

**COUNTY OF SAN DIEGO
LICENSE FOR USE OF COUNTY
FACILITIES AND PROPERTY**

This license agreement (“License”), dated 3/22/22 for purposes of reference only, is entered into between the County of San Diego, a political subdivision of the State of California (“County”), and Palomar Mountain Volunteer Fire Department dba Palomar Mountain Community Fire Association 501(c)(3) (“Licensee”).

RECITALS

- A. Licensee wishes to use a portion of a County-leased property (“Property”) defined in Section 1, Premises, for community meetings.
- B. County is willing to permit Licensee to use the Property subject to the terms and conditions contained in this License.

LICENSE

1. Premises. Licensee may use the approximately 2,000 square foot Community Center located 21610 Crestline Road, Palomar Mountain, California (“Premises”) and further described in EXHIBIT “A” DESCRIPTION OF PREMISES of this License.

2. Term. The term (“Term”) of this License commences upon full execution by both parties and expires Sixty (60) months after the commencement date. This License may also be terminated by County or Licensee at any time, upon Thirty (30) days written notice of termination to Licensee.

3. Use. Licensee may use the Premises community meetings.

4. Access. Licensee shall not impede the flow of vehicular traffic on, or restrict public access to or from, the Property. Licensee shall not interfere with County operations at the Property or Premises. When on the Property and Premises, Licensee and Licensee’s guests and invitees shall drive only on established roadways and driveways.

5. License. This License is not a lease, does not create or convey an easement and does not convey any interest or estate in real property to Licensee. County may terminate this License at any time during the Term. County may enter the Premises covered by this License at any time during the Term.

6. Insurance. Licensee shall submit the following insurance information to County within ten (10) days prior to the Commencement Date of this License along with certificates of insurance and appropriate separate endorsements to the actual insurance policy, evidencing that Licensee has obtained for the term of this License, at its sole expense, insurance in the forms of coverage and minimum amounts specified below from insurance carriers with a Best's Rating of not less than A, VII or company of equal financial stability as approved by County's Risk Management Division.

- a. An occurrence policy of Commercial General Liability insurance including Premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability insuring Licensee against liability for bodily injury, personal injury or property damage arising out of or in connection with Licensee's use of the Premises under this License of not less than \$2,000,000 per occurrence and \$4,000,000 general aggregate. The County of San Diego, its officers, agents, employees, and volunteers shall be added as Additional Insured by separate endorsement to the Contractor's insurance (at least as broad as ISO from CG 2010 11 85 or **both** CG 2010, CG 2026, CG 2033, or CG 2038; **and** CG 2037 forms if later revisions used).
- b. Statutory Workers' Compensation, as required by State of California and Employer's Liability at \$1,000,000 each accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of County of San Diego.
- c. Comprehensive Automobile Liability covering all owned, non-owned and hired vehicles for bodily injury and property damage of not less than \$1,000,000 each accident.
- d. Certificates of insurance provided by Licensee must evidence that the insurer providing the policy will give County written notice of cancellation in accordance with the policy provisions, at the address shown in Section 15, before any cancellation, lapse, reduction or other adverse change in the insurance.

If the licensee maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. As a requirement of this contract, any available insurance proceeds in excess of the specified minimum limits and coverage stated above, shall also be available to the County of San Diego.

8. Defense and Indemnity. To the fullest extent permitted by law, County shall not be liable for, and Licensee shall defend and indemnify County and its elected officials, officers, agents, employees and volunteers (collectively, "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (collectively, "Claims"), that arise out of or are in any way connected to this License or Licensee's use of the Premises arising either directly

or indirectly from any act, error, omission or negligence of Licensee or its officers, employees, agents, contractors, licensees, servants, guests or invitees including, without limitation, Claims caused by the sole passive negligent act or the concurrent negligent act, error or omission, whether active or passive, of County Parties. Licensee shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that the Claim was caused by the sole active negligence or willful misconduct of County Parties.

