

SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT

LICENSE AGREEMENT

LICENSEE: ANGELUS OAKS FIRE SAFE COUNCIL

DISTRICT: SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT

**PREMISES: FIRE STATION 98, 5766 FRONTAGE RD, ANGELUS OAKS, CA 92305
(APN NO. 0305-07-220-0000)**

TERM OF LICENSE: FIVE (5) YEARS

OPTIONS: THREE (3) FIVE-YEAR OPTIONS

COMMENCEMENT DATE OF LICENSE: JUNE 23, 2026

REVENUE PER YEAR: \$0.00

DISTRICT CONTRACT NUMBER: TBD

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LICENSE AGREEMENT

1. **PARTIES:** This license is made between San Bernardino County Fire Protection District ("DISTRICT") as lessor, and the Angelus Oaks Fire Safe Council (AOFSC) (jointly and severally "LICENSEE") as LICENSEE, who agree as follows
2. **PREMISES LICENSED:** DISTRICT licenses to LICENSEE and LICENSEE licenses from DISTRICT Fire Station No. 98, consisting of approximately 1,000 square feet of land (APN No. 0305-07-220-0000), real property and other improvements, at 5766 Frontage Rd, Angelus Oaks, CA 92305; as more particularly described in Exhibit "A", Premises Description.
3. **TERM:** This license shall commence upon full execution and continue thereafter for five (5) years from the commencement date ("Term"). In the event the Term commences prior to the date specified for the commencement of the Term as a result of DISTRICT making the Premises available and LICENSEE's acceptance of an "As Is" condition, the early possession of the Premises shall be granted, and the ending date of the Term shall remain the same.
4. **OPTION TO EXTEND:** DISTRICT gives LICENSEE the option to extend the term of the license on the same provisions and conditions, for three (3) five-year periods ("extended terms") following expiration of the initial term, provided that at the time of exercise of the applicable option, LICENSEE is not in default with respect to any of the terms, covenants or conditions to be observed or performed by LICENSEE hereunder, by LICENSEE giving written notice of exercise of the option to DISTRICT at least six (6) months, but not more than twelve (12) months, prior to the expiration of the preceding term.
5. **RENT:** LICENSEE shall pay DISTRICT the annual rental amount of Zero Dollars (\$0.00).
6. **RETURN OF PREMISES:** LICENSEE agrees upon any termination of this license, LICENSEE will return the Premises in as good condition and repair as the Premises now are or shall hereafter be put; reasonable wear and tear excepted.
7. **USE:** This license is limited to LICENSEE's 24-hour fire life safety storage and emergency response services. LICENSEE shall not use the Premises for any other purpose.
8. **HEALTH, SAFETY AND FIRE CODE REQUIREMENTS:** As a condition precedent to the existence of this license, LICENSEE at its sole expense will ensure the Premises meet the applicable requirements of the Health, Safety, Fire and Building Codes, including any requirements for a notice of completion, certificate of occupancy and the Americans with Disabilities Act ("ADA"). Should the continued occupancy of the licensed Premises be in any way prejudiced or prevented due to changes in the ADA or the Health, Safety or Fire Codes, LICENSEE herein shall correct, update and comply with said changes at LICENSEE's cost.
9. **SIGNS:** LICENSEE will display from the windows and/or fence of the Premises only such sign or signs as are not prohibited by law, and which are approved by DISTRICT.
10. **MAINTENANCE:**
 - A. DISTRICT at its cost shall maintain in good condition all portions of the Premises, including but not limited to the following:
 - (1) The grounds, including all parking areas and outside lighting, grass, trees, shrubbery and other flora, and;
 - B. DISTRICT at its cost shall repair the Premises if they are damaged by (1) causes over which LICENSEE has no control; (2) acts or omissions of DISTRICT or its authorized representatives. LICENSEE at its cost shall repair the Premises if they are damaged by causes over which LICENSEE has control. LICENSEE shall also be solely responsible for providing and maintaining access to its storage containers, including, without limitation, the removal of snow and ice and clearing a safe path of travel to such containers.

C. LICENSEE shall have ten (10) days after notice from DISTRICT to perform its obligation under this paragraph, except that LICENSEE shall perform its obligations immediately if the nature of the problem presents a material hazard or emergency. Provided, however, if the nature and/or extent of LICENSEE's obligation is such that more than ten (10) days are reasonably required to complete, then LICENSEE shall not be in default if LICENSEE commences its obligation within said ten (10) day period and thereafter diligently prosecutes its obligation to completion. If LICENSEE does not perform its obligations within the time limitations in this paragraph, DISTRICT after notice to LICENSEE can perform the obligations and have the right to be reimbursed for the sum it actually and reasonably expends (including charges for DISTRICT employees and equipment) in the performance of LICENSEE's obligations. Any notice or demand concerning a material hazard or emergency may be made orally, by telephone or otherwise, provided that written confirmation is given within five (5) days after the oral notice or demand is made. Such confirmation shall be made as provided in **Paragraph 18, NOTICES**.

