

**AGREEMENT FOR STORAGE OF ABANDONED VEHICLES
ON LAKE COUNTY SANITATION DISTRICT PROPERTY LOCATED ON POND ROAD**

Purpose: The purpose of this Agreement is to set forth the terms and conditions pursuant to which the Lake County Sanitation District ("LACOSAN") PROPERTY LOCATED ON Pond Road will be used for the temporary storage of abandoned vehicles which are abated through the Abandoned Vehicle Abatement (AVA) Program. This agreement shall be executed by and between LACOSAN and the City of Clearlake ("Licensee").

Storage Fees: As long as this Agreement is in effect and in good standing, there will be no fee to store these abandoned vehicles at the identified location.

Term of Agreement: LACOSAN may terminate this Agreement at its own discretion. Upon termination of this Agreement, Licensee shall be required to remove abandoned vehicles from the Pond Road property thirty (30) days from the date notice is sent by regular mail to the address provided by Licensee.

Storage Terms and Conditions: All abandoned vehicles stored at Pond Road shall remain at that location for a period no longer than 60 days. Towing of all abandoned vehicles to and removal from the Pond Road location shall be done by licensed tow truck operators. Any contamination from leaking fluids which results to the Pond Road property as a result of the storage of abandoned vehicles at said property shall be the responsibility of Licensee and all remediation measures required to be taken to restore the Pond Road property to its condition prior to any abandoned vehicle storage shall be a cost to Licensee. Under no circumstances shall any abandoned vehicles be dismantled at the Pond Road location.

Assumption of Risk: Licensee acknowledges and assumes any and all foreseeable and unforeseeable risks associated with and/or related to the activities described in this Agreement, including but not limited to: personal injury, property damage or loss, and loss of life.

Waiver of Liability and Hold Harmless: While the abandoned vehicles are located at the Pond Road property, Licensee agrees that LACOSAN, its officers, employees and agents shall not be liable for any damage to or loss of the abandoned vehicles. Licensee acknowledges and agrees that all risks relating to the presence of Licensee's abandoned vehicles at the Pond Road location shall be borne solely and only by the Licensee.

Indemnification and Hold Harmless: Licensee agrees to indemnify and hold LACOSAN harmless from loss from each and every claim and demand of whatever nature made upon the behalf of or by any person or persons for any wrongful act or omission on the part of the Licensee, or Licensee's agents, and from all loss or damages by reason of such acts or omissions. Lessee further agrees to pay and discharge all reasonable costs, attorney's fees and expenses that shall be made and incurred by LACOSAN in enforcing the terms of this Agreement.

Limitation of Liability: IT IS UNDERSTOOD THAT IN NO EVENT SHALL LACOSAN, ITS OFFICERS, EMPLOYEES AND AGENTS BE LIABLE FOR PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OF ANY KIND THAT MAY ARISE FROM EXISTENCE AND/OR THE PERFORMANCE OF THIS AGREEMENT.

Disclaimer of Warranty and Liability: Licensee understands, acknowledges, and agrees that LACOSAN does not guarantee that the buildings and/or grounds where Licensee's property may be stored are secure.

Access to Property by Licensee: Licensee shall be granted access to the property subject to this Agreement during the times specified by LACOSAN.

Compliance with Laws: Licensee agrees to comply with all applicable laws and regulations that may pertain to the property subject to this Agreement. Licensee shall not store hazardous materials or materials that constitute a public health hazard.

Failure to Remove Abandoned Vehicles: Licensee agrees that any abandoned vehicles remaining thirty (30) days after the termination of this Agreement shall be relocated by LACOSAN to the following location: 14050 Olympic Drive, Clearlake, CA 95422. All costs of said relocation shall be borne by Licensee.

Collateral Damage: Licensee agrees to reimburse LACOSAN for any expenses associated with the storage of these abandoned vehicles, including but not limited to, the costs to repair any damage to Pond Road which results from the hauling and removal of abandoned vehicles at the Pond Road location.

Modification: This Agreement may only be modified by a written amendment thereto, executed by all parties.

Notices: All notices that are required to be given by one party to the other under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited with the United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses, unless such addresses are changed by notice, in writing, to the other party.

LACOSAN

LICENSEE

Jan Coppinger, Administrator
Lake County Special Districts
230 N. Main Street
Lakeport, CA 95453

Greg Folsom, City Manager
City of Clearlake
14050 Olympic Drive
Clearlake, CA 95422

COUNTY and Licensee have executed this Agreement on the day and year first written above.

LACOSAN

LICENSEE

Chair, Board of Directors

City Manager, City of Clearlake

ATTEST: Carol J. Huchingson
Clerk of the Board
of Supervisors

APPROVED AS TO FORM:
Anita L. Grant
County Counsel

By: _____

By: _____