

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



ORIGINAL

Contract Number
23-1394

SAP Number

San Bernardino County Fire Protection District

| | |
|------------------------------------|---|
| Department Contract Representative | <u>Terry W. Thompson, Director</u> |
| Telephone Number | <u>(909) 387-5000</u> |
| Contractor | <u>United States of America</u> |
| Contractor Representative | <u>Jose G. Troncoso, SOF Scenario Planner</u> |
| Telephone Number | <u>760-380-8297</u> |
| Contract Term | <u>January 1, 2024 - December 31, 2027</u> |
| Original Contract Amount | <u>\$0</u> |
| Amendment Amount | <u>\$0</u> |
| Total Contract Amount | <u>\$0</u> |
| Cost Center | <u>590022442</u> |
| GRC/PROJ/JOB No. | <u>7900 4420</u> |
| Internal Order No. | <u></u> |

Briefly describe the general nature of the contract: This license agreement is for a total of approximately 9 acres of San Bernardino County Fire Protection property. The license agreement will allow the United States of America's Army to conduct training operations for the period of January 1, 2024 through December 31, 2027, at the following San Bernardino County Fire Protection District stations, Fire Station 11 located at 2929 El Mirage Road in El Mirage (APN 045712261), Fire Station 52 located at 39059 Kathy Lane in Harvard (APN 053911169), Fire Station 53 located at 72734 Baker Boulevard in Baker (APN 054429151), Fire Station 56 located at 37284 Flower Road in Hinkley (APN 049430103), and Fire Station 57 located at 83732 Trona Road in Trona (APN 048502107) for no cost or revenue.

FOR COUNTY USE ONLY

Approved as to Legal Form

John Tubbs II
John Tubbs II, Deputy County Counsel

Date 11-15-23

Reviewed for Contract Compliance

Date

Reviewed/Approved by Department

Lyle Ballard
Lyle Ballard, Real Property Manager, RESD

Date 11/16/23

DEPARTMENT OF THE ARMY LICENSE FOR LAND USE

1. License. This License made and entered into this day of _____ in the year 2023 by the San Bernardino County Fire Protection District and owner whose contact address is 157 W. 5th Street, San Bernardino, CA 92415 and whose interest in the property hereinafter described is that of owner/ manager/ agent for certain real property hereinafter called the Licensor or Grantor, and THE UNITED STATES OF AMERICA, hereinafter called the Government.

The parties hereto for the consideration hereinafter mentioned covenant and agree as follows:

2. Revocable License. The Licensor hereby grants a revocable license to enter into and upon the lands and Premises hereinafter described and as shown in Exhibit A, in order to conduct military training.

- Fire Station # 11 – 2929 El Mirage Rd. El Mirage, CA 92301
- Fire Station # 52 - 39059 Kathy Ln. Harvard, CA 92365
- Fire Station # 53 –72734 Baker Blvd. Baker, CA 92309
- Fire Station# 56 – 37284 Flower Rd. Hinkley, CA 92347
- Fire Station # 57 – 83732 Trona Rd. Trona, CA 93562

3. Term. This License shall be for a term beginning 01 January 2024 and terminating on 31 December 2027.

4. Compensation. Licensor provides this license to the Government at no direct costs.

5. Scope of Training Activities. The training event may include tactical movement of soldiers in and around the property, rotary wing military training, including but not limited to the following: Tactical approaches, tactical landings, hovering, fast Rope Insertion Extraction System (FRIES) training, loading and unloading of personnel and equipment, tactical take-offs and tactical departures utilizing military aircraft to include rotary wing. The specific training activities that will be conducted pursuant to this License will be discussed and agreed to between Licensor, through its Fire Chief or his designee, and the Government during the walkthrough, described in paragraph 6, below.

6. Joint Survey and Inspection. Prior to the Government's use of the Premises under this License, representatives of the Government and Licensor through its Fire Chief or his designee will conduct a joint survey and inspection of the Premises to observe the general condition of the buildings or facilities and to discuss any required preparations, the scope of training activities, and likely repairs by the Government, if any, that may be necessary as a result of the training. Subsequent to the training event, representatives of the Government and Licensor will conduct a second inspection to discuss cleanup and repair issues, if any.

