

CERTIFIED USED OIL COLLECTION CENTER EQUIPMENT LEASE AGREEMENT

This Certified Used Oil Collection Center Equipment Lease Agreement ("AGREEMENT") is made and entered into by and between the County of Ventura, hereinafter referred to as "COUNTY", and Unity Automotive, Inc., doing business as Bunnin Chevrolet of Fillmore, hereinafter referred to as "SERVICE CENTER".

WITNESSETH:

WHEREAS, in 1994, the COUNTY received grant funding from the California Integrated Waste Management Board, which evolved into the California Department of Resources Recycling and Recovery (CalRecycle) in 2010, to pay for collection equipment at various certified used oil collection centers in Ventura County; and

WHEREAS, COUNTY purchased such equipment, it was installed on the premises of the dealership at 1024 East Ventura Street in 1994, when formerly known as William L. Morris Chevrolet and under different ownership, to collect used oil from farmers and others involved in local agricultural operations and agreement for the collection of used oil from agricultural operations with the then owner; and

WHEREAS, in 2020, SERVICE CENTER purchased the dealership and renamed it Bunnin Chevrolet of Fillmore; and

WHEREAS, SERVICE CENTER intends to continue to operate the facility, hereinafter referred to as "SITE," to collect and store used oil; and

WHEREAS, the parties desire to enter AGREEMENT to reflect SERVICE CENTER's ownership of the SITE.

NOW THEREFORE, in consideration of their mutual promises, obligations, and covenants hereinafter contained, the parties hereto agree as follows:

1. TERM. The term of this AGREEMENT shall commence on the day and date the COUNTY has executed this AGREEMENT and unless terminated pursuant to Section 4, the AGREEMENT shall renew automatically for an additional year on each anniversary date of the AGREEMENT.
2. RESPONSIBILITIES OF SERVICE CENTER.
 - A. SERVICE CENTER agrees to establish and operate at SITE a used oil collection service center for the use of processing used oil from agricultural operations and shall perform the function of the collection, and storage of such material.
 - B. SERVICE CENTER shall provide a suitable area, to be approved by COUNTY, for the collection, storage, and removal of such material.
 - C. SERVICE CENTER shall utilize certain equipment required for the Performance of this AGREEMENT provided by COUNTY. Such equipment shall be maintained in good working condition by SERVICE CENTER and returned to COUNTY in good working condition by SERVICE CENTER upon the expiration or termination of this AGREEMENT. A list of the equipment provided by COUNTY to SERVICE CENTER is contained in Exhibit A.

D. SERVICE CENTER shall permit COUNTY to inspect and obtain copies of all licenses, permits, approvals, issued by any governmental agency to SERVICE CENTER or its subcontractors for the performance of this AGREEMENT, and shall permit COUNTY at any time during business hours to inspect SITE, and any of its operations and test equipment, supplies, and containers furnished by SERVICE CENTER and/or COUNTY in the performance of this AGREEMENT. If any equipment leased to SERVICE CENTER by COUNTY if not being properly maintained or repaired, COUNTY, at its sole discretion, shall have the right, but not the obligation, to have it maintained or repaired by COUNTY, or its designee, at the expense of COUNTY.

E. SERVICE CENTER shall provide COUNTY Director of Public Works or his/her designee, sixty (60) days advanced written notice of intent to relocate from, or end, its activities at SITE.

F. SERVICE CENTER shall not charge persons depositing oil in accordance with this AGREEMENT.

G. SERVICE CENTER shall comply with all federal, state, and local laws and regulations applicable to SERVICE CENTER's business, including without limitation those laws and regulations applicable to the collection, storage, recycling and disposal of used oil from agricultural operations.

H. In the event of a spill or leakage, SERVICE CENTER shall, at its own expense, clean up SITE and impacted area in accordance with applicable laws and regulations.

3. RESPONSIBILITIES OF COUNTY.

A. COUNTY hereby provides equipment listed on Exhibit A to SERVICE CENTER.

B. At its expense, COUNTY shall be responsible for program promotion and distribution of promotional materials.

C. At its expense, COUNTY shall have a vendor perform routine, periodic inspections of equipment provided to SERVICE CENTER and perform maintenance or repairs as needed.