11. **ALTERATIONS:** LICENSEE shall not make any structural, interior, exterior improvements or alterations to the Premises without DISTRICT's written consent. Any such alterations made shall remain on and be surrendered with the Premises on expiration or termination of the license.

12. **CONSTRUCTION AND PERMITS:** LICENSEE shall not construct, install, modify, or place any improvements, including storage containers, without prior written approval of DISTRICT. LICENSEE shall obtain, at its sole cost, all permits, approvals, and inspections required by applicable federal, state, and local laws, ordinances, and regulations, including but not limited to zoning, land use, building, fire, and environmental requirements. LICENSEE shall be solely responsible for any fines, penalties, or corrective actions resulting from its failure to comply with applicable laws. DISTRICT may require removal of any unpermitted or non-compliant improvements at LICENSEE's expense.

13. **UTILITIES:** DISTRICT shall furnish to the Premises and pay all service charges related to electricity.

14. **INDEMNIFICATION:** LICENSEE agrees to indemnify, defend (with counsel reasonably approved by DISTRICT) and hold harmless the DISTRICT and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the DISTRICT on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. LICENSEE's indemnification obligation applies to the DISTRICT's "active" as well as "passive" negligence but does not apply to the DISTRICT's "sole negligence" or "willful misconduct" within the meaning of Civic Code Section 2782.

15. **INSURANCE REQUIREMENTS AND SPECIFICATIONS:**

A. DISTRICT is a public entity and is self-insured.

B. LICENSEE agrees to provide insurance set forth in accordance with the requirements herein. If LICENSEE uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the LICENSEE agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the license hereunder. Without in anyway affecting the indemnity herein provided and in addition thereto, the LICENSEE shall secure and maintain throughout the contract term, the following types of insurance with limits as shown:

(1) **Workers' Compensation/Employers Liability** – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the LICENSEE and all risks to such persons under this license agreement.

If LICENSEE has no employees, it may certify or warrant to the DISTRICT that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the DISTRICT's Director of Risk Management.

If, LICENSEE is a non-profit corporation, organized under California or Federal law, volunteers for LICENSEE are required to be covered by Workers' Compensation insurance.

(2) Commercial/General Liability Insurance – The LICENSEE shall carry General Liability Insurance covering all operations performed by or on behalf of the LICENSEE providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- (a) Premises operations and mobile equipment.
- (b) Products and completed operations.
- (c) Broad form property damage (including completed operations).
- (d) Personal injury
- (e) Contractual liability.
- (f) \$2,000,000 general aggregate limit.

(3) Commercial Property Insurance providing all risk coverage for the licensed premises, building, fixtures, equipment and all property constituting a part of the premises. Coverage shall be sufficient to insure One Hundred percent (100%) of the replacement cost.

(4) Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

(5) Umbrella Liability Insurance - An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

C. If LICENSEE performs any construction of the Premises on behalf of the DISTRICT, LICENSEE shall also procure and maintain coverages as follows:

(1) For construction contracts for projects over One Million Dollars (\$1,000,000) and less than Three Million Dollars (\$3,000,000) require limits of not less than Three Million Dollars (\$3,000,000) in General Liability and Auto Liability coverage.

(2) For construction contracts for projects over Three Million Dollars (\$3,000,000) and less than Five Million Dollars (\$5,000,000) require limits of not less than Five Million Dollars (\$5,000,000) in General Liability and Auto Liability coverage.

(3) For construction contracts for projects over Five Million Dollars (\$5,000,000) and less than Ten Million Dollars (\$10,000,000) require limits of not less than Ten Million Dollars (10,000,000) in General Liability and Auto Liability coverage.

(4) Subcontractor Insurance Requirements. The LICENSEE agrees to require all parties or subcontractors, including architects or others it hires or contracts with related to the performance of this contract to provide insurance covering the contracted operation with the basic requirements for all contracts in B1 and the insurance sections for all contracts in B2, (including waiver of subrogation rights) and naming the DISTRICT as an additional insured. The LICENSEE agrees to monitor and review all such coverage and assumes all responsibility ensuring that such coverage is provided as required here.

(5) Course of Construction/Installation (Builder's Risk) property insurance providing all risk, including theft coverage for all property and materials to be used on the project. The insurance policy shall not have any coinsurance penalty.

