




**Fund Balance Report
FY 2019-2020**

		Fund Balance As Of 01/31/20
Operations Fund (5008)		
Fund Balance 7/1/19		\$ 2,033,652
Revenue	7,660,598	
Expenditures	(5,786,895)	
Net		1,873,703
Fund Balance As Of 01/31/20		\$ 3,907,355
<i>*FY 2019-20 Operating costs 10% is \$1,016,493</i>		
Equipment Reserve Fund (5009)		
Fund Balance 7/1/19		\$ 3,996,128
Revenue	(1,634,026)	
Expenditures	(167,203)	
Net		(1,801,229)
Fund Balance As Of 01/31/20		\$ 2,194,899
General Reserve Fund (5010)		
Fund Balance 7/1/19		\$ 4,874,443
Revenue	471,547	
Expenditures	(51,275)	
Net		420,272
Fund Balance As Of 01/31/20		\$ 5,294,715
Reserve for CIP	(500,000)	
Reserved for UAAL	(10,000)	
Committed		(510,000)
Unassigned Fund Balance		\$ 4,784,715
<i>*FY 2019-20 Operating costs 25% is \$2,541,233</i>		
Term Benefits Reserve Fund (5011)		
Fund Balance 7/1/19		\$ 559,753
Revenue	135,803	
Annual Premium (Contract Agencies)	-	
Expenditures	-	
Net		135,803
Fund Balance As Of 01/31/20		\$ 695,556



Call Summary

CONFIRE/Comm Center

1743 W Miro Way
Rialto, CA County: San Bernardino
92376

Year: 2020

From: 1/1/2020

To: 1/31/2020

Period: Month

Group: All

Call Type: Include Abandoned

Filters: Abandoned

Date	911	911 Abdn	Total 911	911 Abdn Percentage	1U-Digit Emergency Inbound	1U-Digit Emergency Abdn	Total 1U-Digit Emergency	Admin Inbound	Admin Abandoned	Total Admin	Total All Calls	Average Call Duration
Jan-20	16708	76	16784	0.45%	11804	521	12325	15715	204	27851	56960	103.1
2020 Totals	16708	76	16784	0.45%	11804	521	12325	15715	204	27851	56960	103.1
2019 Totals	14397	489	14886	3.28%	11482	329	11811	16263	112	27160	53857	109.2

ATTACHMENT C2



PSAP Answer Time

CONFIRE/Comm Center
 1743 W Miro Way
 Rialto, CA 92376 County: San Bernardino

Month - Year: 1/1/2020 - 1/31/2020
 Agency Fire
 Affiliation

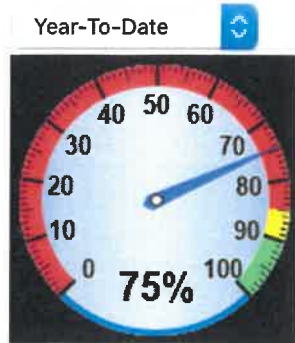
From: 1/1/2020
 To: 1/31/2020
 Period Group: Month
 Time Group: 60 Minute
 Time Block: 00:00 - 23:59
 Call Type: 911 Calls

CONFIRE

Call Hour	Answer Times in Seconds							
	0 - 10	11-15	16 - 20	21 - 40	41 - 60	61 - 120	120+	Total
January 2020 Total	14,331	1,014	507	622	203	100	7	16,784
% answer time ≤ 10 seconds	85.38%	6.04%	3.02%	3.71%	1.21%	0.60%	0.04%	100.00%
% answer time ≤ 15 seconds	91.43%							
% answer time ≤ 40 seconds	98.15%							
Year to Date 2020 Total	14,331	1,014	507	622	203	100	7	16,784
% answer time ≤ 10 seconds	85.38%	6.04%	3.02%	3.71%	1.21%	0.60%	0.04%	100.00%
% answer time ≤ 15 seconds	91.43%							
% answer time ≤ 40 seconds	98.15%							
Year to Date 2019 Total	13,693	586	240	277	68	22	0	14,886
% answer time ≤ 10 seconds	91.99%	3.94%	1.61%	1.86%	0.46%	0.15%	0.00%	100.00%
% answer time ≤ 15 seconds	95.92%							
% answer time ≤ 40 seconds	99.40%							

http:

Trigger Status Ops YTD ConFire All Incidents Communications Shift Individual



Y-T-D Compliance: 74.54%

Goal: 90.00%

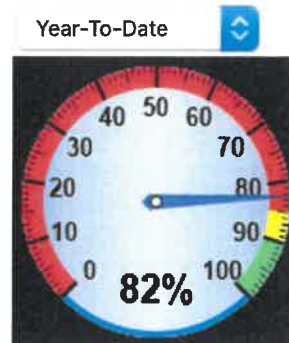
Standard: 00:01:30

Total Responses: 31982

In Compliance: 23839

Out of Compliance: 8143

ConFire - Total Call Processing Time (90 sec)



Y-T-D Compliance: 82.44%

Goal: 90.00%

Standard: 00:03:00

Total Responses: 15372

In Compliance: 12672

Out of Compliance: 2700

ConFire - Deter. Assign.(3 Min)



Y-T-D Compliance: 66.99%

Goal: 90.00%

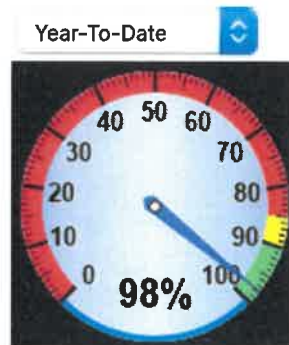
Standard: 00:01:00

Total Responses: 26520

In Compliance: 17767

Out of Compliance: 8753

ConFire - Call Pick Up to in Queue (60 Sec)



Y-T-D Compliance: 97.69%

Goal: 90.00%

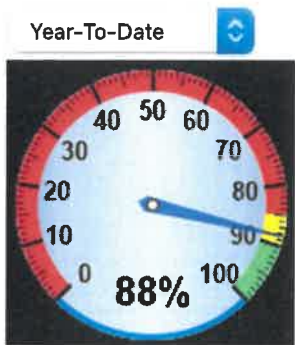
Standard: 00:03:00

Total Responses: 32664

In Compliance: 31910

Out of Compliance: 754

ConFire - Call Pick Up to in Queue (3:00)



Y-T-D Compliance: 88.32%

Goal: 90.00%

Standard: 00:00:30

Total Responses: 29513

In Compliance: 26066

Out of Compliance: 3447

ConFire - Queue to Dispatch (30 Sec)



Y-T-D Compliance: 90.46%

Goal: 90.00%

Standard: 00:01:30

Total Responses: 629

In Compliance: 569

Out of Compliance: 60

ConFire - Echo Call Processing (90 Sec)

CONFIRE Billable Incidents

Period: 01/01/2020 thru 01/31/2020

Jurisdiction	# of Incidents	% of Total
San Bernardino County	10,381	52.79%
VictorvilleFD	1,923	9.78%
RanchoCucamonga	1,404	7.14%
AppleValley	1,088	5.53%
ChinoValleyFD	997	5.07%
Rialto	955	4.86%
Redlands	933	4.74%
Colton	622	3.16%
Big Bear Fire	406	2.06%
MontclairFD	393	2.00%
Loma Linda	286	1.45%
San Manuel FD	170	0.86%
Baker Ambulance	60	0.31%
Running Springs	33	0.17%
Road Department	13	0.07%
Total	19,664	100%
BDC Division	# of Incidents	% of Total
East Valley	3,589	34.57%
Fontana	1,660	15.99%
Valley	1,439	13.86%
Hesperia	1,013	9.76%
South Desert	951	9.16%
North Desert	901	8.68%
Adelanto	435	4.19%
Mountain	393	3.79%
Total	10,381	100%

