upon termination of this Agreement, the Lessee shall have no further obligations to pay monthly rental payments nor allow storage of Vehicle on the Property.

4. **Term.** Unless earlier terminated in accordance with this Agreement, this Agreement shall continue in full force and effect for one (1) year from the Effective Date. Upon mutual agreement between the Parties, the term may be extended for up five (5) one-year extensions. The Lessee shall have the option to terminate this Agreement for any reason whatsoever through 30-day written notice to Lessor. This Agreement will terminate upon the 30th day after the date of the said notice. Lessor shall have the option to terminate this Agreement for any reason whatsoever through 90-day written notice to Lessee. This Agreement will terminate upon the 90th day after the date of said notice.

5. **The Lessor's Obligations.**

a. The Lessor hereby agrees to the following:

- i. To grant the Lessee a limited use and possession of the Vehicle during the term of this Agreement. Notwithstanding the prior sentence, the Parties agree that the Lessor may use the Vehicle during the term of this Agreement at any time by providing Lessee with a 24-hour notice via electronic mail, at Rlinton@cityofbell.org. The Lessor shall return the Vehicle to the Lessee's property in similar condition, reasonable wear and tear excepted.
- ii. To grant the Lessee quiet possession of the Vehicle.
- iii. To take and return the vehicle to a location on the Property as designated by the City Representative, and shall not interfere with or obstruct Lessee's use of the Property.
- iv. To be responsible for all reasonable service and maintenance costs of the Vehicle associated with the Lessor's use of the Vehicle.
- v. To ensure that no alterations are made to the Vehicle or any component removed unless it is immediately replaced by the same component or by one of the same like, make and model or an improved or advanced version.
- vi. To keep the Vehicle comprehensively insured, including but not limited to events against loss, theft, damage, destruction, or liability for any damage as a result of use or operation of the Vehicle, with a reputable insurance company throughout the duration of this Agreement, and name Lessee as additional insured.

6. **The Lessee's Obligations.**

a. The Lessee hereby agrees to the following:

- i. To provide the Lessor with 24-hour notice via electronic mail, at LLopez@seahawksurveillance.com, for use of the Vehicle.
- ii. To ensure that the Vehicle is used in a skillful and proper manner and driven by authorized persons that bear a valid driving permit.
- iii. To ensure that any Lessee staff using the Vehicle is properly certified.
- iv. To return the Vehicle to the Lessor in good mechanical condition, reasonable wear and tear excepted, upon the termination of this Agreement.

- v. To report any damage to, or loss of the Vehicle to nearest police department and inform the Lessor within a reasonable time of the filing of such report.
- vi. To permit the storage of the Vehicle at the Property during the term of this Agreement, whereby the location shall be at the sole discretion of the City.

7. **Notices.**

- a. Any notice or communication either of the Parties desire or is required to give under this Agreement shall be served personally, electronic mail, overnight courier or sent by prepaid, first class mail at the address below. Either Party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or deposited in the U.S. mail.

To Lessor: Seahawk Surveillance, Inc.
 16697 Carob Avenue
 Chino Hills, California 91709
 Attn: Luis Lopez
 E-mail: LLopez@seahawksurveillance.com


To Lessee: City of Bell
 6330 Pine Ave.
 Bell, California 90201
 Attn: Robert Linton, Public Works Manager
 E-mail: Rlinton@cityofbell.org

- 8. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.
- 9. **Entire Agreement.** This Agreement together with the schedules and annexes hereto, if any, constitutes the entire agreement and understanding between the Parties and supersedes all previous agreements, understandings and/or representations between the Lessor and the Lessee.
- 10. **Indemnification.** To the full extent provided by law, the Lessor agrees to indemnify, defend and hold harmless Lessee, its officers, employees and agents against, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, including paying any legal costs, attorneys fees, or paying any judgment (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with this Agreement and/or the negligent performance by the Lessor, its officers, agents, employees, agents, subcontractors, or invitees, provided for herein ("indemnitors"), or arising from the Lessor's indemnitors' negligent performance of or failure to perform any term, provision, covenant, or condition of this Agreement, except claims or liabilities to the extent caused by the sole negligence or willful misconduct of the Lessee.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

LESSEE

CITY OF BELL, a California municipal corporation

By: 
Name: Paul Philips
Title: Interim City Manager

ATTEST:

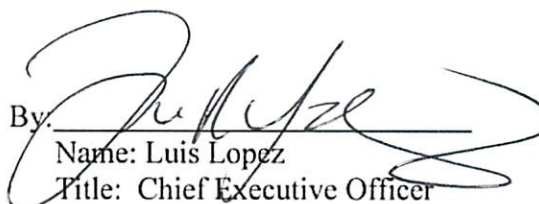

Angela Bustamante
City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP


David J. Aleshire
City Attorney

LESSOR:

SEAHAWK SURVEILLANCE, INC.
a California corporation

By: 
Name: Luis Lopez
Title: Chief Executive Officer

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On April 15, 2019 before me, Angela Bustamante, Notary,
Date Here Insert Name and Title of the Officer

personally appeared Luis Ray Lopez
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Angela Bustamante
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____