D. Additional Insured – All policies, except for the Workers' Compensation policy, shall contain endorsements naming the DISTRICT and their officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the use under this license hereunder. The additional insured endorsements shall not limit the scope of coverage for the DISTRICT to vicarious liability but shall allow coverage for the DISTRICT to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

E. Waiver of Subrogation Rights – The LICENSEE shall require the carriers of required coverages to waive all rights of subrogation against the DISTRICT, their officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the LICENSEE and LICENSEE's employees or agents from waiving the right of subrogation prior to a loss or claim. The LICENSEE hereby waives all rights of subrogation against the DISTRICT.

F. Policies Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the DISTRICT.

G. Severability of Interests – The LICENSEE agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross-liability exclusions that preclude coverage for suits between the LICENSEE and the DISTRICT or between the DISTRICT and any other insured or additional insured under the policy.

H. Proof of Coverage – The LICENSEE shall furnish Certificates of Insurance to the San Bernardino Real Estate Services Department (RESA) administering the license evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to RESA, and LICENSEE shall maintain such insurance from the time LICENSEE commences use under the license hereunder until the end of the period of the license. Within fifteen (15) days of the commencement of this contract, the LICENSEE shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

I. Acceptability of Insurance Carrier – Unless otherwise approved by the DISTRICT Department of Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

J. Insurance Review – Insurance requirements are subject to periodic review by the DISTRICT. The DISTRICT's Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever the DISTRICT's Department of Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the DISTRICT. In addition, the DISTRICT's Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the DISTRICT, inflation, or any other item reasonably related to the DISTRICT's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this license. LICENSEE agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of RESA or DISTRICT to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of RESA or the DISTRICT.

K. Failure to Procure Insurance. All insurance required must be maintained in force at all times by LICENSEE. Failure to maintain said insurance, due to expiration, cancellation, etc., shall be cause for the DISTRICT to give notice to immediately suspend all LICENSEE's business activities on the Premises. Failure to reinstate said insurance within the (10) days of notice to do so shall be cause for termination and for forfeiture of this agreement, and/or DISTRICT, at its discretion, may procure or renew such insurance and pay any and all premiums in

connection therewith, and all monies so paid by DISTRICT shall be repaid by LICENSEE to DISTRICT upon demand but only for the pro rata period of non-compliance.

L. DISTRICT shall have no liability for any premiums charged for such coverage(s). The inclusion of DISTRICT as additional named insured is not intended to and shall not make a partner or joint venturer with LICENSEE in LICENSEE's operations.

M. LICENSEE agrees to require all parties or subcontractors, or others it hires or contracts with related to the use of this license to provide insurance covering such use with the basic requirements and naming the DISTRICT as additional insured. LICENSEE agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided as required herein.

16. **DESTRUCTION OF PREMISES:**

A. If during the Term of this license, any casualty renders twenty-five percent (25%) or less of the floor space of the licensed Premises unusable for the purpose intended, DISTRICT shall commence restoration of the Premises within sixty (60) days of notice of the casualty and shall thereafter complete restoration of the Premises within a reasonable time. If DISTRICT does not commence the restoration obligations of this subparagraph within the time limitation set forth, LICENSEE may thereafter terminate this license by written notice to DISTRICT at any time prior to DISTRICT commencing restoration.

B. If during the Term of this license, any casualty renders more than twenty-five percent (25%) but less than fifty percent (50%) of the floor space of the licensed Premises unusable for the purpose intended, DISTRICT, in its sole discretion, may either commence restoration of the Premises within ninety (90) days of notice of the casualty and shall thereafter complete restoration of the Premises within a reasonable time, or DISTRICT may terminate this license by written notice to LICENSEE. If DISTRICT does not commence the restoration obligations of this subparagraph within the time limitation set forth, LICENSEE may thereafter terminate this license by written notice to DISTRICT at any time prior to DISTRICT commencing restoration.

C. If during the Term of the license, any casualty renders fifty percent (50%) or more of the floor space of the licensed Premises unusable for the purpose intended, this license shall be terminated as of the date of the casualty. If the license is terminated pursuant to this subparagraph, LICENSEE shall have a reasonable time to vacate the Premises and shall not be required to pay rent during the reasonable time required to vacate the Premises.

D. In the event there is a destruction of a portion of the licensed Premises as set out in paragraphs "a" or "b" above, there shall be an abatement or reduction of the rent between the date of destruction and the date of completion of restoration or the date of termination of this license, whichever comes first. The abatement or reduction of the rent shall be in the percentage as the percentage of unusable floor space. Unusable floor space for the purpose of calculating the percentage of rent abatement or reduction shall include not only that floor space which is rendered unusable for the purpose intended by the casualty itself, but any additional floor space which is not usable for the purpose intended because of restoration or similar activities.