ATTACHMENT D

Victorville Fire CONFIRE Membership Worksheet

Assets from FY 2018/19 Final Audit

Term Benfit Fund	5011	559,753
General Reserve Fund	5010	4,874,442
CONFIRE Equipment Reserve Fund	5009	1,394,051
Capital Assets		1,441,843
Cost Basis for Buy-in		8,270,089
Victorville Call Volume %	9.78%	
Cost Basis x call%		808,815
Mimum Buy-in		300,000
Difference		508,815
Victorville Buy-in		808,815
Less 10% contract premium paid thru 2020 (est)		168,000
Remaining buy-in amount		640,815
Five-year payment plan		128,163 per year

Capital Assets (per 18/19 Audit)

Building	179,585
Imrovements	72,684
Vehicles	81,906
CAD/VESTA	114,293
Computers/Software	993,375
Total	1,441,843

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



Contract Number

SAP Number

Real Estate Services Department

Department Contract Representative	<u>Terry W. Thompson, Director</u>
Telephone Number	<u>(909) 387-5252</u>
Contractor	Consolidated Fire Agencies
Contractor Representative	<u>Mike Bell</u>
Telephone Number	<u></u>
Contract Term	<u>7/1/2020 – 6/30/2025</u>
Original Contract Amount	<u>\$89,377.56</u>
Amendment Amount	<u>\$0.00</u>
Total Contract Amount	<u>\$89,377.56</u>
Cost Center	<u>7810001000</u>
GRC/PROJ/JOB No.	<u>89004034</u>
Internal Order No.	<u></u>

Briefly describe the general nature of the contract:

This License is for a period of five years commencing July 1, 2020 and ending on June 30, 2025 for the Licensee's use of a portion of County's existing rack space system within the County-owned building located at 15900 Smoke Tree, Hesperia, CA to install and operate Licensee's electronic server system equipment.

<p>Approved as to Legal Form</p> <p>▶ Please see signature page</p> <p>Agnes Cheng, Deputy County Counsel</p> <p>Date _____</p>	<p>Reviewed for Contract Compliance</p> <p>▶</p> <p>Date _____</p>	<p>Reviewed/Approved by Department</p> <p>▶ Please see signature page</p> <p>Jim Miller, Real Property Manager, RESD</p> <p>Date _____</p>
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LICENSE AGREEMENT

WHEREAS, Consolidated Fire Agencies as licensee ("LICENSEE") and the County of San Bernardino as licensor ("COUNTY") desire to enter into this License Agreement ("License") for Licensee's use of a certain portion of the COUNTY's existing rack space located at the COUNTY's communication site, commonly known as the High Desert Government Center with an address of 15900 Smoke Tree , Hesperia, CA ("Site"), for the installation and operation of LICENSEE's electronic server system equipment; and

WHEREAS, COUNTY is willing to permit said use of a portion of the COUNTY rack space at the Site subject to certain conditions as more specifically set forth in this License; and,

WHEREAS, portions of the rack space at the Site to be used by LICENSEE are currently excess to the COUNTY's needs.

NOW, THEREFORE, in consideration of the execution of this License, the parties mutually agree to the following terms and conditions.

I. DEFINITIONS

- 1.1 "License" means this License Agreement and any relevant Documents, including any Exhibits and/or Attachments, all of which are made a part of this License.
- 1.2 "Site" refers individually or collectively to the real property and all the structures thereon, including (i) COUNTY-designated rack space with each rack space defined as space for one (1) EIA Standard 19" wide by 2" deep by 7' tall rack or one-half (1/2) EIA Standard 19" wide by 2' deep by 3 ½' tall rack along with the use of cable runs; and (ii) COUNTY designated tower space for the placement of the antenna(s) as may be singularly or collectively approved by COUNTY.
- 1.3 "Improvements" (when applicable) refers individually or collectively to the LICENSEE's communication system and related equipment, cabling and antenna(s) as may be approved by the COUNTY's Information Services Department (ISD)-Communications Division, and as of the commencement date of this License shall mean the equipment set forth in Exhibit "B" of this License.

II. LICENSE TO USE

COUNTY hereby gives permission, revocable and terminable as hereinafter provided, to LICENSEE to enter the Site for the purpose of installing and maintaining Improvements on a portion of rack space at the Site as designed by the County ("Licensed Area"), which Improvements consist of two rack spaces for server cabinets and proposed future installation of radio equipment, as depicted on Exhibit "B" attached hereto and made a part hereof. LICENSEE acknowledges and agrees that whether LICENSEE installs any proposed equipment in the two reserved rack spaces or not, LICENSEE shall pay fees for said reserved rack spaces in accordance with Exhibit "A" for the entire duration of the term of this License. LICENSEE shall not install any antenna equipment or wave guide cabling or coax antenna cables at the Licensed Area or the Site without the prior written approval of the COUNTY and only upon prior review and approval of LICENSEE's plans, specifications, and structural calculations in support of the loading of COUNTY's antenna monopole at the Site. LICENSEE shall not be permitted to use the Site or the Licensed Area for any other purpose, except by prior written permission of COUNTY.

III. LICENSEE IMPROVEMENTS

3.1 Acknowledgement of Responsibility

LICENSEE acknowledges that the Site is essential to COUNTY's fulfilling its mission of public safety. LICENSEE warrants that it will not disturb or tamper with any COUNTY equipment, to include, but not limited to, electronic, electrical, LPG, buildings, towers, grounding systems, antennas, feed lines, etc., at the Site. Exercising all reasonable diligence, LICENSEE warrants that it will take reasonable steps to ensure it will not hamper in any manner, the ability of the COUNTY to fulfill its mission at/through the Site.

LICENSEE shall be liable for all claims, demands, actions, and causes of action founded upon the negligence or otherwise wrongful conduct on the part of any employee or agent of LICENSEE attributable to LICENSEE's installation/maintenance or operation of LICENSEE's Improvements on the Site. Further, LICENSEE shall release, remise, and forever discharge COUNTY of and from any and all claims, demands, actions, and causes of action not based upon the intentional acts or negligence of COUNTY that LICENSEE may acquire by reason of LICENSEE's installation/maintenance or operation of LICENSEE's Improvements on the Site.

3.2 Requirements, Limitations, and Installation Conditions – This License is subject to the limitations, requirements and installation conditions as set forth below:

3.2.1 Installation: LICENSEE will observe standard safety practices when climbing towers and when installing Improvements on the Licensed Area as designed by the County. LICENSEE agrees to install, maintain, and operate its Improvements in accordance with the highest standard prevailing in the communications industry. Installation practices and materials are subject to approval of the County's Information Services Department-Public Safety Communications Division (ISD).

3.2.2 Access: Access to rack space and any antenna space at the Site shall be as described below:

3.2.2.1 Non-emergency Access: For all non-emergency access, LICENSEE must request Site access at least one (1) working day (defined as the San Bernardino County government working days excluding government closures and holidays) prior to the desired access date. All such access shall be on an escorted basis.

3.2.2.2 Emergency Access: In the event that LICENSEE requires entry to the Site due to an emergency (defined as an event that is life-threatening or would result in imminent and substantial destruction of property),

a) LICENSEE shall first coordinate such access with COUNTY by contacting ISD at 1-909-884-4884 (or any subsequent number provided by COUNTY in writing to LICENSEE);

b) If COUNTY provides an escort within thirty (30) minutes response time, access shall be on an escorted basis.

c) If COUNTY cannot provide escorted access within the response time indicated above in Paragraph 3.2.2.2.b, LICENSEE employees (not contractors) with specific experience in communication systems and related equipment, cabling and antenna(s) that have been pre-approved by COUNTY to serve as

the LICENSEE's approved emergency access individuals ("LICENSEE's Approved Emergency Access Employees") together with LICENSEE's contractors, if any, shall have a limited right of entry without COUNTY escort for the period of time reasonably necessary to remedy said emergency and LICENSEE shall be responsible for all damages to the Site and to COUNTY or third-party improvements and property thereon caused by such entry and/or its remedy of said emergency.

