

RESOLUTION NO. _____

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
LOS ALTOS HILLS COUNTY FIRE DISTRICT CONFIRMING LICENSE AGREEMENT
WITH STOLOSKI & GONZALEZ, INC. FOR USE OF THE DISTRICT LOT**

WHEREAS, the Los Altos Hills County Fire District ("District") is the owner of that certain real property commonly known as 27500 Arastradero Road, Los Altos Hills, California ("District Lot"); and

WHEREAS, Stoloski & Gonzalez, Inc. ("SG") was retained by the Purssima Hills Water District ("Water District") to perform emergency work on a leaking water pipe in the Town of Los Altos Hills ("Town"); and

WHEREAS, SG desired to use the District Lot for a staging area, including, but not limited to storage of non-hazardous materials while completing the emergency repairs for the Water District; and

WHEREAS, to help ensure continued water flows to fire hydrants, it was in the best interest of the District to grant SG a license to allow SG the immediate use the District Lot ("License Agreement") in accordance with the terms and conditions set forth in the License Agreement attached hereto as Exhibit A; and

WHEREAS, on August 7, 2018, SG executed the License Agreement and on August 10, 2018, the District Board President executed the License Agreement which expires on October 10, 2018, unless otherwise extended in accordance with the terms of the License Agreement; and

WHEREAS, SG desires to amend Paragraph 3 of the License Agreement pursuant to Paragraph 10, to extend the Term of the License Agreement to expire on November 10, 2018 ("Proposed First Amendment").

NOW, THEREFORE, the District Board does **RESOLVE** as follows:

1. The District confirms the License Agreement with SG for use of the District Lot.
2. The District hereby ratifies and approves the License Agreement.
3. The fully executed License Agreement is attached hereto as Exhibit A.
4. The District hereby approves and authorizes the Proposed First Amendment of the License Agreement to extend the Term of the License Agreement to expire on November 10, 2018. A copy of the Proposed First Amendment is attached hereto as Exhibit B.

5. The District hereby authorizes the District President to execute the Proposed First Amended and any future amendments that authorize extending the term of the license agreement through the end of 2018.

PASSED AND ADOPTED this 11th day of September 2018.

By: _____
George Tyson, Board President

ATTEST:

District Clerk

Exhibit A

LICENSE AGREEMENT

This License Agreement ("Agreement") is entered into on this 10th day of August 2018 ("Effective Date") by and between the **LOS ALTOS HILLS COUNTY FIRE DISTRICT** ("Fire District") and **STOLOSKI & GONZALEZ, INC.** ("SG").

RECITALS

A. WHEREAS, Fire District is the owner of that certain real property commonly known as 27500 Arastradero Road, Los Altos Hills, California ("Property"); and

B. WHEREAS, SG was retained by the Purissima Hills Water District ("Water District") to perform emergency work on a leaking water pipe in the Town of Los Altos Hills ("Town"); and

C. WHEREAS, SG desires to use the Property for a staging area, including, but not limited to storage of non-hazardous materials while completing the emergency repairs for the Water District; and

D. WHEREAS, Fire District wishes to help ensure water flows to fire hydrants; and

D. WHEREAS, Fire District desires to grant SG a license to allow SG to use the Property in accordance with the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. Grant of License.

1.1 Fire District grants SG a license to use the Property as a staging area, including the storage of non-hazardous construction materials in accordance with the terms and conditions contained herein.

1.2 This Agreement gives SG a license only for the Term of this Agreement and does not constitute any easement, lease, transfer or grant by Fire District of the Property or any portion thereof.

2. SG's Responsibilities.

2.1 SG shall pay Fire District for all attorneys' fees incurred by Fire District in preparing, revising, and amending this Agreement as evidenced by an invoice provided by Fire District to SG.

2.2 Prior to use of the Property, SG shall pay Fire District a \$500.00 Administrative Fee.

2.3 SG shall pay Fire District a monthly usage fee of \$1,500.00 to be paid on the Tenth Day of each month, beginning on August 10, 2018. SG shall not be reimbursed for any portion of a monthly usage fee should the term of SG's usage end after the Tenth Day of any month, but before the next payment is due.

2.4 SG shall use the Property for staging purposes only and for no other purposes. Specifically, SG shall not store or dump or allow any toxic materials to be stored or dumped on the Property.

2.5 SG shall provide the Town and Fire District with workday and after-hours phone numbers (cell, home and office) for two (2) individuals connected with or employed by SG who are authorized to handle such calls.

2.6 SG shall protect all existing structures on the Property, including, but not limited to, bollards, chain, and storm drain inlets. If required by Fire District, watties shall be placed around the existing storm drain structures to keep debris from entering the inlet.

2.7 SG shall protect all existing vegetation, including, but not limited to, trees and shrubs.

2.8 SG shall keep Arastradero and Purissima Roads clean from any debris caused during the Term of this Agreement. SG shall use a street sweeper to keep Arastradero and Purissima Roads clean at all times or as directed by the Fire District.

2.9 During the Term of this Agreement, as requested by Fire District, SG shall correct any unforeseen circumstances that may arise.

3. Term. This Agreement is to be in effect for the period of August 10, 2018, to October 10, 2018 ("Term"). The Term of this Agreement may be extended in accordance with Paragraph 10, below.

4. Requirements. Upon expiration of the Term or termination of this Agreement, whichever is earlier, SG shall remove any and all vehicles, debris, and/or other items located on the Property and return the Property to Fire District in its original condition as of the Effective Date of this Agreement.

5. Maintenance of Property. SG shall be solely responsible for maintaining the Property during the Term of this Agreement and shall keep the Property well maintained at all times. SG shall remove garbage from the Property daily.

6. Compliance with Laws. SG shall conduct all activities on the Property in compliance with all applicable federal, state and local laws, statutes or ordinances and with all regulations, orders and directives of appropriate governmental agencies. In