E. In the event there is a destruction of a portion of the licensed Premises as set out in paragraphs "a" or "b" above, and the license is not terminated because of such destruction, LICENSEE agrees to pay to DISTRICT any and all insurance proceeds received for said destruction for DISTRICT use in the restoration of the Premises.

F. It is the purpose and intent of this paragraph to determine who shall bear the initial responsibility for restoration of the Premises in the event of any such destruction and not to determine the party responsible for the ultimate costs of such restoration.

17. **DISTRICT'S ACCESS TO PREMISES:** DISTRICT and its authorized representatives shall have the right to enter the Premises at all reasonable times for any of the following purposes:

A. To determine whether the Premises are in good condition;

B. To do any necessary maintenance and to make any restoration to the Premises that DISTRICT has the right or obligation to perform.

C. To serve, post, or keep posted any notices required by law;

DISTRICT shall conduct its activities on the Premises as allowed in this paragraph in a manner that will cause the least possible inconvenience, annoyance, or disturbance to LICENSEE.

18. **NOTICES:** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person, including notices under the California unlawful detainer statutes, shall be in writing and either served personally or sent by prepaid, first-class mail. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated two (2) DISTRICT working days from the time of mailing if mailed as provided in this paragraph.

LICENSEE's address: Angelus Oaks Fire Safe Council
37666 Live Oak St,
Angelus Oaks, CA 92305

DISTRICT's address: San Bernardino County Fire Protection District
Real Estate Services Department
385 North Arrowhead Avenue, Third Floor
San Bernardino, CA 92415

19. **INCORPORATION OF PRIOR AGREEMENT:** This license contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this license, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose.

20. **WAIVERS:** No waiver by either party of any provisions of this license shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by either party of the same or any other provisions.

21. **AMENDMENTS:** No provision of this license may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successor in interest, expressing by its terms an intention to modify this license.

22. **SUCCESSORS:** This license shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto.

23. **SEVERABILITY:** If any word, phrase, clause, sentence, paragraph, section, article, part or portion of this license is or shall be invalid for any reason, the same shall be deemed severable from the remainder hereof and shall in no way affect or impair the validity of this license or any other portion thereof.

24. **TIME OF ESSENCE:** Time is of the essence of each provision of this license which specifies a time within which performance is to occur. In the absence of any specific time for performance, performance may be made within a reasonable time.

25. **QUIET ENJOYMENT:** Subject to the provisions of this license and conditioned upon performance of all the provisions to be performed by LICENSEE hereunder, DISTRICT shall secure to LICENSEE during the license Term the quiet and peaceful possession of the Premises and all right and privilege appertaining thereto.

26. **PROVISIONS ARE COVENANTS AND CONDITIONS:** All provisions, whether covenants or conditions, on the part of either party shall be deemed to be both covenants and conditions.

27. **CONSENT:** Whenever consent or approval of either party is required that party shall not unreasonably withhold or delay such consent or approval.

28. **EXHIBITS:** All exhibits referred to are attached to this license and incorporated by reference.

29. **LAW:** This license shall be construed and interpreted in accordance with the laws of the State of California.

30. **RESERVED:**

31. **ATTORNEYS' FEES AND COSTS:** If any legal action is instituted to enforce or declare any party's rights hereunder, including the prevailing party, must bear its own costs and attorneys' fees. This paragraph shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a party hereto and payable under **Paragraph 14, INDEMNIFICATION.**

32. **VENUE:** The parties acknowledge and agree that this license was entered into and intended to be performed in the Superior Court of the State of California, County of San Bernardino, San Bernardino District. The parties agree that the venue for any action or claim brought by any party to this license will be San Bernardino County Fire Protection District. Each party hereby waives any law, statute (including but not limited to Code of Civil Procedure section 394), or rule of court which would allow them to request or demand a change of venue. If any action or claim concerning this license is brought by any third party, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of the State of California, County of San Bernardino, San Bernardino District.

33. **CAPTIONS, TABLE OF CONTENTS AND COVER PAGE:** The paragraph captions, table of contents and the cover page of this license shall have no effect on its interpretations.

34. **SURVIVAL:** The obligations of the parties which, by their nature, continue beyond the Term of this license, will survive the termination of this license.