- d) Upon execution of this License, LICENSEE shall provide COUNTY with the name(s) of the proposed LICENSEE's Approved Emergency Access Employees for COUNTY's approval at its sole discretion. LICENSEE shall further provide the COUNTY with any additional information necessary to verify the proposed employee's required experience. LICENSEE shall immediately notify the COUNTY if any LICENSEE's Approved Emergency Access Employees are no longer employed by LICENSEE. LICENSEE shall, at least once every six (6) months during the term of the License, provide COUNTY with a notice certifying that there are no changes to said list, or if there are changes, the changes proposed by the LICENSEE.

3.2.3 **Equipment Changes:** Changes and modifications to Improvements that may alter performance of the Site or interfere with communications at the Site are to be approved in writing prior to any installation of LICENSEE's equipment by the County's ISD-Communications Division.

3.2.4 **Power:** COUNTY will install electrical power as needed above each rack to be used by LICENSEE under this License. The cost for labor and materials to perform the installation work will be the responsibility of the LICENSEE, payable by LICENSEE to COUNTY upon invoice. The cost of electrical power once installed is included in the rates payable by LICENSEE pursuant to Section V.

3.3 **Additional Controlling Documents** – Site may be subject to leases, master leases, licenses, rights-of-way, grants, use permits, or other controlling agreements (collectively, "Documents") secured by the COUNTY from other governmental or private entities. LICENSEE agrees to be bound by the conditions and covenants of these Documents and is responsible for any related costs that may be incurred directly or indirectly due to LICENSEE's use of its Licensed Area at the Site. If requested by LICENSEE in writing, LICENSEE will be furnished with copies of any relevant Documents that may have an impact upon the Site.

3.4 **Maintenance** – The costs of any installation, maintenance, operation, replacement, or removal of the Improvements shall be at the sole expense of LICENSEE.

3.5 **Interference** – Improvements shall be located so as not to interfere, physically or electronically, with any of the COUNTY's operations and any improvements installed previous to LICENSEE's installation by other COUNTY users.

In the event the COUNTY determines or is notified that the operation of the LICENSEE's Improvements caused or is causing interference to transmission and/or reception of any other communications systems in use in the vicinity of the Site, County's ISD shall notify LICENSEE to correct the problem.

If such interference is not eliminated within a twenty-four (24) hour period, COUNTY shall have the right to terminate this License, remove all or any portion of LICENSEE's Improvements from service, and take whatever immediate steps are necessary to eliminate said interference, including powering off LICENSEE's Improvements without further notification.

IV. EFFECTIVE DATE AND TERMINATION

This License shall be for a term of five (5) years, commencing on July 1, 2020 ("Commencement Date") and shall terminate on June 30, 2025, unless the COUNTY or the LICENSEE, at the sole discretion of either, terminates the License by giving at least one hundred twenty (120) days prior written notice to the other, provided that any such termination date shall be effective at the end of a calendar month. Neither party shall incur any liability to the other by reason of such termination. Notwithstanding the foregoing, in the event the License is terminated by LICENSEE pursuant to this Section IV but LICENSEE, despite its diligent efforts, requires additional time to remove its Improvements after the effective termination date, upon written request to the COUNTY to be received by COUNTY prior to the effective termination date, COUNTY may, at its sole discretion, opt by express written consent to continue the License for a month-to-month term not to exceed one hundred twenty (120) days after the original effective termination date. During any such month-to-month term, LICENSEE shall pay to COUNTY the then current monthly fee (which shall be calculated by dividing the then current annual service rate as set forth in Section V by 12).

V. RATES AND PAYMENT TERMS

- 5.1 Payment rates and conditions are set forth on Exhibit "A", "San Bernardino County Rack Space and Antenna Space Service Rates and Payment Terms," attached hereto. Payment shall be due upon receipt of invoice and payable within sixty (60) days of invoice date.
- 5.2 No substitution of LICENSEE's equipment or additional equipment comprising its Improvements is permitted **without written pre-approval** of County's ISD. In the event such substitution or additional equipment is approved by the COUNTY, Exhibit "A" of this License shall be amended to reflect a change in service levels, in which case, County will provide to LICENSEE a revised Exhibit "A", incorporating such change(s) which shall be promptly signed by LICENSEE and returned to COUNTY. LICENSEE's subsequent invoice shall be adjusted in accordance with the change(s), on a prorated basis, as necessary.
- 5.3 The rates set forth in Exhibit "A" shall be adjusted on each anniversary of the Commencement Date of this License during the initial term of this License and any Extended Term by the "Annual Escalator". The Annual Escalator is defined as three and one-half percent (3.5%) per license year.

VI. AGREEMENT AUTHORIZATION

LICENSEE warrants and represents that the individual signing this License is a properly authorized representative of the LICENSEE and has the full power and authority to enter into this License on the LICENSEE's behalf.

VII. ASSIGNMENT

This License, or any interest therein, including any claims for monies due with respect thereto, shall not be assigned, and any such assignment shall be void and without effect.

VIII. DEFAULT

If the LICENSEE does not make timely payment of amounts due under this License or breaches any term or condition of this License, COUNTY may declare immediately due and payable the entire unpaid amount, plus all other amounts due hereunder, less any unearned charges. COUNTY may also exercise all rights and remedies of a secure party under the Uniform Commercial Code (or other similar law) of the State of California and pursue any other remedies existing in law or in equity.

IX. INDEMNIFICATION AND INSURANCE

9.1 Indemnification

The LICENSEE agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless the COUNTY 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 COUNTY 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. The LICENSEE's indemnification obligation applies to the COUNTY's "active" as well as "passive" negligence but does not apply to the COUNTY's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

9.2 Insurance

Without in any way affecting the indemnity herein provided and in addition thereto, the LICENSEE shall secure and maintain throughout the License the following types of insurance with limits as shown:

9.2.1 Workers' Compensation – 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.

9.2.2. 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) Explosion, collapse and underground hazards.
- (e) Personal injury
- (f) Contractual liability.
- (g) \$2,000,000 general aggregate limit

- 9.2.3 Commercial Property Insurance providing all risk coverage for the Licensed Area, including any building, fixtures, equipment and all property constituting a part of the licensed areas. Coverage shall be sufficient to insure One Hundred percent (100%) of the replacement cost.
- 9.2.4 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. If LICENSEE is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence. If the LICENSEE owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.
- 9.2.5 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.
- 9.2.6 Additional Named Insured – All policies, except for the Workers’ Compensation policies shall contain endorsements naming the COUNTY and its officers, employees, agents and volunteers as additional named insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the COUNTY to vicarious liability but shall allow coverage for the COUNTY 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.
- 9.2.7 Waiver of Subrogation Rights –LICENSEE shall require the carriers of the above-required coverages to waive all rights of subrogation against the COUNTY, its 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 COUNTY.
- 9.2.8 Policies Primary and Non-Contributory – All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the COUNTY.
- 9.2.9 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, at the time this License is mutually executed, 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 Date of this License, 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.

- 9.2.10 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 COUNTY or between the COUNTY and any other insured or additional insured under the policy.
- 9.2.11 Acceptability of Insurance Carrier – Unless otherwise approved by the COUNTY 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”.
- 9.2.12 Insurance Review – The COUNTY’s Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the COUNTY. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager 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 COUNTY, inflation, or any other item reasonably related to the COUNTY’s risk.

Any such reduction or waiver for the entire term of the License and 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 RESD or COUNTY 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 RESD or the COUNTY.

