

## FACILITY USE AGREEMENT

This Facility Use Agreement (“Agreement”) is made and entered into this 5th day of February 2024 (“Effective Date”), by and between the City of Redlands, a municipal corporation (“City”), and the Consolidated Fire Agencies (“CONFIRE”). City and CONFIRE are sometimes individually referred to herein as a “Party” and, together, as the “Parties.”

### ARTICLE 1. PREMISES

- 1.1 City agrees to permit CONFIRE to use approximately one thousand and twelve (1,012) square feet of office space within the Citrus Center located at 300 E. State Street, Suite 320, Redlands, California (the “Premises”) on the terms and conditions hereinafter set forth.

### ARTICLE 2. TERM

- 2.1 The Initial Term of this Agreement shall commence on its Effective Date and be for a term of six (6) months. Provided CONFIRE is not in default or breach of this Agreement herein, City shall grant CONFIRE the option to renew the Agreement on a month-to-month basis for a term of six (6) months (Extended Term). CONFIRE shall provide City with two (2) weeks prior written notice of Lessee’s intention to exercise the Extended Term option.
- 2.2 Either Party may terminate this Agreement, without cause, by providing thirty (30) days prior written notice to the other Party specifying the date for termination of this Agreement.

### ARTICLE 3. RENTAL FEE

- 3.1 The monthly Base Rent shall be One Dollar (\$1.00) per month, payable on the first day of each month commencing on the Effective Date of this Agreement.

### ARTICLE 4. USE OF PREMISES

- 4.1 The Premises shall be used for the exclusive purpose of providing office space for administrative work. CONFIRE shall not use or permit the Premises to be used for any other purpose without the prior written consent of City.
- 4.2 During the term of this Agreement, CONFIRE shall, unless prevented by conditions beyond its control, conduct business of the type and nature specified in Section 4.1 of this Agreement on the Premises in a safe and business-like manner. CONFIRE shall assume full responsibility for its personal property used at the Premises, and shall hold City harmless for any theft or damage relating to CONFIRE’s personal property.
- 4.3 CONFIRE shall maintain the Premises in a clean and litter-free manner.
- 4.4 CONFIRE shall not commit, or permit the commission of, any acts on the Premises, or use or permit the use of the Premises, in any manner that will increase the existing rates for, or cause the cancellation of, any fire, liability, or other insurance policy insuring the Premises or the improvements on the Premises. CONFIRE shall, at its own cost and

expense, maintain insurance for all personal property and improvements on the Premises.

- 4.5 CONFIRE shall not commit, or permit the commission by others, of any waste on the Premises. CONFIRE shall not maintain, commit, or permit the maintenance or commission of any nuisance on the Premises, and CONFIRE shall not use or permit the use of the Premises for any unlawful purpose.

#### ARTICLE 5. COMPLIANCE WITH LAWS

- 5.1 CONFIRE shall, at CONFIRE's sole cost and expense, comply with all statutes, ordinances, regulations, and requirements of all governmental entities, federal, state and county or municipal, relating to CONFIRE's use and occupancy of the Premises for CONFIRE's operation of business whether those statutes, ordinances, regulations, and requirements are now in force or are subsequently enacted. The judgment of any court of competent jurisdiction, or the admission by CONFIRE in a proceeding brought against CONFIRE by any government entity that CONFIRE has violated any such statute, ordinance, regulation, or requirement shall be conclusive as between City and CONFIRE and shall constitute grounds for termination of this Agreement by City.