7. Liability.

a. Government Liability to Licensor or Third Parties. The Government is responsible, under the terms of the Federal Tort Claims Act (FTCA), 28 U.S.C. §§ 1346(b), 2671-2680, or the Military Claims Act (MCA), 10 U.S.C. § 2733, as appropriate, to the Licensor and any third parties for any injury to persons or damage to property proximately caused by the wrongful or negligent acts or omissions of Government employees acting within the scope of their employment. The Government agrees to return the property to the Licensor in substantially the same condition it was in prior to the training event, unless otherwise agreed upon. The Government reserves the right to make repairs to the property that would return it to the Licensor in substantially the same condition that existed at the start of the License term. The right to make repairs should not be construed as a modification of the rights and obligations under the

FTCA or MCA. Licensor or injured third parties may use the FTCA or MCA to recover losses caused as a result of the training exercise that are not repaired or compensated for adequately by the Government using other means. The FTCA provides a means of recovery for wrongful or negligent acts by Government personnel. The MCA provides a means of recovery for damages or injuries by military personnel conducting non-combat activities, including training, that are not the result of negligent acts. In no case will the Government's liability exceed that allowable under applicable law, including the FTCA and MCA.

b. Licensor Liability to the Government. Licensor is not liable to the Government for damage or destruction of Government property or equipment, or injury or death of Government personnel. Licensor makes no representation that the Premises is suitable for the contemplated training. Government representatives will inspect and evaluate the suitability and safety of the Premises for the proposed training. The Government acknowledges that these Premises may contain hazardous conditions.

8. Contract Damages to Property. Licensor agrees to notify the Government of any damage to the Premises, beyond that discussed by the parties, within five (5) days of the expiration of the period outlined in paragraph 3, above. Failure to notify the Government within the five (5) day period constitutes a waiver of such damage claim. The Government agrees to negotiate a settlement within fifteen (15) days of notification of damage. Any payments by the Government under this License are subject to the availability of funds for such purpose.

9. Compliance with Laws. Government shall abide by all applicable laws, rules, and regulations of the United States of America, the State of California, the County of San Bernardino, or any other duly constituted public authority having jurisdiction.

10. Facsimile. The parties agree that a facsimile of this License bearing the signatures of the parties' representatives is valid for all purposes.

11. Notices. Government shall provide Licensor a 30-day notice prior to the Government's use of the Premises. Any notice under the terms of this License shall be in writing signed by a duly authorized representative of the party giving such notice, and if given by the Government shall be addressed to the Licensor at 157 W. 5th Street, San Bernardino, CA 92415 and if given by the Licensor shall be addressed to Commander, Special Operations Training Detachment West NTC, Fort Irwin, CA 92310.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date above written.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

SAN BERNARDINO COUNTY FIRE
PROTECTION DISTRICT

BY: *Dawn Rowe*
Dawn Rowe
Chair
San Bernardino County Board of Directors

DEC 19 2023

THE UNITED STATES OF AMERICA

BY: *Michael J Hitzner*
Michael J Hitzner
MAJ, SF
AOB-W (NTC) OIC

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

Lynna Monell
~~Clerk of the Board of Supervisors~~
San Bernardino County

BY: *Lynna Monell*
Deputy




Exhibit A - Premises

Fire Station 11 - 2929 El Mirage Rd. El Mirage, CA 92301



Exhibit A - Premises (Continued)