- 9.2.13 Deductibles and Self-Insurance Retention – Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
- 9.2.14 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 COUNTY to give notice to immediately suspend all LICENSEE’s business activities on the Licensed Area. Failure to reinstate said insurance within the (10) days of notice to do so shall be cause for termination and for forfeiture of this License, and/or COUNTY, at its discretion, may procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by COUNTY shall be repaid by LICENSEE to COUNTY upon demand but only for the pro rata period of non-compliance.
- 9.2.15 COUNTY shall have no liability for any premiums charged for such coverage(s). The inclusion of COUNTY as additional named insured is not intended to and shall not make a partner or joint venturer with LICENSEE in LICENSEE’s operations.
- 9.2.16 The LICENSEE agrees to require all parties or subcontractors, or others it hires or contracts with related to the use of the Licensed Area to provide insurance covering such use with the same insurance policies and requirements for LICENSEE as set forth in this License and naming the COUNTY 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.

X. GENERAL TERMS AND CONDITIONS

- 10.1 Permits - LICENSEE is responsible for obtaining and paying any costs of all permits, licenses or approvals by any regulatory bodies having jurisdiction over the uses authorized herein, as appropriate.
- 10.2 Waiver - No waiver of a breach of any provision of this License shall constitute a waiver of any other breach, or of such provision. Failure of COUNTY to enforce at any time, or from time to time, any provision of this License shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.
- 10.3 Validity - The invalidity in whole or in part of any provision of this License shall not void or affect the validity of any other provision.
- 10.4 Captions and Paragraph Headings - Captions and paragraph headings used herein are for convenience only and are not a part of this License and shall not be used in construing it.
- 10.5 Exhibits - All Exhibits attached hereto, if any, are an integral part of this License and are incorporated herein by reference.
- 10.6 Entire Agreement - This License shall constitute the entire agreement between the parties and supersedes all prior negotiations, discussions, and preliminary understanding. This License may be amended as COUNTY and the LICENSEE mutually agree in writing. Any such amendment must be signed/approved by authorized representatives of the COUNTY and LICENSEE. This License shall be governed by the laws of the State of California.
- 10.7 Compliance – This License shall be subject to immediate termination under the following circumstances:
- (a) LICENSEE fails or neglects to comply with any term or condition of this License; or
 - (b) LICENSEE fails or neglects to comply with any reasonable requirement of COUNTY after thirty (30) days written notice and demand; or
 - (c) LICENSEE fails or neglects to comply with any Documents to which the COUNTY is subject.
- In the event of such termination, COUNTY may immediately disconnect all Improvements. LICENSEE shall, if appropriate, immediately remove any and all of LICENSEE's Improvements from the Site and surrender all rights and privileges under this License. If LICENSEE fails to promptly restore the Site to its former condition, the COUNTY may restore the Site at LICENSEE's sole expense.
- 10.8 Changes and Right to Prioritize – COUNTY reserves the right to make rack and antenna space changes at the Site, and to prioritize or restrict usage as necessary to optimize overall service effectiveness of the Site to the COUNTY and its users without liability to LICENSEE and LICENSEE shall have no claims of liability, damages, or otherwise against the COUNTY.

- 10.9 Notifications - All notices or demands required, or permitted to be given or made hereunder, shall be in writing and shall be deemed duly given upon the date actual delivery to the recipient or the recipient's refusal to accept delivery, if delivery is by hand; OR if delivery is by first class United States mail, postage pre-paid, certified or registered, return receipt requested, OR reputable overnight courier.

Each such notice is to be sent to the respective party at the address indicated below or to any other address or person that the respective party may designate by written notice delivered pursuant hereto:

Licensee: Consolidated Fire Agencies
1743 W. Miro Way
Rialto, CA. 92376

County: County of San Bernardino
Real Estate Services Department
385 N. Arrowhead Ave.
San Bernardino, CA. 92415-0180

With a copy to: Information Services Department
670 E. Gilbert Street, First Floor
San Bernardino, CA 92415-0915
Attn: Administration Services

XI. INFORMATION SERVICES DEPARTMENT AUTHORIZATION

The County's Information Services Department, through its Chief Information Officer or authorized designee, is authorized to discharge all technical functions ascribed to COUNTY in this License, except those specifically reserved by law to the Board of Supervisors. The County's Real Estate Services is authorized to administer all other provisions of this License, except those specifically reserved by law to the Board of Supervisors.

XII. FORCE MAJEURE

COUNTY shall not be held liable for any delay or failure in performance of any part of this License from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, strikes, labor disputes, embargoes, epidemics, war, terrorist acts, riots, insurrections, fire, explosions, earthquakes, nuclear accidents, floods, power blackouts, brownouts, or surges, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure product or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

IN WITNESS THEREOF, the parties have hereto executed this License on the date set forth below their respective signatures.

COUNTY OF SAN BERNARDINO

LICENSEE: Consolidated Fire Agencies

▶ _____
 Curt Hagman, Chairman, Board of Supervisors

By ▶ _____
(Authorized signature - sign in blue ink)

Dated: _____

Name: Mike Bell

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
 of the County of San Bernardino

Title: Director

Dated: _____

By _____
Deputy

Address 1743 W. Miro Way
Rialto, CA 92376

Approved as to Legal Form
 ▶ _____
 Agnes Cheng, Deputy County Counsel
 Date _____

Approved
 ▶ _____
 Date _____

Presented to BOS for Signature
 ▶ _____
 Jim Miller, Real Property Manager
 Date _____

EXHIBIT "A"

**SAN BERNARDINO COUNTY RACK SPACE AND ANTENNA SPACE
SERVICE RATES AND PAYMENT TERMS**

SERVICES TO BE PROVIDED

The following Rack Space and Antenna Space service(s) selected by check mark shall be rendered to Licensee under this License:

Rack Space Rental Fee @ \$8,287.00 per rack per year.

Contract Development* @ \$500 **

** One-time Contract Administration charge, payable upon receipt of first invoice

PAYMENT SCHEDULE

Licensee shall be invoiced as specified by check mark:

Monthly Invoicing: On the last day of each month of services rendered.

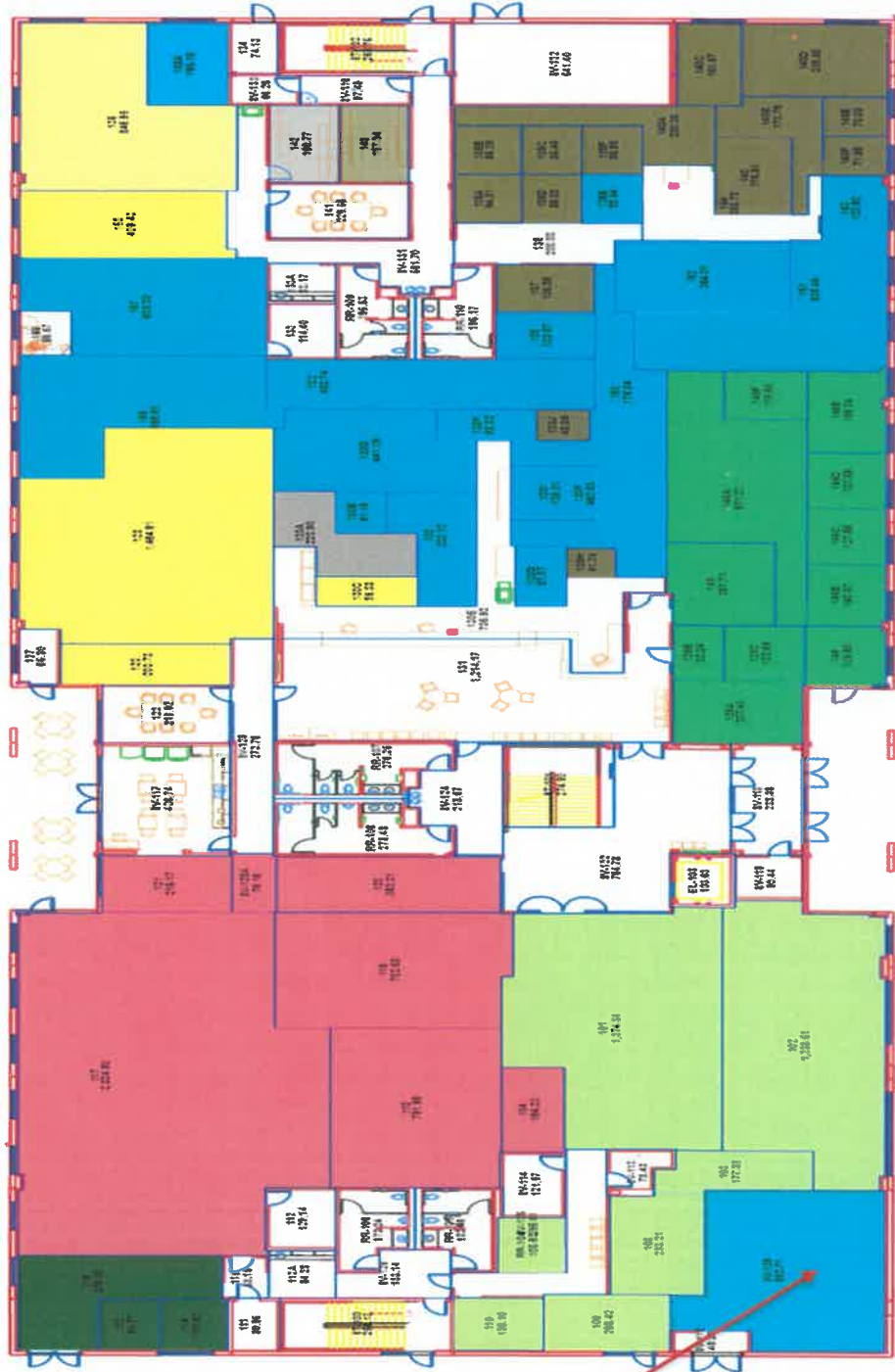
Semi-Annual Invoicing: On June 30 (for period July 1 through December 31) and on December 31 (for period January 1 through June 30 of the successive year). Both invoices equal to one half of the annual fee listed below. The first payment due for the period 7/1/2020 – 12/31/2019 shall be invoiced by COUNTY after mutual execution of this License, payable within 60 days of the invoice date.