#### ARTICLE 6. INDEMNITY AND INSURANCE

- 6.1 CONFIRE shall defend, indemnify and hold harmless City, and its elected officials, officers, employees and agents from and against any and all claims, causes of action, damages and liability resulting from CONFIRE's negligent acts or omissions, and the willful misconduct of CONFIRE, and that of CONFIRE's agents, employees and invitees, related to CONFIRE's occupation and use of the Premises during the term of this Agreement. This section shall survive any termination or expiration of this Agreement.
- A. Comprehensive general liability insurance, with carriers acceptable to City, with minimum coverage of One Million Dollars (\$1,000,000) per occurrence, and Two Million Dollars (\$2,000,000) aggregate for public liability, property damage and personal injury. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City. A certificate of insurance with endorsements evidencing such coverage shall be provided to City prior to AARP's occupancy of the Premises.
- B. Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements with an insurance carrier acceptable to City, or certification to City that CONFIRE is self-insured or exempt from the worker's compensation laws of the State of California. CONFIRE shall provide City with Exhibit "A," titled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference prior to occupancy of the Premises.
- C. CONFIRE shall defend, indemnify and hold harmless City, and its elected officials, officers, employees, agents, and volunteers, from any and all damages, costs, suits, claims, losses and liability for injury to persons including death, and damage to property, arising out of, or in connection with, any act or omission of CONFIRE or its officers, employees, agents or volunteers, in connection with operation of its business at the Premises.

ARTICLE 8. TAXES AND UTILITIES

- 7.1 City shall pay, and hold CONFIRE free and harmless from, all charges for the furnishing of gas, water, sewer, electricity, solid waste disposal and other public utilities provided to the Premises during the term of this Agreement. CONFIRE shall pay, and hold City free and harmless from, all charges for telephone usage by CONFIRE at the Premises.

ARTICLE 8. ATTORNEYS' FEES

- 8.1 In the event any action is commenced to enforce or interpret the terms or conditions of this Agreement, the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for use of in-house counsel by a Party.

ARTICLE 9. NOTICES

- 9.1 Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile, if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a party may provide notice in accordance with this section:

CITY:

City Clerk  
City of Redlands  
35 Cajon Street  
P.O. Box 3005 (mailing)  
Redlands, CA 92373  
jdonadlson@cityofredlands.org  
(909) 798-7531

CONFIRE

Consolidated Fire Agencies  
Attn: Nathan Cooke, Interim Director  
1743 Miro Way  
Rialto, CA 92376  
ncooke@confire.org  
(909) 356-2302

ARTICLE 10. MISCELLANEOUS

- 10.1 CONFIRE shall not encumber, assign, or otherwise transfer this Agreement, any right or interest in this Agreement, or any right or interest in the Premises or any improvements that may now or hereafter be constructed or installed on the Premises. Any encumbrance, assignment, transfer or subletting by CONFIRE without the prior written consent of City, whether voluntary or involuntary, by operation of law or otherwise, is void and shall, at the option of the City, result in immediate termination of this Agreement.
- 10.2 This Agreement constitutes the entire agreement between City and CONFIRE respecting CONFIRE's use of the Premises, and correctly sets forth the obligations of City and CONFIRE to each other as of its Effective Date. Any agreements or representations between the Parties respecting the Premises not expressly set forth in this Agreement are

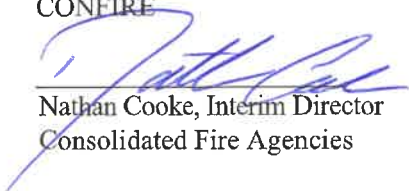
null and void.

- 10.3 In the event any action is commenced to enforce or interpret the terms or conditions of this Agreement, the prevailing Party shall, in addition to any costs and other relief be entitled to the recovery of its reasonable attorneys' fees, including fees for use of in-house counsel by a Party.
- 10.4 This Agreement may be terminated by either Party by giving thirty (30) days prior written notice to the other Party.

CITY OF REDLANDS

\_\_\_\_\_  
Chris Boatman, Assistant City Manager

CONFIRE

  
\_\_\_\_\_  
Nathan Cooke, Interim Director  
Consolidated Fire Agencies

ATTEST:

\_\_\_\_\_  
Jeanne Donaldson, City Clerk

**EXHIBIT "A"**

**WORKERS' COMPENSATION INSURANCE CERTIFICATION**

Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE


I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work and activities required or permitted under this Agreement. (Labor Code §1861).

\_\_\_\_\_ I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure, or a certification of workers' compensation insurance.

I certify under penalty of perjury under the laws of the State of California that the information and representations made in this certificate are true and correct.

CONFIRE

Date: 2/13/24

By:   
Nathan Cooke, Interim, Director  
Consolidated Fire Agencies