35. **RESERVED.**

36. **ESTOPPEL CERTIFICATES:** Each party within thirty (30) days after notice from the other party, shall execute and deliver to other party, in recordable form, a certificate stating that this license is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications. The certificate also shall state the amount of minimum monthly rent, the dates to which the rent has been paid in advance, the amount of any security deposit or prepaid rent, and that there are no uncured defaults or specifying in reasonable detail the nature of any uncured default claimed. Failure to deliver the certificate within thirty (30) days shall be conclusive upon the party requesting the certificate and any successor to the party requesting the certificate, that this license is in full force and effect and has not been modified except as may be represented by the party requesting the certificate, and that there are no uncured defaults on the part of the party requesting the certificate. The estoppel certificate shall be in the form provided by San Bernardino County Fire Protection District.

37. **RESERVED**

38. **ASSIGNMENT AND SUBLETTING:**

A. LICENSEE shall not voluntarily assign or encumber its interest in this license or in the Premises or any options contained in this license or sublicense, all or any part of the Premises, or allow any other person or entity (except LICENSEE's authorized representatives) to occupy or use all or any part of the Premises, without first obtaining DISTRICT's consent. Any assignment, encumbrance, or sublicense without DISTRICT's consent shall be voidable and, at DISTRICT's election, shall constitute a default. No consent to any assignment, encumbrance, or sublicense shall constitute a further waiver of the provisions of this paragraph.

(1) If LICENSEE is a partnership, a withdrawal or change, voluntary, involuntary, or by operation of law, of any partner, or the dissolution of the partnership, shall be deemed a voluntary assignment.

(2) If LICENSEE consists of more than one person, a purported assignment, voluntary, involuntary, or by operation of law, from one person to any other shall be deemed a voluntary assignment.

(3) If LICENSEE is a corporation, any dissolution, merger, consolidation, or other reorganization of LICENSEE, or the sale or other transfer of a controlling percentage of the capital stock of LICENSEE, or the sale of more than fifty percent (50%) of the value of the assets of LICENSEE, shall be deemed a voluntary assignment. The phrase "controlling percentage" means the ownership of, and the right to vote, stock possessing more than fifty percent (50%) of the total combined voting power of all classes of LICENSEE's capital stock issued, outstanding, and entitled to vote for the election of directors. This paragraph shall not apply to corporations the stock of which is traded through an exchange or over the counter.

B. LICENSEE immediately and irrevocably assigns to DISTRICT, as security for LICENSEE's obligations under this license, all rent from any subletting of all or a part of the Premises as permitted by this license, and DISTRICT, as assignee and as attorney-in-fact for LICENSEE, or a receiver for LICENSEE appointed on DISTRICT's application, may collect such rent and apply it toward LICENSEE's obligations under this license; except that, until the occurrence of an act of default by LICENSEE, LICENSEE shall have the right to collect such rent.

C. Fifty percent (50%) of all rent received by LICENSEE from its subLICENSEEes in excess of the rent payable by LICENSEE to DISTRICT under this license shall be paid to DISTRICT, or fifty percent (50%) of any sums to be paid by an assignee to LICENSEE in consideration of the assignment of this license or any option herein shall be paid to DISTRICT.

D. If LICENSEE requests DISTRICT to consent to a proposed assignment or subletting, LICENSEE shall pay to DISTRICT, whether or not consent is ultimately given, DISTRICT's reasonable costs incurred in connection with such request, including, but not limited to, reasonable attorney's fees.

E. No interest of LICENSEE in this license shall be assignable by operation of law (including, without limitation, the transfer of this license by testacy or intestacy). Each of the following acts shall be considered an involuntary assignment:

(1) If LICENSEE is or becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or institutes a proceeding under the Bankruptcy Act in which LICENSEE is the bankrupt; or, if LICENSEE is a partnership or consists of more than one person or entity, if any partner of the partnership or other person or entity is or becomes bankrupt or insolvent, or makes an assignment for the benefit of creditors;

(2) If a writ of attachment or execution is levied on this license;

(3) If, in any proceeding or action to which LICENSEE is a party, a receiver is appointed with authority to take possession of the Premises.

F. An involuntary assignment shall constitute a default by LICENSEE and DISTRICT shall have the right to elect to terminate this license, in which case this license shall not be treated as an asset of LICENSEE, unless the involuntary assignment is cured as follows:

(1) If a writ of attachment or execution is levied on this license, LICENSEE shall have ten (10) days in which to cause the attachment or execution to be removed.

(2) If any involuntary proceeding in bankruptcy is brought against LICENSEE, or if a receiver is appointed, LICENSEE shall have sixty (60) days in which to have the involuntary proceeding dismissed or the receiver removed.

(3) Except as provided in (1) and (2) above, LICENSEE shall have no right to cure any involuntary assignment.

39. **TERMINATION:** DISTRICT or LICENSEE may terminate this license by giving the other party sixty (60) days prior notice of the termination.