Payments are due upon receipt of invoice and payable within sixty (60) days of invoice date.

CHARGES FOR SERVICES

Equipment Type	No of Units	Rack Space Charges	Annual Charge
One-Time Contract Administration Charge**	1		\$500.00
Rack Space: 2 Racks			
Annual Payment 7/1/20-6/30/2021	2	\$8,287.00	\$16,574.00
Annual Payment 7/1/2021 – 6/30/2022	2	\$8,577.05	\$17,154.10
Annual Payment 7/1/2022 – 6/30/2023	2	\$8,877.25	\$17,754.50
Annual Payment 7/1/2023 – 6/30/2024	2	\$9,187.95	\$18,375.90
Annual Payment 7/1/2024 – 6/30/2025	2	\$9,509.53	\$19,019.06
Total Cost for 2 Racks for period 7/1/2020 - 6/30/2025	2		\$89,377.56

EXHIBIT "B"
Page 1
LICENSED AREA LOCATION
First Floor



Room 129 Server Room (shared space)
Use-Wide Area Network Equipment-Frontier & Spectrum connections

EXHIBIT "B"
PAGE 2
LICENSED AREA LOCATION
SECOND FLOOR



ROOM 232- PATCH PANEL (Shared Space)

ROOM 230- COMMUNICATION ROOM (Shared Space)
USE-ONE RACK-WIDE AREA AND LOCAL AREA NETWORK EQUIPMENT

ROOM 223-COMMUNICATION ROOM-(Access Only Space)
USE-ACCESS TO VERIZON 911 CIRCUITS

ROOM 219-COMMUNICATION ROOM (Shared Space)
USE-SERVER CABINET, PATCH PANEL, NETWORK SWITCHES

ATTACHMENT F

FOR COL.



County of San Bernardino
F A S
CONTRACT TRANSMITTAL

v	New Change Cancel	Vendor Code	SC	Dept.	A	Contract Number 10-991
County Department Real Estate Services Department			Dept.	Orgn.	Contractor's License No.	
County Department Contract Representative David H. Slaughter, Director			Telephone (909)387-7813		Total Contract Amount \$10.00	
Contract Type <input checked="" type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:						
If not encumbered or revenue contract type, provide reason:						
Commodity Code		Contract Start Date	Contract End Date	Original Amount	Amendment Amount	
				\$		
Fund AAA	Dept. RNT	Organization RNT	Appr. 200	Obj/Rev Source 2905	GRC/PROJ/JOB No. 33002724	Amount \$
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount \$
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount \$
Project Name RIALTO-CONFIRE 1743 W. Miro Way, West			Estimated Payment Total by Fiscal Year			
			FY	Amount	I/D	FY
End Building						
Contract type 2(d)						

CONTRACTOR Consolidated Fire Agencies of the East Valley, CONFIRE, JPA

Federal ID No. or Social Security No. _____

Contractor's Representative Rick Britt, Communications Director

Address 1743 W. Miro Way, Rialto, CA 92376 Phone (909) 356 - 2377

Nature of Contract: *(Briefly describe the general terms of the contract)*

This Lease Contract is for a period of ten (10) years with two (2) five (5) year options to extend. Leased premises consist of approximately 15,088 square feet of improved land, 3,500 square feet of office space and 21 improved parking spaces located within a portion of a County-owned parcel, APN 0249-261-02. Rental is One and 00/100 Dollar (\$1.00) per year.

COUNTY shall provide all interior and exterior maintenance to include grounds, and parking lot maintenance. COUNTY to pay all utilities including electrical, gas, water, sewer, trash and any other utilities. TENANT shall provide for janitorial and security at this location.

(Attach this transmittal to all contracts not prepared on the "Standard Contract" form)

Approved as to Legal Form (sign in blue ink) ► SEE SIGNATURE PAGE County Counsel Date _____	Reviewed as to Contract Compliance ► Date _____	Presented to BOS for Signature Department Head Date <u>10/13/10</u>
--	---	---

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

LEASE AGREEMENT

1. **PARTIES:** This lease is made between County of San Bernardino ("COUNTY") as landlord, and Consolidated Fire Agencies of the East Valley, Joint Powers Authority (CONFIRE) ("TENANT") as tenant, who agree as follows:

2. **PREMISES LEASED:** COUNTY leases to TENANT and TENANT leases from COUNTY approximately 15,088 square feet of improved land, 3,500 square feet of office space and other improvements, with twenty-one (21) parking spaces, including handicapped parking, at 1743 Miro Way, West End Building, Rialto, California ("Premises"), as described in Exhibit "A", Premises Description.

3. **TERM:** This lease shall commence on September 1, 2010 and end on August 31, 2020 ("initial term"). COUNTY gives TENANT the option to extend the term of the Lease on the same provisions and conditions, including the monthly rent, for two (2) five-year periods ("extended terms") following expiration of the initial term, by TENANT giving notice of its intention to exercise the option to COUNTY prior to the expiration of the preceding term.

4. **RENT:** TENANT shall pay to COUNTY the annual rental of One and 00/100 Dollars (\$1.00) in advance on the first day of each year, commencing when the term commences, continuing during the term. All rent for the initial term and any extended term may be paid in the first year of the initial or extended term, and shall be paid to COUNTY at the address to which notices to COUNTY are given. As additional consideration, COUNTY and TENANT agree that TENANT has previously paid \$465,500 as an equal share of the cost of construction of a 3,500 square foot building located on the Premises and an equal share of the cost of construction to remodel the County of San Bernardino Sheriff-Coroner Department's Dispatch Center collocated within the Premises.

5. **RETURN OF PREMISES:** The TENANT agrees that it will, upon any termination of this lease, return the Premises in as good condition and repair as the Premises now are or shall hereafter be put; reasonable wear and tear excepted.