Fire Station 52 - 39059 Kathy Ln. Harvard, CA 92365

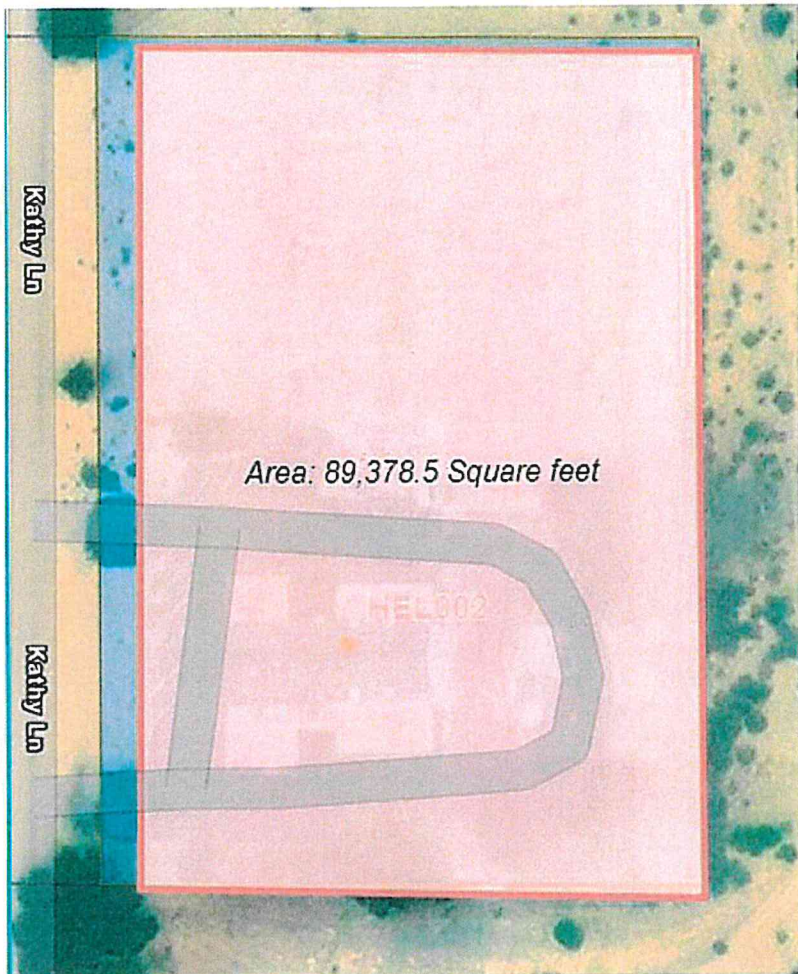


Exhibit A - Premises (Continued)

Fire Station 53 - 72734 Baker Blvd. Baker, CA 92309



Exhibit A - Premises (Continued)

Fire Station 56 - 37284 Flower Rd. Hinkley, CA 92347

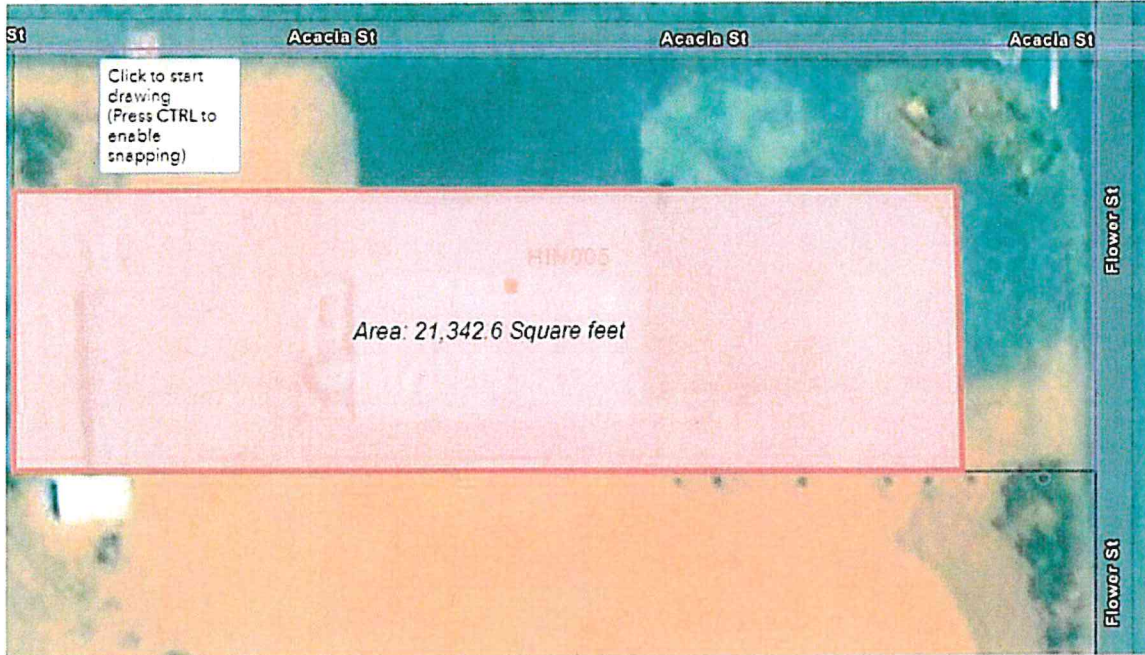


Exhibit A - Premises (Continued)

Fire Station 57 - 83732 Trona Rd. Trona, CA 93562