40. **FORMER DISTRICT OFFICIALS:** LICENSEE agrees to provide or has already provided information on former DISTRICT administrative officials (as defined below) who are employed by or represent LICENSEE. The information provided includes a list of former DISTRICT administrative officials who terminated DISTRICT employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of LICENSEE. For purposes of this provision, "DISTRICT administrative official" is defined as a member of the Board of Directors or such officer's staff, DISTRICT Administrative Officer or member of such officer's staff, DISTRICT department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit. (See Exhibit "B", List of Former DISTRICT Officials.)

41. **MISREPRESENTATIONS:** If during the course of the administration of this license, the DISTRICT determines that the LICENSEE has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the DISTRICT, this license may be immediately terminated. If this license is terminated according to this provision, the DISTRICT is entitled to pursue any available legal remedies.

42. **DISCLOSURE:** All information received by the DISTRICT from any source concerning this license, including the license itself, may be treated by the DISTRICT as public information subject to disclosure under the provisions of the California Public Records Act, Government Code section 6250 *et seq.* (the "Public Records Act"). LICENSEE understands that although all materials received by the DISTRICT in connection with this contract are intended for the exclusive use of the DISTRICT, they are potentially subject to disclosure under the provisions of the Public Records Act. In the event a request for disclosure of any part or all of any information which a LICENSEE has reasonably requested DISTRICT to hold in confidence is made to the DISTRICT, the DISTRICT shall notify the LICENSEE of the request and shall thereafter disclose the requested information unless the LICENSEE, within five (5) days of receiving notice of the disclosure request, requests nondisclosure, provides DISTRICT a legally sound basis for the nondisclosure, and agrees to indemnify, defend, and hold the DISTRICT harmless in any/all actions brought to require disclosure. LICENSEE waives any and all claims for damages, lost profits, or other injuries of any and all kinds in the event DISTRICT fails to notify LICENSEE of any such disclosure request and/or relicenses any information concerning the contract received from the LICENSEE or any other source.

43. **DEFAULT AND RIGHT TO TERMINATE:**

A. Definitions. A "Default" by LICENSEE shall refer to any failure by LICENSEE to observe, comply with or perform any of the terms, covenants, conditions or rules applicable to LICENSEE under this license. The term "Breach" shall refer to the occurrence of any one or more of the following Defaults, and, where a grace period for cure after notice is specified herein, the failure of LICENSEE to cure such Default prior to the expiration of the applicable grace period:

(1) LICENSEE's unexcused failure to conduct LICENSEE's business at the Premises in accordance with the terms of this license including but not limited to the failure to comply with the limitations of use of the Premises.

(2) Vacating the Premises without the evident intention to reoccupy same, an abandonment of the Premises, or notice of intent to abandon Premises expressed in written notice.

(3) LICENSEE's failure to make any payment of monthly rent, or any other monetary payment required to be made by LICENSEE hereunder as and when due, the failure of LICENSEE to provide DISTRICT with reasonable evidence of insurance or surety bond required under this license, or LICENSEE's failure to fulfill any obligation under this license which endangers or threatens life or property, where such failure continues for a period of three (3) days, or such reasonable time as agreed by DISTRICT, following written notice thereof by or on behalf of DISTRICT to LICENSEE.

(4) The failure by LICENSEE to provide DISTRICT with reasonable written evidence (in duly executed original form, if applicable) of any documentation or information which DISTRICT may reasonably require of LICENSEE under the terms of this license, where any such failure continues for a period of ten (10) days following written notice by or on behalf of DISTRICT to LICENSEE.

(5) A Default by LICENSEE as to any of the other terms, covenants, conditions or provisions of this license that are to be observed, complied with or performed by LICENSEE where such Default continues for a period of thirty (30) days after written notice thereof by or on behalf of DISTRICT to LICENSEE; provided, however, that if the nature of LICENSEE's Default is such that more than thirty (30) days are reasonably required for its cure, then it shall not be deemed to be a Breach of this license by LICENSEE if LICENSEE commences such cure within said thirty (30) day period and thereafter continuously and diligently prosecutes such cure to completion.

(6) A Default by LICENSEE as to the terms of any Approved Encumbrance, where such Default continues for a period of thirty (30) days after written notice thereof by or on behalf of DISTRICT;

(7) The occurrence of any of the following events: (a) the making by LICENSEE of an assignment for the benefit of creditors; (b) LICENSEE's becoming a "debtor" as defined in 11 U.S. Code Section 101 or any successor statute thereto (unless, in the case of a petition filed against LICENSEE, the same is dismissed within sixty (60) days); (c) the appointment of a trustee or receiver to take possession of substantially all of LICENSEE's assets located at the Premises or of LICENSEE's interest in this license, where possession is not restored to LICENSEE within thirty (30) days; or (d) the attachment, execution or other judicial seizure of substantially all of LICENSEE'S assets located at the Premises or of LICENSEE's interest in this license, where such seizure is not discharged within thirty (30) days.