4. TERMINATION. At its discretion and without having to show any cause or provide any reason whatsoever, either party may terminate this AGREEMENT at any time, including during the term of this AGREEMENT, upon sixty (60) days advanced written notice served upon the other party. In the event of termination by either party, paragraph 5 shall apply. In the event SERVICE CENTER terminates its business or terminates oil collection for a period longer than thirty (30) consecutive days or is unable to continue the AGREEMENT, it shall notify COUNTY Director of Public Works, or his designee, in writing, and unless the parties otherwise agree in writing, the provisions of paragraph 5 hereof shall apply even if neither party sends a notice of termination.

5. DISPOSITION OF LEASED PROPERTY. If this AGREEMENT is terminated by either

party, or if SERVICE CENTER ceases its business or ceases being a used oil collection service center, COUNTY, at its sole option, may direct SERVICE CENTER to do one or more of the following with respect to disposition of items of property (Exhibit A) leased to SERVICE CENTER:

A. That such items, or any of them, be returned by SERVICE CENTER to COUNTY or to COUNTY's designee in good operational condition, at a time and place designated by COUNTY and prior to such return that such items be cleaned of any residual dirt, oil, or other contaminants, all at the expense of SERVICE CENTER; or,

B. That such items, or any of them, be retained by SERVICE CENTER and that ownership of such items be transferred to SERVICE CENTER. COUNTY shall have the option to sell such items, or any of them, to SERVICE CENTER for the total sum of \$1.00, payable by SERVICE CENTER, for whatever items COUNTY chooses to sell to SERVICE CENTER.

C. COUNTY shall have the right to repossess the property without legal process free from all rights of SERVICE CENTER. COUNTY shall have the right to enter any premises where the property is located and repossess and remove it. SERVICE CENTER hereby waives any right of action it may have arising out of such entry and repossession, and releases COUNTY and its officers, employees, servants, and agents of any claim from trespass or damage caused by reason of such entry, repossession, or removal.

D. SERVICE CENTER shall provide written authorization in a form acceptable to COUNTY from the Authorized Agent giving COUNTY permission to enter the property to retrieve all equipment leased to SERVICE CENTER.

6. ACCIDENT, LOSS, OR DAMAGE.

A. Notification to COUNTY. If any equipment or leased equipment covered by this AGREEMENT is damaged, lost, stolen, or destroyed, or if any person is injured or dies as a result of its operation, use, maintenance, or possession, SERVICE CENTER shall promptly notify COUNTY Director of Public Works or his designee of the occurrence, and shall file all necessary accident reports, including those required by law and those required by the insurers of the equipment.

B. SERVICE CENTER, its employees, and agents shall cooperate fully with COUNTY under this AGREEMENT in the investigation and defense of any and all claims or suits. SERVICE CENTER shall promptly deliver to COUNTY for its information all papers, notices, and documents served on or delivered to SERVICE CENTER, its employees, or its agents in connection with any claim, suit, action, or proceeding at law or in equity commenced or threatened against SERVICE CENTER, COUNTY, or both concerning the leased equipment.

7. MISCELLANEOUS PROVISIONS.

A. COUNTY is not assuming any liability for the payment of any salary, wage or other compensation to any person employed by SERVICE CENTER performing services hereunder for COUNTY, or to pay any other expenses whether or not related to the operation of SERVICE CENTER.

B. SERVICE CENTER is and shall always remain to COUNTY a wholly independent contractor. Neither COUNTY nor any of its officers, employees, servants or agents shall have control over the conduct of SERVICE CENTER or any of SERVICE CENTER officers, employees, or agents. SERVICE CENTER shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner employees of COUNTY.

C. At the time of termination of this AGREEMENT, copies of all original documents, signage, reports, calculations, diskettes, computer files, notes, and other related materials whether prepared by SERVICE CENTER or their subcontractor(s) or any documents obtained while providing the services to be performed pursuant to this AGREEMENT shall be provided to COUNTY unless otherwise agreed.

