

**Contract Number**

15-833 A2

**SAP Number**

**Board Governed County Service Area 70 D-1**

<b>Department Contract Representative</b>	Terry W. Thompson, Director
<b>Telephone Number</b>	(909) 387-5000
<b>Contractor</b>	Arrowhead Lake Association
<b>Contractor Representative</b>	Mike Pate
<b>Telephone Number</b>	(951) 533-2738
<b>Contract Term</b>	11/3/2015 – 04/30/2031
<b>Original Contract Amount</b>	\$308,814
<b>Amendment Amount</b>	\$230,296
<b>Total Contract Amount</b>	\$539,110
<b>Cost Center</b>	1301351408
<b>GRC/PROJ/JOB No.</b>	52003346
<b>Grant Number (if applicable)</b>	

**IT IS HEREBY AGREED AS FOLLOWS:**

**WHEREAS**, County Service Area 70 D-1 (“DISTRICT”), as landlord, and Arrowhead Lake Association as (“LICENSEE”), entered into License Agreement, Contract No. 15-833 commencing on November 3, 2015, wherein DISTRICT licenses certain Premises, as more specifically described in the License, the real property located at DISTRICT owned land located MacKay Park Rd (Assessor Parcel No. 0330-011-46-0000) in Lake Arrowhead; and

**WHEREAS**, the DISTRICT and LICENSEE desires to amend the License Agreement to reflect a month-to-month holdover o from September 3, 2025 through April 30, 2026, with DISTRICT’s express consent, extend the term for five (5) years, by LICENSEE exercising the only remaining option available under Paragraph 2B, starting May 1, 2026 and expiring April 30, 2031 (“Second Extended Term”).

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions, the parties hereto agree that the License is amended as follows:

1. Pursuant to **Paragraph 11, HOLDING OVER**, LICENSEE shall, with DISTRICT’s express consent granted herein, use the Premises on a month-to-month holdover term from September 3, 2025 through April 30, 2026 for a total fee of \$25,696.
2. Effective May 1, 2026, DELETE in its entirety the existing **Paragraph 1, USE AND COMPENSATION**, and substitute therefore the following as a new **Paragraph 1, USE AND COMPENSATION**:

1. **USE AND COMPENSATION:**

A. The DISTRICT grants a license, including ingress and egress, for the Premises to LICENSEE for the purpose of storage of dredging materials (such as earth, decomposed granite and sand) and K-rail barricades. This License and the rights herein granted to LICENSEE shall be subject to the paramount rights of the DISTRICT, including, but not limited to, the right to cross over and/or occupy the Premises with any and all equipment necessary in the preservation of the real property without liability for any damages to LICENSEE's Facilities. LICENSEE's use of the Premises is further subject to conditions of operation as set forth in Exhibit "3", attached hereto and made a part hereof.

LICENSEE shall be solely responsible for ensuring that no hazardous substances are deposited or stored on the Premises and shall indemnify DISTRICT from any environmental liability arising from LICENSEE's activities.

B. In consideration for this License and the rights granted herein, LICENSEE shall pay to DISTRICT monthly rent in the amount of \$3,212, payable in advance on or before the first day of each month during the first year of the Second Extended Term. Beginning on each anniversary of May 1, 2026, the monthly rent shall increase by three percent (3%) annually. Monthly rent shall be paid in accordance with the schedule set forth below:

May 1, 2026 through April 30, 2027 for \$3,212 per month  
May 1, 2027 through April 30, 2028 for \$3,308 per month  
May 1, 2028 through April 30, 2029 for \$3,407 per month  
May 1, 2029 through April 30, 2030 for \$3,509 per month  
May 1, 2030 through April 30, 2031 for \$3,614 per month

C. Rent for any partial month shall be prorated based on the actual number of days of the month.

Remit Payment to: County Service Area 70 D-1  
222 W. Hospitality Lane, 2<sup>nd</sup> Floor  
San Bernardino, CA 92415-0450

D. If any monthly fee or other amounts are not paid when due and payable, LICENSEE shall pay to DISTRICT an additional amount of Fifty and 00/100 Dollars (\$50.00) for each overdue fee as an administrative processing charge. The parties agree that this administrative charge represents a fair and reasonable estimate of the costs that DISTRICT will incur by reason of late payment by LICENSEE. Acceptance of any administrative charge shall not constitute a waiver of LICENSEE's default with respect to the overdue amount or prevent DISTRICT from exercising any of the other rights and remedies available to DISTRICT. Fees not paid when due shall bear simple interest from date due at the rate of one and one-half percent (1½%) per month.

3. Effective May 1, 2026, DELETE in its entirety the existing **Paragraph 2, TERM**, and substitute therefore the following as a new **Paragraph 2, TERM**:

2. **TERM:** The extended term of this License shall be five (5) years, commencing May 1, 2026 and ending on April 30, 2031, unless earlier terminated ("Second Extended Term").