(8) The discovery by DISTRICT that any financial statement of LICENSEE or of any guarantor, given to DISTRICT by LICENSEE or any guarantor, was materially false.

(9) If the performance of LICENSEE's obligations under this license is guaranteed: (a) the death of a Guarantor, (b) the termination of a Guarantor's liability with respect to this license other than in accordance with the terms of such guaranty, (c) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, or (d) a Guarantor's refusal to honor the guaranty, and LICENSEE'S failure, within sixty (60) days following written notice by or on behalf of DISTRICT to LICENSEE of any such event, to provide DISTRICT with written alternative assurances of security, which, when coupled with the then existing resources of LICENSEE, equals or exceeds the combined financial resources of LICENSEE and the Guarantors that existed at the time of execution of this license.

B. Remedies.

(1) Other than when a different time or remedy is specifically provided, such as for the payment of rent, if LICENSEE fails to perform any affirmative duty or obligation of LICENSEE under this license within ten (10) days after written notice to LICENSEE (or in case of an emergency, without notice), DISTRICT may at its option (but without obligation to do so), perform such duty or obligation on LICENSEE's behalf, including, but not limited to, the obtaining of reasonably required, insurance policies, or governmental licenses, permits or approvals. The costs and expenses of any such performance by DISTRICT shall be due and payable by LICENSEE to DISTRICT within ten (10) days of DISTRICT's demand.

(2) In the event of a Breach of this license by LICENSEE (as defined above), with or without further notice or demand, and without limiting DISTRICT in the exercise of any right or remedy which DISTRICT may have by reason of such Breach, DISTRICT may:

(a) Terminate LICENSEE's right to possession of the Premises by any lawful means, in which case this license and the term hereof shall terminate, and LICENSEE shall immediately surrender possession of the Premises to DISTRICT. In such event DISTRICT shall be entitled to recover from LICENSEE: (i) the worth at the time of the award of the unpaid rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the LICENSEE proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the Term after the time of award exceeds the amount of such rental loss that the LICENSEE proves could be reasonably avoided; and (iv) any other amount necessary to compensate DISTRICT for all the detriment

proximately caused by the LICENSEE's failure to perform its obligations under this license or which in the ordinary course of things would be likely to result therefrom, including, but not limited to, the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, and that portion of any leasing commission paid by DISTRICT in connection with this license and applicable to the unexpired term of this license. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco or the Federal Reserve Bank District in which the Premises are located at the time of award plus one percent (1%). DISTRICT's attempt to mitigate damages caused by LICENSEE's Default or Breach of this license shall not waive DISTRICT's right to recover damages under this Paragraph. If termination of this license is obtained through the provisional remedy of unlawful detainer, DISTRICT shall have the right to recover in such proceeding the unpaid rent and damages as are recoverable therein, or DISTRICT may reserve the right to recover all or any part thereof in a separate suit for such rent and/or damages.

(b) Continue the license and LICENSEE's right to possession in effect under California Civil Code Section 1951.4 after LICENSEE's Breach and recover the rent as it becomes due, provided LICENSEE has the right to sublet or assign, subject only to reasonable limitations. DISTRICT and LICENSEE agree that the limitations on assignment and subletting in this license are reasonable. DISTRICT's maintenance of the Premises or efforts to relet the Premises, or the appointment of a receiver to protect the DISTRICT's interest under this license, shall not constitute a termination of the LICENSEE'S right to possession.

(c) Pursue any other remedy now or hereafter available to DISTRICT under the laws or judicial decisions of the State of California.

(3) If, at any time LICENSEE is in default in monthly rent or fees or any other provision for forty-five (45) days, or if LICENSEE defaults on any provision(s) three (3) times within any twelve (12) consecutive months, DISTRICT may terminate this license on ten (10) days' notice.

C. Survival of Indemnity Provisions. The expiration or termination of this license and/or the termination of LICENSEE's right to possession shall not relieve LICENSEE from liability under any indemnity provisions of this license as to matters occurring or accruing during the Term or by reason of LICENSEE's occupancy of the Premises.

D. LICENSEE's Personal Property. Immediately upon termination of this license, LICENSEE covenants and agrees to remove all of LICENSEE's personal property, machinery or fixtures from the Premises. If LICENSEE fails to remove any such personal property, DISTRICT may remove such personal property and place the same in storage at the expense of LICENSEE and without liability to DISTRICT for losses. LICENSEE agrees to pay DISTRICT for all expenses incurred by DISTRICT in connection with the removal, and storage charges of LICENSEE's personal property, including attorney's fees and court costs. Alternatively, DISTRICT may at its option and on not less than ten (10) days written notice to LICENSEE sell all or any part of said personal property at public or private sale for such prices as DISTRICT may obtain. DISTRICT shall apply the proceeds of any such sale to the amounts due from LICENSEE under this license and to any expense incidental to such sale. Any surplus arising from such sale shall be refunded to LICENSEE.