9. Maintenance, Cleanup and Repair. Licensee shall conduct its operations in an orderly manner and shall leave the Premises in as clean and good a condition as when Licensee entered the Premises pursuant to this License. If Licensee damages any County property or facilities or incurs excessive cleanup of the Premises, Licensee shall promptly inform the Director and shall promptly reimburse the County for the full costs that County incurs to repair the damage or replace the item.

10. Alterations by Licensee: Licensee, at its own expense, may make any and all alterations or improvements, or install any furniture, fixtures, or equipment necessary or desirable for its intended use of the premises, provided, however, Licensee may not make any structural alterations, HVAC alterations, or any other alterations in excess of \$7,500, without County's prior consent. Any fixtures or improvements installed by Licensee shall be and remain the property of Licensee. Licensee shall have the right to remove its fixtures and improvements prior to the expiration or earlier termination of this License at its sole cost and expense, provided that any damage to County property is repaired. At the option of the Licensee, upon the expiration or earlier termination of the lease, Licensee may abandon said fixtures and improvements in place and said fixtures and improvements will become the property of The County.

11. Storage. At the end of each event, Licensee shall remove all equipment, vehicles and debris from the Premises, such that the Premises are returned to the County in the same condition that existed before the event. Licensee shall not store or leave any personal property or equipment on or in the Premises without obtaining the prior written consent of the Director.

12. License on Site. Licensee shall have a copy of this License available at all times when Licensee is using the Premises. Licensee shall show a copy of this License to County staff upon request.

13. Compliance with Stormwater Laws. Licensee's use of the Premises is subject to all present or future federal, state and local laws, statutes, regulations, ordinances, policies, guidelines and orders ("Stormwater Laws") regarding the discharge of pollutants into the stormwater conveyance system. Licensee's compliance with Stormwater Laws may include requirements for Licensee to develop, install, implement and maintain pollution prevention measures, source control measures and Best Management Practices ("BMPs"). BMPs can

include operational practices, water or pollutant management practices, physical site features, or devices to remove pollutants from stormwater, to affect the flow of stormwater or to infiltrate stormwater to the ground. BMPs applicable to Licensee's use of the Premises may include a requirement that all materials, wastes or equipment with the potential to pollute urban runoff be stored in a manner that either prevents contact with rainfall and stormwater, or contains contaminated runoff for treatment and disposal. Licensee is required to, and shall use, operate, maintain, develop, redevelop and retrofit the Premises, as necessary, in accordance with Stormwater Laws restricting the discharge of non-stormwater at or from the Premises, and Stormwater Laws requiring pollution prevention measures, source control measures, or the installation or use of BMPs. Licensee shall develop, install, implement and/or maintain at Licensee's sole cost and expense, any BMPs or similar pollution control devices required by Stormwater Laws and any implementing regulations or guidance.

Licensee understands and acknowledges that the Stormwater Laws applicable to Licensee's use of the Premises may be changed from time to time by federal, state and/or local authorities, and that additional requirements may become applicable based on changes in Licensee's activities or development or redevelopment by Licensee or County. Licensee shall conduct stormwater training and perform regular stormwater self-inspections, and maintain records of all stormwater training and self-inspections and provide all necessary documentation to County upon request.

Licensee shall develop, install, implement, and maintain any additional BMPs and/or other pollution control practices at the Premises at Licensee's sole cost and expense. To the extent there is a conflict between any federal, state or local law, Licensee shall comply with the more restrictive provision. If County receives any fine or fines from any regulatory agency as a result of Licensee's failure to comply with Stormwater Laws, Licensee shall reimburse County for the entire amount of the fine(s).