D. All activities arising out of or relating to the performance of the AGREEMENT shall be at the risk of SERVICE CENTER. To the fullest extent permitted by law, SERVICE CENTER shall hold harmless, indemnify, and defend (at COUNTY's request) COUNTY and its boards, agencies, departments, officers, employees, servants and agents (collectively, "Indemnitee"), from and against any and all claims, suits, actions, legal or administrative proceedings, judgments, debts, demands, damages, including but not limited to death or injury to any person and injury to any property, liability, loss, costs or attorneys' fees and expenses, arising directly or indirectly, in whole or in part from any act, omission, fault or negligence of SERVICE CENTER, and any of its subcontractors or Indemnitee in the performance of this AGREEMENT, except such damage as is caused by the sole negligence of Indemnitee.

E. COUNTY does not, and shall not, waive any rights that it may have against SERVICE CENTER because of the acceptance by COUNTY, or the deposit with COUNTY, of any insurance policy or certificate. This hold harmless and indemnification provision shall apply regardless of whether or not said insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense described in Paragraph D hereof.

F. SERVICE CENTER shall provide workers' compensation insurance as required by the California Labor Code. If any class of employees engaged by SERVICE CENTER in work under this AGREEMENT is not protected by the workers' compensation law, SERVICE CENTER shall provide adequate insurance for the protection of such employees to the satisfaction of COUNTY prior to execution of this AGREEMENT.

G. SERVICE CENTER shall not assign this AGREEMENT, or any of the rights, duties or obligations hereunder. It is understood and acknowledged by the parties that SERVICE CENTER is uniquely qualified to perform the services provided for in this AGREEMENT.

H. This AGREEMENT constitutes the entire AGREEMENT of the parties concerning the subject matter hereof and all prior Agreements or understandings, oral or written, are hereby superseded herein. This AGREEMENT shall not be amended in any way except by a writing expressly purporting to be such an amendment, signed and acknowledged by both of the parties hereto.

I. Should interpretation of this AGREEMENT, or any portion thereof, be necessary, it is deemed that this AGREEMENT was prepared by the parties jointly and equally, and shall not be interpreted against either party on the ground that the party prepared the AGREEMENT or caused it to be prepared.

J. No waiver of any provision of this AGREEMENT shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding, unless executed in writing by the party making the waiver.

K. This AGREEMENT is made, entered into, executed in Ventura County, California, and any action pertaining to this action shall be filed in the applicable court in Ventura County, California.

L. The captions and headings of the various Articles and Paragraphs of this AGREEMENT are for convenience and identification only and shall not be deemed to limit or define the content of the respective Articles and Paragraphs hereof.

M. COUNTY makes no implied or express warranty with respect to equipment listed in Exhibit A. SERVICE CENTER's sole remedy for defective or inadequate equipment shall be against the manufacturer, or other supplier of such equipment to COUNTY, if such manufacturer or supplier provides such warranty. Upon request by SERVICE CENTER, COUNTY shall transfer whatever warranty rights it may have to SERVICE CENTER.

COUNTY OF VENTURA:

SERVICE CENTER:

Jeff Pratt
Director, Public Works

Robert Cabral
Service Manager

Date

Date

Exhibit A

County-owned and Provided Equipment

11-TON PNEUMATIC OIL FILTER CRUSHER WITH STAND.	1 each	\$	3426.00
UL LISTED 1000 GALLON, SINGLE WALL STEEL TANK WITH BLACK EPOXY FINISH.	1 each	\$	2025.00
STATIONARY 1.5 HP, 110/220 VAC, 2.5:1 GEAR RATIO USED MOTOR OIL PUMP.	1 each	\$	2530.00
HIGH LEVEL POSITIVE SHUT-OFF ALARM SYSTEM.	1 each	\$	750.00
CONTAINMENT CABINET WITH LID.	1 each	\$	650.00
OIL EVACUATION HOOK UP KIT.	1 each	\$	765.00
1 ½ inch "Y" STRAINER.	1 each	\$	70.00
1 ½ inch "Y" STRAINER SCREEN.	1 each	\$	0.00
HOSE RETRACTOR WITH 20-foot x 1 ½ inch SUCTION HOSE.	1 each	\$	439.00
WAND EVACUATION HOOK UP KIT.	1 each	\$	225.00
15-minute SPRING WOUND TIMER.	1 each	\$	50.00
		TOTAL:	<u>\$ 10,930.00</u>