6. **TAXES:** TENANT shall pay before delinquency any and all property taxes, assessments, fees, or charges, including possessory interest taxes, which may be levied or assessed upon any personal property, improvements or fixtures installed or belonging to TENANT and located within the Premises. TENANT shall also pay all licenses or permit fees necessary or required by law for the conduct of its operation. TENANT recognizes and understands that this lease may create a possessory interest subject to property taxation and that the TENANT may be subject to the payment of property taxes levied on such interest.

7. **USE:** TENANT shall occupy and use the Premises during the term hereof for the purpose of emergency dispatching and other related operations by TENANT.

8. **HOLDING OVER:** In the event the TENANT shall hold over and continue to occupy the Premises with the consent of the COUNTY, expressed or implied, the tenancy shall

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Exhibit "A" - Premises Description

LEASE AGREEMENT

1. **PARTIES:** This lease is made between County of San Bernardino ("COUNTY") as landlord, and Consolidated Fire Agencies of the East Valley, Joint Powers Authority (CONFIRE) ("TENANT") as tenant, who agree as follows:

2. **PREMISES LEASED:** COUNTY leases to TENANT and TENANT leases from COUNTY 3,500 square feet of improved land, office space and other improvements, with twenty-three (23) parking spaces, including handicapped parking, at 1743 Miro Way, West End Building, Rialto, California ("Premises"), as described in Exhibit "A", Premises Description.

3. **TERM:** This lease shall commence on September 1, 2010 and end on August 31, 2020 ("initial term"). COUNTY gives TENANT the option to extend the term of the Lease on the same provisions and conditions, including the monthly rent, for two (2) five-year periods ("extended terms") following expiration of the initial term, by TENANT giving notice of its intention to exercise the option to COUNTY prior to the expiration of the preceding term.

4. **RENT:** TENANT shall pay to COUNTY the annual rental of One and 00/100 Dollars (\$1.00) in advance on the first day of each year, commencing when the term commences, continuing during the term. All rent for the initial term and any extended term may be paid in the first year of the initial or extended term, and shall be paid to COUNTY at the address to which notices to COUNTY are given. As additional consideration, COUNTY and TENANT agree that TENANT has previously paid \$465,500 as an equal share of the cost of construction of a 3,500 square foot building located on the Premises and an equal share of the cost of construction to remodel the County of San Bernardino Sheriff-Coroner Department's Dispatch Center collocated within the Premises.

5. **RETURN OF PREMISES:** The TENANT agrees that it will, upon any termination of this lease, return the Premises in as good condition and repair as the Premises now are or shall hereafter be put; reasonable wear and tear excepted.

6. **TAXES:** TENANT shall pay before delinquency any and all property taxes, assessments, fees, or charges, including possessory interest taxes, which may be levied or assessed upon any personal property, improvements or fixtures installed or belonging to TENANT and located within the Premises. TENANT shall also pay all licenses or permit fees necessary or required by law for the conduct of its operation. TENANT recognizes and understands that this lease may create a possessory interest subject to property taxation and that the TENANT may be subject to the payment of property taxes levied on such interest.

7. **USE:** TENANT shall occupy and use the Premises during the term hereof for the purpose of emergency dispatching and other related operations by TENANT.

8. **HOLDING OVER:** In the event the TENANT shall hold over and continue to occupy the Premises with the consent of the COUNTY, expressed or implied, the tenancy shall be deemed to be a tenancy from month-to-month upon the same terms and conditions, including rent, as existed and prevailed at the time of the expiration of the term of this Lease.

9. **HEALTH, SAFETY AND FIRE CODE REQUIREMENTS:** As a condition precedent to the continuing existence of this lease, TENANT 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 leased Premises be in any way prejudiced or prevented due to changes in the ADA or the Health, Safety or Fire Codes, the TENANT herein shall correct, update and comply with said changes at TENANT's cost.

10. **SIGNS:** TENANT will display from the windows and/or marquee of the Premises only such sign or signs as are not prohibited by law, and which are approved by COUNTY.

11. **MAINTENANCE:**

a. COUNTY at its cost shall maintain in good condition all portions of the Premises, including but not limited to the following:

(1) The structural parts of the building and other improvements that are a part of the Premises, which structural parts include the foundations, bearing and exterior walls (including glass and doors), subflooring, and roof;

(2) The electrical, plumbing, and sewage systems, including, without limitation, those portions of the systems lying outside the Premises;

(3) Window frames, gutters, and downspouts on the building and other improvements that are a part of the Premises;

(4) Air conditioner, heating and ventilating systems servicing the Premises (additionally, air conditioning and heating filters are to be changed quarterly);

(5) The grounds, including all parking areas and outside lighting, grass, trees, shrubbery and other flora, and;

(6) Interior maintenance.

b. COUNTY at its cost shall repair the Premises if they are damaged by (1) causes over which TENANT has no control; (2) acts or omissions of COUNTY or its authorized representatives.

c. TENANT, at its cost, shall provide janitorial services, and keep the interior of the Premises clean and in orderly condition, reasonable wear and tear excluded.

d. TENANT shall have ten (10) days after notice from COUNTY to perform its obligation under this paragraph, except that TENANT 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 TENANT's obligation is such that more than ten (10) days are reasonably required to complete, then TENANT shall not be in default if TENANT commences its obligation within said ten (10) day period and thereafter diligently prosecutes its obligation to completion. If TENANT does not perform its obligations within the time limitations in this paragraph, COUNTY after notice to TENANT can perform the obligations and have the right to be reimbursed for the sum it actually and reasonably expends (including charges for COUNTY employees and equipment) in the performance of TENANT'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 17, NOTICES**.

12. **ALTERATIONS:** TENANT shall not make any structural or exterior improvements or alterations to the Premises without COUNTY's consent. Any such alterations made shall remain on and be surrendered with the Premises on expiration or termination of the lease.

13. **FIXTURES:** TENANT shall have the right during the term(s) of this lease to install shelving and fixtures, and make interior, non-structural improvements or alterations in the Premises. Such shelving, fixtures, improvements, and alterations shall remain the property of the TENANT and may be removed by the TENANT during the term(s) of this lease or within a reasonable time thereafter, provided that the TENANT restores the Premises to the condition as it existed at the commencement of this lease, reasonable wear and tear excluded, or the TENANT in its sole discretion may elect to surrender all or any part of such shelving, fixture, improvements and alterations to the COUNTY, in which case TENANT shall have no duty to restore the Premises. Any such election to surrender must be in writing and accepted by COUNTY to be effective.

14. **UTILITIES:** COUNTY shall furnish to the Premises and pay all service charges and related taxes for water, trash, sewer and all other utilities. COUNTY shall furnish and pay for telephone service serving the Premises.

15. **HOLD HARMLESS:** The TENANT agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless the COUNTY, its authorized officers, agents, volunteers and employees, from any and all claims, demands, actions, losses, damages, liability, and/or for any costs or expenses incurred by the COUNTY arising out of: (a) any improvements constructed by the TENANT pursuant to the Lease; (b) the TENANT's acts and omissions in connection with its use of the Premises; (c) the use of common areas and leasehold spaces other than the Premises; and (d) toxic waste and environmental contamination not resulting from the COUNTY's use of the Premises, except where such indemnification is prohibited by law. The TENANT's indemnification obligation applies to the COUNTY's "active" as well as "passive" negligence, but does not apply to the COUNTY's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782. The TENANT's indemnification obligation shall survive the TENANT's tenancy. The insurance provisions in **Paragraph 15, INSURANCE**, shall not be interpreted in a manner that limits the indemnification obligation.

16. **INSURANCE:**

a. COUNTY and TENANT are authorized public entities for purposes of General Liability, Automobile Liability, and Workers' Compensation and warrant that through their respective programs of self-insurance each has adequate coverage or resources to protect against their respective liabilities arising out of the performance of the terms, conditions or obligations of this agreement.