14. Hazardous Substances. Licensee shall be solely responsible for fully complying with all present or future federal, state and local laws, statutes, regulations, ordinances, policies, guidelines and orders of any governmental entity regarding contaminated soils, hazardous materials or environmental cleanup, regardless of whether or not the obligation to comply is an obligation of the land owner. If any hazardous substance spills, leaks or is discharged from any facility on the Premises, Licensee shall immediately make all repairs necessary to prevent further spills, leaks or discharges and shall immediately clean up and promptly dispose of the spilled hazardous substance and any soil contaminated by the spill. If the Licensee fails to make the required repairs, to clean up the spill or to properly dispose of any contaminated soil, County may after written notice to Licensee take all steps County deems necessary to make the necessary repairs, to clean up the spill and to dispose of any contaminated soil. Licensee shall reimburse County for the cost of all repair and cleanup work performed by County. Licensee shall reimburse the County for the cost of any work, plus administrative expenses, within thirty (30) days of receiving a bill for the work from the County. Licensee shall be solely responsible for paying all fines, damages and penalties imposed by any governmental agency regarding the

production, storage, distribution, processing, handling, disposing, spilling, leaking or discharging of any hazardous substance.

Licensee shall indemnify, defend, reimburse and hold harmless County, its elected officials, officers, employees and agents from any and all liability, claims, damages or injuries to any person, including injury to the County or any of County's elected officials, officers, employees, agents, representatives, guests, licensees, invitees, patrons, or of any other person, and all expenses of investigating and defending against all liability, claims, damages or injuries, arising from or alleged to have arisen from or in connection with the presence of hazardous substances, toxic materials or hazardous waste upon, about or beneath the Premises or migrating to or from the Premises or arising in any manner out of the violation of any governmental regulation pertaining to hazardous substances, toxic materials or hazardous waste which condition exists after the execution of this License.

15. Assignment. Licensee shall not assign or transfer any interest in this License.

16. Notices. Any notice required or permitted to be given pursuant to this License shall be written and shall be effective (a) when personally delivered to the recipient or sent by facsimile transmission; or (b) on the third business day after being sent by the United States Postal Service, postage prepaid and addressed to the party as follows:

If to County: County of San Diego
Department of General Services
Real Estate Services Division
5560 Overland Avenue
Suite 410
San Diego, California 92123

If to Licensee: Palomar Mountain Volunteer Fire Department dba Palomar
Mountain Community Fire Association 501(c)(3)
P.O. Box 235
Palomar Mountain, CA 92060

17. Entire Agreement. This License and any exhibits attached to this License constitutes the entire agreement between County and Licensee with respect to the subject matter contained in this License. All other representations, oral or written, are superseded by this License. Neither party is relying on any representation outside of this License. This License may be changed only by written amendment signed by County and Licensee.

18. Interpretation. This License shall be governed by the laws of the State of California. However, the provisions of this License shall be strictly construed against Licensee.

19. Corporation in Good Standing. If Licensee is a California corporation, Licensee warrants that it is a corporation in good standing and is currently authorized to do business in California.

20. Authority to Sign. Licensee represents and warrants that it has full power and authority to execute and fully perform its obligations under this License without the need for any further action, and that the person executing this License on behalf of Licensee is the duly designated agent of Licensee and is authorized to act on behalf of Licensee.

21. Effectiveness; Effective Date. County and Licensee have executed this License as the day and year written below. This License shall be effective upon the date of its execution by the County's Director, Department of General Services ("Effective Date").

22. Counterparts. This License may be executed in counterparts, and each counterpart shall constitute one agreement binding on all parties hereto, notwithstanding that all of the parties are not signatory to an original or same counterpart. The parties agree that signatures transmitted electronically via pdf attachment shall be binding as if they were original signatures.

County and Licensee have caused this License to be executed by their duly authorized representatives.

"County"

Date: _____

County of San Diego, a political subdivision
of the State of California

By: _____

Marko Medved, Director
Department of General Services

Date: _____

"Licensee"

Palomar Mountain Volunteer Fire
Department dba Palomar Mountain
Community Fire Association 501(c)(3)

By: _____

Its: _____

EXHIBIT "A"
DESCRIPTION OF PREMISES

2,000 square foot community building located at 21610 Crestline Road, Palomar Mountain