E. No Waiver by DISTRICT. DISTRICT's receipt of any rent or of any other sum of money paid by LICENSEE after the termination and forfeiture of this license, or after the giving by DISTRICT of any notice to effect such termination, shall not waive the Default, reinstate, continue or extend the Term of this license, or destroy or impair the efficacy of DISTRICT's notice of termination, unless otherwise agreed in writing by DISTRICT. DISTRICT's acceptance of the keys to the Premises or any other act of the DISTRICT or its agents or employees during the Term of this license shall not be deemed to be an acceptance or a surrender of the Premises, unless otherwise agreed in writing by DISTRICT.

44. HOLDING OVER: If the LICENSEE continues in possession of the Premises after the expiration of the Term or after any termination of this license prior to the expiration of the Term, and if said occupancy is with the consent of the DISTRICT, then LICENSEE shall be deemed to be holding the Premises on a month-to-month tenancy subject to all the provisions of this license.

45. **INTERPRETATIONS:** As this agreement was jointly prepared by both parties, the language in all parts of this agreement shall be construed, in all cases, according to its fair meaning, and not for or against either party hereto.

46. **ENTIRE AGREEMENT:** This agreement, including recitals, constitutes a single, integrated contract, expressing the entire agreement and understanding of the parties concerning the subject matter of this agreement, and this agreement supersedes and replaces all prior understandings, negotiations, proposed agreements and agreements, whether oral or written, express or implied.

47. **LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE:** LICENSEE has disclosed to the DISTRICT using Exhibit C – Levine Act Campaign Contribution Disclosure, whether it has made any campaign contributions of more than \$500 to any member of the Board of Directors 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 Directors. 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 Directors 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 Directors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

48. **COUNTERPARTS:** This agreement 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 agreement. The parties shall be entitled to sign and transmit an electronic signature of this agreement (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 agreement upon request.

49. **AUTHORIZED SIGNATORS:** The parties to this license represent that the signators executing this license are fully authorized to enter into this agreement.

END OF LICENSE TERMS.

SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT

ANGELUS OAKS FIRE SAFE COUNCIL

By: _____
Dawn Rowe, Chair
Board of Directors

By: _____
Jerrie Crowell

Title: President

Date: _____

Date: _____

SIGNED AND CERTIFIED THAT
A COPY OF THIS DOCUMENT
HAS BEEN DELIVERED TO THE
CHAIR OF THE BOARD

By: _____
(name)

Title: _____

LYNNA MONELL, Secretary of the Board of
Directors

Date: _____

By: _____
Deputy

Date: _____

Approved as to Legal Form:

LAURA FEINGOLD, County Counsel
San Bernardino County, California

By: _____
John Tubbs II, Deputy County Counsel

Date: _____

EXHIBIT "A"

Premises Description



Container #	Owner
1	Angelus Oaks Volunteer Firefighters' Benevolent Association (AOVFBA)
2	Angelus Oaks Volunteer Firefighters' Benevolent Association (AOVFBA)
3	Angelus Oaks Volunteer Firefighters' Benevolent Association (AOVFBA)
4	Angelus Oaks Volunteer Firefighters' Benevolent Association (AOVFBA)
5	Angelus Oaks Fire Safe Council (AOFSC)
6	Greyback Community Emergency Response Team (GCERT)
7	Greyback Community Emergency Response Team (GCERT)
8	Greyback Community Emergency Response Team (GCERT)
9	Greyback Community Emergency Response Team (GCERT)
10	Angelus Oaks Fire Safe Council (AOFSC)

EXHIBIT "B"

LIST OF FORMER DISTRICT OFFICIALS

INSTRUCTIONS: List the full name of the former DISTRICT Administrative Official, the title/description of the Official's last position with the DISTRICT, the date the Official terminated DISTRICT employment, the Official's current employment and/or representative capacity with the LICENSEE, the date the Official entered LICENSEE's employment and/or representation.

OFFICIAL'S NAME:

REQUIRED INFORMATION



EXHIBIT "C"
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: ANGELUS OAKS FIRE SAFE COUNCIL

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: _____

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):

Jerrie Crowell

5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
N/A	

6. Name of agent(s) of LICENSEE:

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

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):
N/A		

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
N/A	

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 County. 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 County.