17. **RESERVED:**

18. **COUNTY'S ACCESS TO PREMISES:** COUNTY 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 COUNTY has the right or obligation to perform.
- c. To serve, post, or keep posted any notices required by law;
- d. To post "for sale" signs at any time during the term, to post "for rent" or "for lease" signs during the last three (3) months of the term, and;
- e. To show the Premises to prospective brokers, agents, buyers, tenants, lenders or persons interested in an exchange, at any time during the term.

COUNTY 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 TENANT.

19. **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) COUNTY working days from the time of mailing if mailed as provided in this paragraph.

TENANT's address: CONFIRE, JPA
1743 W. Miro Way, West End Building
Rialto, CA 92376

COUNTY's address: County of San Bernardino
Real Estate Services Department
825 East Third Street
San Bernardino, CA 92415-0832

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

21. **WAIVERS:** No waiver by either party of any provisions of this lease 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.

22. **AMENDMENTS:** No provision of this lease 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 lease.

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

24. **SEVERABILITY:** If any word, phrase, clause, sentence, paragraph, section, article, part or portion of this lease 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 lease or any other portion thereof.

25. **TIME OF ESSENCE:** Time is of the essence of each provision of this lease 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.

26. **QUIET ENJOYMENT:** Subject to the provisions of this lease and conditioned upon performance of all the provisions to be performed by TENANT hereunder, COUNTY shall secure to TENANT during the lease term the quiet and peaceful possession of the Premises and all right and privilege appertaining thereto.

27. **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.

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

29. **EXHIBITS:** All exhibits referred to are attached to this lease and incorporated by reference.

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

31. **JURY TRIAL WAIVER:** COUNTY and TENANT hereby waive their respective right to trial by jury of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding and/or hearing brought by either COUNTY against TENANT or TENANT against COUNTY on any matter whatsoever arising out of, or in any way connected with, this lease, the relationship of COUNTY and TENANT, TENANT's use or occupancy of the Premises, or any claim of injury or damage, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect.

32. **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, **HOLD HARMLESS.**

33. **RIGHT TO TERMINATE LEASE:** Either the COUNTY or the TENANT shall have the right to terminate this Lease, in its sole discretion, when it determines it would be in its best interests to terminate this Lease. The right to terminate this Lease may only be exercised at the end of the Initial Term, or at the end of the first Extended Term as set forth in Section 3, **Term**, above. Either party shall give the other party notice of any termination pursuant to this paragraph at least One Hundred Eighty (180) days prior to the date of termination.

34. **VENUE:** The parties acknowledge and agree that this lease was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue for any action or claim brought by any party to this lease will be San Bernardino County. Each party hereby waives any law or rule of court which would allow them to request or demand a change of venue. If any action or claim concerning this lease is brought by any third party, the parties hereto agree to use their best efforts to obtain a change of venue to the Central District of San Bernardino County.

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

36. **SURVIVAL:** The obligations of the parties which, by their nature, continue beyond the term of this lease, will survive the termination of this lease.

37. **BROKER'S COMMISSIONS:** TENANT is solely responsible for the payment of any commissions to any broker who has negotiated or otherwise provided services in connection with this lease.

38. **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 lease 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 lease 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 the County of San Bernardino.

39. USE OF AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 FUNDS AND REQUIREMENTS: This Contract may be funded in whole or in part with funds provided by the American Recovery and Reinvestment Act of 2009 (“ARRA”), signed into law on February 17, 2009. Section 1605 of ARRA prohibits the use of recovery funds for a project for the construction, alteration, maintenance or repair of a public building or public work (both as defined in 2 CFR 176.140) unless all of the iron, steel and manufactured goods (as defined in 2 CFR 176.140) used in the project are produced in the United States. A waiver is available under three limited circumstances: (i) Iron, steel or relevant manufactured goods are not produced in the United States in sufficient and reasonable quantities and of a satisfactory quality; (ii) Inclusion of iron, steel or manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent; or (iii) Applying the domestic preference would be inconsistent with the public interest. This is referred to as the “Buy American” requirement. Request for a waiver must be made to the County for an appropriate determination.

Section 1606 of ARRA requires that laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 31). This is referred to as the “wage rate” requirement.

The above described provisions constitute notice under ARRA of the Buy American and wage rate requirements. Contractor must contact the County contact if it has any questions regarding the applicability or implementation of the ARRA Buy American and wage rate requirements. Contractor will also be required to provide detailed information regarding compliance with the Buy American requirements, expenditure of funds and wages paid to employees so that the County may fulfill any reporting requirements it has under ARRA. The information may be required as frequently as monthly or quarterly. Contractor agrees to fully cooperate in providing information or documents as requested by the County pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

Contractor may also be required to register in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and may be required to have its subcontractors also register in the same database. Contractor must contact the County with any questions regarding registration requirements.

40. **SCHEDULE OF EXPENDITURE OF FEDERAL AWARDS:** In addition to the requirements described in "Use of ARRA Funds and Requirements," proper accounting and reporting of ARRA expenditures in single audits is required. Contractor agrees to separately identify the expenditures for each grant award funded under ARRA on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by the Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Nonprofit Organizations." This identification on the SEFA and SF-SAC shall include the Federal award number, the Catalog of Federal Domestic Assistance (CFDA) number, and amount such that separate accountability and disclosure is provided for ARRA funds by Federal award number consistent with the recipient reports required by ARRA Section 1512 (c). In addition, Contractor agrees to separately identify to each subcontractor and document at the time of sub-contract and at the time of disbursement of funds, the Federal award number, any special CFDA number assigned for ARRA purposes, and amount of ARRA funds. Contractor may be required to provide detailed information regarding expenditures so that the County may fulfill any reporting requirements under ARRA described in this section. The information may be required as frequently as monthly or quarterly. Contractor agrees to fully cooperate in providing information or documents as requested by the County pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

41. **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.

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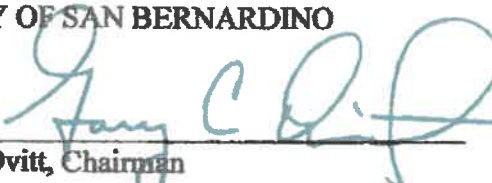

* * * * *

42. **AUTHORIZED SIGNATORS:** Both parties to this Lease represent that the signators executing this document are fully authorized to enter into this agreement.