4. Effective May 1, 2026, DELETE in its entirety the existing **Paragraph 11, HOLDING OVER**, and substitute therefore the following as new **Paragraph 11, HOLDING OVER**

11. **HOLDING OVER:** If the LICENSEE continues using the Premises after the expiration of the then current term or after any earlier termination of this License, and if said use is with the express written consent of the DISTRICT, then LICENSEE shall be deemed to be on a month-to-month term subject to all the provisions of this License. Either party shall have the right to terminate the License on not

less than thirty (30) days prior written notice during such holdover. The DISTRICT's Director of Real Estate Services shall have the right to give notice of such termination on behalf of DISTRICT.

5. Effective May 1, 2026, DELETE in its entirety the existing **Paragraph 19, TERMINATION**, and substitute therefore the following as new **Paragraph 19, TERMINATION**

19. **TERMINATION**: Either party may terminate this License at any time by giving the other party written notice of any termination pursuant to this paragraph at least sixty (60) days prior to the date of termination. LICENSEE shall perform all necessary removals or relocation within said sixty (60) days. Upon termination under the provision of this Paragraph and under the provisions of Paragraph 10, **DEFAULT AND RIGHT TO TERMINATE**, LICENSEE shall return Premises to its original condition to the satisfaction of DISTRICT.

6. Effective as of the date this Amendment is fully executed by the Parties, ADD in its entirety **Paragraph 46, LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE** and **EXHIBIT "5", Levine Act Campaign Contribution Disclosure** incorporated and attached herein, which new **Paragraph 46** shall read as follows:

46. **LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE**: LICENSEE has disclosed to the District using "Exhibit 5" – LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE, whether it has made any campaign contributions of more than \$500 to any member of the Board of Directors Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of LICENSEE's proposal to the DISTRICT, or (2) 12 months before the date this License was approved by the Board of Supervisors. LICENSEE acknowledges that under Government Code section 84308, LICENSEE is prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer for 12 months after the DISTRICT's consideration of the License.

In the event of a proposed amendment to this License, the LICENSEE will provide the DISTRICT a written statement disclosing any campaign contribution(s) of more than \$500 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the LICENSEE or by a parent, subsidiary, or otherwise related business entity of LICENSEE.

7. This Second Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Second Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Second Amendment (whether by facsimile, PDF, or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Second Amendment upon request.

8. All other provisions and terms of the License shall remain the same and are hereby incorporated by reference. In the event of conflict between the License and this Second Amendment, the provisions and terms of this Second Amendment shall control.

