

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 will expire on October 10, 2018, unless otherwise extended in accordance with the terms of the License Agreement.

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.

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, wattles 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

particular, SG shall abide by all Town of Los Altos Hills regulations relative to the usage of the Property and adjoining roads.

7. Insurance. SG agrees to provide comprehensive general liability insurance in the amount of Two Million Dollars (\$2,000,000.00) combined single limit and shall name Fire District as an additional insured. Such insurance shall be underwritten by companies satisfactory to Fire District. SG shall provide to Fire District a certificate of insurance evidencing the required coverage, including a premises liability policy if that risk is not otherwise insured under the SG's proposed general liability policy. In addition, SG shall maintain workers' compensation insurance as required by the Labor Code of the State of California and Employer's Liability Insurance.

8. Hold Harmless.

8.1 To the extent permitted by law, SG agrees to protect, defend, hold harmless and indemnify Fire District, its governing board, officers, agents, and employees from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and reasonable attorney's fees in providing a defense to any claim arising therefrom, caused by or arising out of SG's, its officers', agents', consultants' or employees' negligent, reckless or wrongful acts, errors, or omissions with respect to or in any way connected with SG's use of the Property or its breach of this Agreement, except for claims, liabilities and damages caused by Fire District's sole negligence or willful misconduct.

8.2 SG further agrees to hold harmless Fire District, its governing board, officers, agents, and employees from and against any claim, injury, liability, loss, cost, and/or expense or damage arising from vandalism, fire, flood or theft.

8.3 SG assumes all responsibility for vehicles on the Property.

9. Assignments and Successors in Interest. SG may not assign or transfer its right to use of the Property, either voluntarily or by operation of law, without the prior written approval of Fire District.

10. Amendments and Modification. Only a writing signed by both parties may modify this Agreement.

11. Termination. This Agreement may be terminated upon any material breach of the Agreement by either party or upon two (2) days notice if the needs of Fire District or SG require termination. Fire District may terminate this Agreement upon receipt of neighborhood complaints related to SG's use of the Property upon two (2) days notice. This Agreement may further be terminated upon mutual agreement of the parties.

12. Notice. Any notice which may be given hereunder shall be in writing, and may be personally delivered or given by mailing the same by Registered or Certified mail, postage prepaid, addressed as follows:

Fire District: Los Altos Hills County Fire District
P.O. Box 1766
Los Altos, CA 94023-1766
Attn: George Tyson

SG: Mark Stoloski
727 Main Street
Half Moon Bay, CA 94019-1924

13. Governing Law. This Agreement shall be governed by California law and the venue for any legal action related to this Agreement shall be Santa Clara County.


14. Waiver. No waiver of any term, provision or condition of this license shall be deemed to be a further or continuing waiver of any such term, provision or condition or a waiver of any other term, provision or condition.

15. Severability. If any part of this Agreement or any amendment or modification of this Agreement is found to be legally void or unenforceable by a court of law, the remainder of the Agreement will remain in full force and effect.


16. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement. This Agreement may be executed by way of facsimile or electronic signature.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates herein below shown.

FIRE DISTRICT

By: 
President, District Board
Date: 8/10/18

STOLOSKI & GONZALEZ, INC.

By: 
Mark Stoloski, Corporate Secretary
Date: 8/7/18

Attest: 
District Clerk