END OF LEASE TERMS

COUNTY OF SAN BERNARDINO

TENANT: CONFIRE, JPA


 By: 
 Gary C. Ovitt, Chairman
 Board of Supervisors

Tom Hendrix, Fire Chief, City of Colton

Date: NOV 02 2010

Title: Chairman, CONFIRE Administrative Committee

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

Date: 9-01-2010


LAURA H. WELCH, Clerk of the Board of Supervisors

By: 
 Deputy

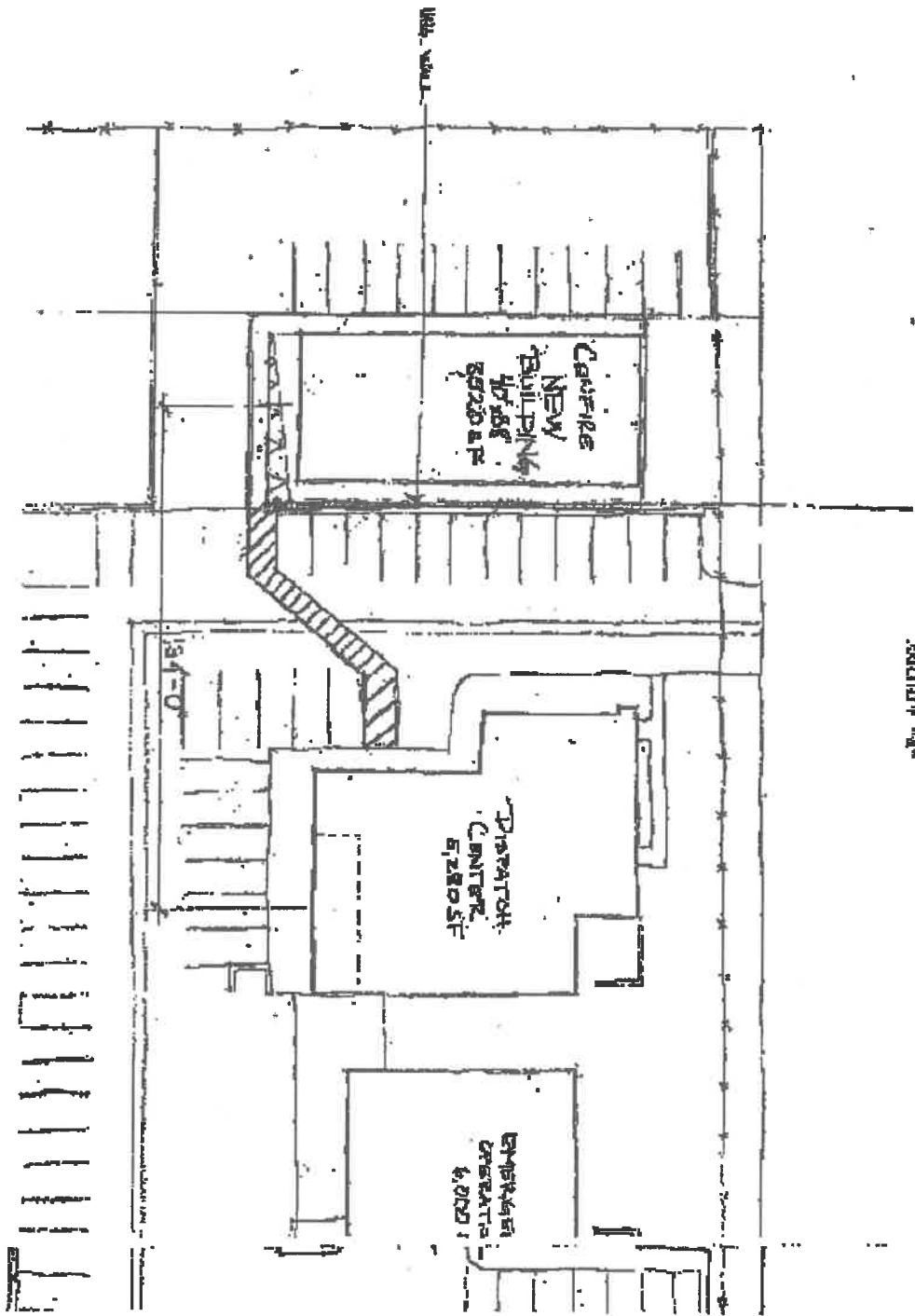


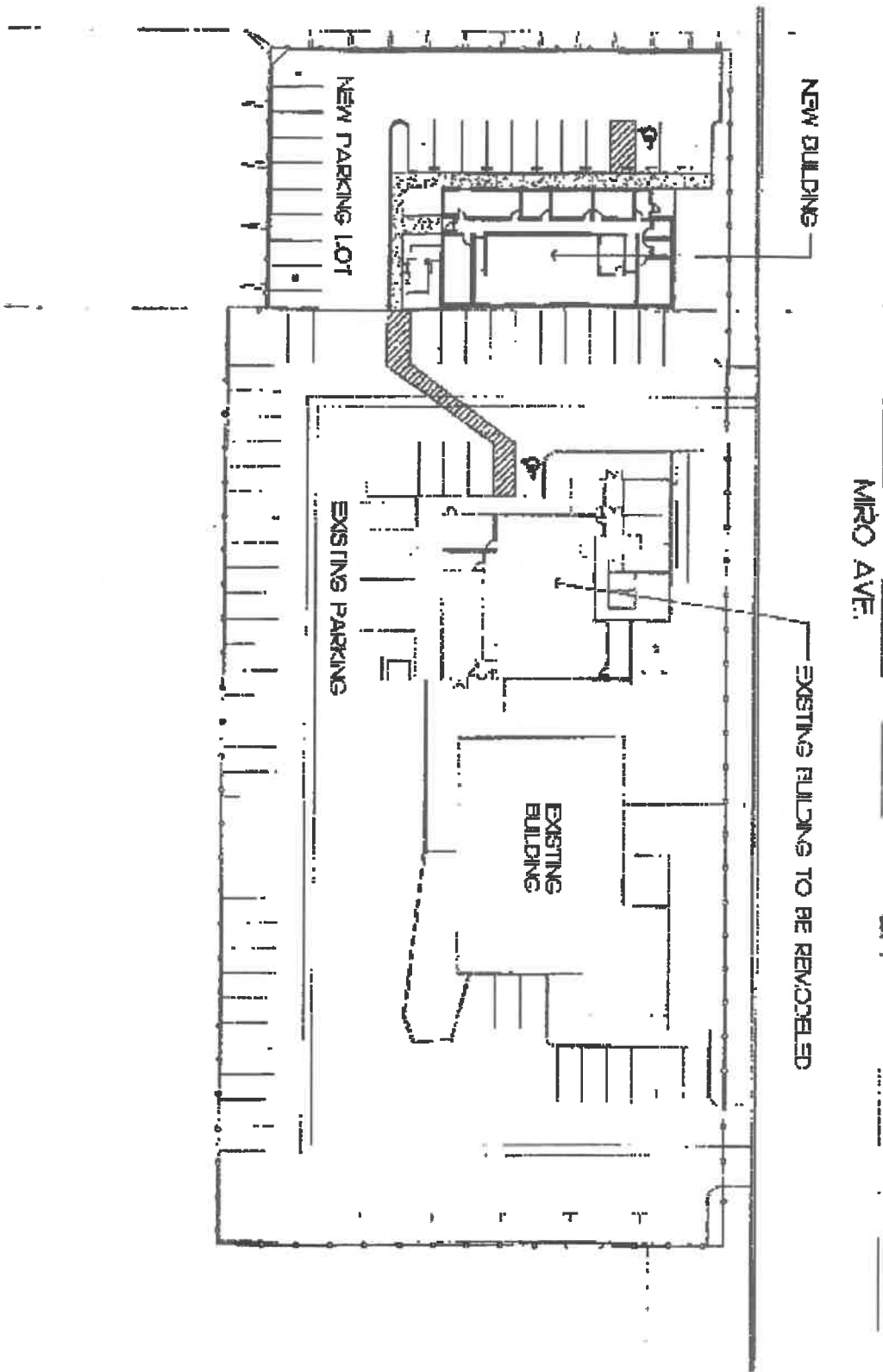
Approved as to Legal Form:

RUTH E. STRINGER, County Counsel
San Bernardino County, California

By: 
 Alan Green, Deputy County Counsel

Date: 8/25/10







County of San Bernardino

F A S

REQUEST FOR TRANSFER

COPY

DOCUMENT ID:	883	RT 07861
JV TRANS	DEPT.	RTRV NUMBER

12/6/2010

REASON: LEASE CONTRACT 10-991 CONFIRE

DEBIT DOCUMENT TOTAL	10.00	\$
CREDIT DOCUMENT TOTAL		10.00

FUND	DEPT	ORGANIZATION	APPR	OBJREV SOURCE	GRC/PROJ/JOB NUMBER	DESCRIPTION (25)	DEBIT AMOUNT (decrease cash)	CREDIT AMOUNT (increase cash)
NDN	883	100		2905	33002724	10-991 9/1/10-8/31/20	10.00	
AAA	RNT	RNT	200	2905	33002724	10-991 9/1/10-8/31/20		10.00
						<i>cc # 0832 Real Estate Services</i>		

DEPARTMENT:

Prepared By Jenny Thompson

Phone No. 909-356-2302

Mail Code RIALTO/CONFIRE

AUDITOR/CONTROLLER-RECORDER:

Reviewed By _____

Date 11/30/10

Approved By *[Signature]*

Rick Britt, Director