**END OF SECOND AMENDMENT**

COUNTY SERVICE AREA 70 D-1 – LAKE  
ARROWHEAD

LICENSEE: Arrowhead Lake Association

*(Print or type name of corporation, company, contractor, etc.)*

►  
\_\_\_\_\_  
Dawn Rowe, Chair

By ► \_\_\_\_\_  
*(Authorized signature - sign in blue ink)*

Dated: \_\_\_\_\_  
SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

Name \_\_\_\_\_  
*(Print or type name of person signing contract)*

Lynna Monell  
Clerk of the Board

Title \_\_\_\_\_  
*(Print or Type)*

By \_\_\_\_\_  
Deputy

Dated: \_\_\_\_\_

Address 870 CA-173

Lake Arrowhead, CA 92352

**FOR COUNTY USE ONLY**

Approved as to Legal Form

Reviewed for Contract Compliance

Reviewed/Approved by Department

►  
\_\_\_\_\_  
John Tubbs II, Deputy County Counsel

►  
\_\_\_\_\_

►  
\_\_\_\_\_  
John Gomez, Real Property Manager, RESD

Date \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

## EXHIBIT "3"

### CONDITIONS OF OPERATIONS

1. All stockpiling operations will cease at least one hour prior to dusk, and all machinery shall be cleared of brush, and debris.
2. Operations that require heavy, noisy equipment, such as backhoes, loaders, etc. can only operate after 8:00 A.M.
3. No nighttime operations, except for office work or work that does not require out-of-doors work, will be permitted, unless on an emergency basis to be approved by the Fire Marshal and Special Districts Regional Manager.
4. No permanent site lighting. Temporary lighting can be used on a limited basis based on approval of emergency nighttime operations as stated in item three (3) of this Exhibit "3".
5. Welding and machine repair is to be conducted in the early morning hours.
6. Site shall be accessible to the County Fire Marshal and other regulatory agencies at all times.
7. Reserved
8. No on-site, outside storage or handling of flammable liquids, hazardous materials, oils lubricants, or antifreeze.
9. Maintain a 25-foot-wide clearance on each side of the centerline of the common access road within each area.
10. Provide a 2,000-gallon portable, stationary, water tank on site, per County Fire requirements.
11. All storage of wood and other combustible materials shall conform to the Uniform Fire Code, Article 30, and shall adhere to the following:
  - a. The distance between piles of combustible material storage shall be 30' at the base.
  - b. Combustible material storage shall not exceed twenty (20') feet in height from the bottom of the combustible materials.
  - c. Combustible material storage shall be no closer than ten (10') feet to any fence or other obstruction.
  - d. Clear/unobstructed access shall be maintained between any combustible material and water tank or water source.
  - e. A fire department Knox entry lock system shall be installed on all entrance gates.
  - f. A property identifier shall be posted and clearly visible from the access road displayed with reflective 6" or higher lettering.
12. Licensee shall ascertain and comply with the requirements of all State, County and Local agencies as applicable to the project area. They include, but are not limited to: County Department of Public Health Environmental Health Services, Land Use Services-Building and Safety/Code Enforcement, Public Works, Flood Control District, and Fire, as well as State agencies that include the State Fire Marshal, Regional Water Quality Control, and South Coast Air Quality Management District.

13. All Landscaping, fuels modification measures, fencing and structures shall be maintained regularly by the applicant, so that all facets of the development are kept in continual good repair. All trash and storage areas, loading areas, mechanical equipment shall be screened from public view, to the extent feasible. The property shall be maintained so that it is not dangerous to the health and welfare of the surrounding properties. Fuel modification shall be performed on an as-needed basis, as determined by the Fire Marshal.
14. If any County enforcement activities are required to enforce compliance with the conditions of operation, the operator shall be charged for such enforcement activities in accordance with the San Bernardino County Code Schedule of Fees.
15. The on-site sanitary facilities shall be maintained so as not to create a public nuisance and shall be serviced by a qualified operator. For information call DEHS/Wastewater Section.
16. All refuse generated at the premises shall at all times be stored in approved containers and shall be placed in a manner so that visual, noise, or other impacts and environmental health nuisances are minimized and complies with San Bernardino County Code Chapter 8, Section 33.081 et. seq. For information, call DEHS/Local Enforcement Agency.
17. All refuse containing garbage shall be removed from the premises at least two times per week to an approved solid waste facility, in conformance with San Bernardino County Code Chapter 8, Section 33.081 et. seq.
18. The operator shall be responsible for maintaining access to the site, including but not limited to any grading or snow removal that may be required. Operators shall maintain clear access throughout the site with appropriate turn-around space, as required by the Fire Marshal.

## EXHIBIT "5"



### Levine Act – Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439)

The following is a list of items that are not covered by the Levine Act. A Campaign Contribution Disclosure Form will not be required for the following:

- Contracts that are competitively bid and awarded as required by law or County policy
- Contracts with labor unions regarding employee salaries and benefits
- Personal employment contracts
- Contracts under \$50,000
- Contracts where no party receives financial compensation
- Contracts between two or more public agencies
- The review or renewal of development agreements unless there is a material modification or amendment to the agreement
- The review or renewal of competitively bid contracts unless there is a material modification or amendment to the agreement that is worth more than 10% of the value of the contract or \$50,000, whichever is less
- Any modification or amendment to a matter listed above, except for competitively bid contracts.

#### **DEFINITIONS**

Actively supporting or opposing the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

**LICENSEE must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.**

1. Name of LICENSEE: ARROWHEAD LAKE ASSOCIATION
2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?  
 Yes  If yes, skip Question Nos. 3-4 and go to Question No. 5      No
3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: N/A
4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s):  
ALA IS A 501(C)(7)
5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship

6. Name of agent(s) of LICENSEE:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and/or Agent(s):

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name

9. Was a campaign contribution, of more than \$500, made to any member of the San Bernardino County Board of Supervisors or other County elected officer involved with this Contract within the prior 12 months, by any of

the individuals or entities listed in Question Nos. 1-8?

No

Yes  If **yes**, please provide the contribution information in Question 11.

10. Has an agent of LICENSEE made a campaign contribution of any amount to any member of the San Bernardino County Board of Supervisors or other elected officer involved with this Contract while award of this Contract is being considered?

No  If no, please skip question 11.

Yes  If **yes**, please provide the contribution information in Question 11.

11. Name of Board of Supervisor Member or other County elected officer: \_\_\_\_\_

Name of Contributor: \_\_\_\_\_

Date(s) of Contribution(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing the Contract, LICENSEE certifies that the statements made herein are true and correct. LICENSEE acknowledges that agents are prohibited from making any campaign contributions, regardless of amount, to any member of the Board of Supervisors or other County elected officer involved with this Contract, while award of this Contract is being considered and for 12 months after a final decision by the District. LICENSEE understands that the other individuals and entities (excluding agents) listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer involved with this Contract, while award of this Contract is being considered and for 12 months after a final decision by the District.