



County of San Bernardino

FOR COUNTY USE ONLY

ORIGINAL

<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code	CC	Dept.	Contract Number 04.484		
County Department Real Estate Services Dept.			Dept. Orgn.	Contractor's License No.		
County Department Contract Representative David H. Slaughter, Director			Telephone 387-7813	Total Contract Amount		
Contract Type <input 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. N31596	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 REDLANDS - DPH			Estimated Payment Total by Fiscal Year			
			FY	Amount	I/D	
Contract Type - 2(d)						

CONTRACTOR CITY OF REDLANDS, a municipal corporation

Federal ID No. or Social Security No. _____

Contractor's Representative Sue Fair

Address P.O. Box 3005, Redlands, CA 92373

Phone (909) 798-7572

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

This agreement is for a period of three years with three (3) one-year options to extend. The agreement provides for use of the premises consisting of a multi-purpose room and small classroom. Use fee is \$270.00 per month.

The City of Redlands shall provide all interior and exterior maintenance to include grounds, roof, wall, foundation, plumbing, parking lot maintenance and exterior lighting. The City will pay water, trash, repair, janitorial, fire alarm service, sewer, electricity and gas.

(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 5-27-04

FACILITY USE AGREEMENT

Preamble

This Facility Use Agreement is executed this _____ day of June 2004, which date is the date of the last execution between the City of Redlands, a Municipal Corporation, ("City "), and the County of San Bernardino County ("County").

In consideration of the mutual promises contained herein, County agrees to rent from the City the multi-purpose room and small class room, consisting of approximately 2,450 square feet, located at 111 West Lugonia Avenue at the Redlands Community Center, Redlands, California ("the Premises") on the following terms and conditions:

ARTICLE 1. TERM

Section 1.01. This Agreement shall be for an original term of three (3) years, unless terminated by either City or County, by providing written notice of such termination to the other, ninety (90) days prior to the date of termination. County shall have the option to renew this Agreement for three successive one-year terms. Written notice of County's desire to exercise its option shall be given to City ninety (90) days prior to the end of the original term and any renewal term.

ARTICLE 2. RENT

Section 2.01. Commencing upon execution of this Agreement, County shall pay to City the sum of \$270.00 ("Rent") in arrears on the last day of each month during the term (including renewals). City shall submit to County a written invoice identifying County's specific dates for use and the Rent. Rent for partial months occurring at the commencement and termination of the term of this Agreement shall be prorated accordingly. Upon termination of this Agreement, any unused portion of rent shall be reimbursed to County.

ARTICLE 3. USE OF PREMISES

Permitted Use

Section 3.01. The Premises shall be used for the exclusive purpose of operating and conducting the County's Department of Public Health WIC (Women-Infant-Children) programs. County shall not use or permit the Premises to be used for any other purpose, without the prior written consent of the City.

Operation of Business

Section 3.02. During the term of this Agreement, County shall, unless prevented by conditions beyond County's control, conduct business of the type and nature specified in Section 3.01 of this Facility Use Agreement on the Premises in a diligent and business like manner. The Premises shall be used the first, second, third and fourth Wednesday and Thursday of every month, from 7:30 a.m. to 4:30 p.m. In the event that scheduling modifications are necessary, County shall make a forty-five (45) day advance schedule change request to City indicating the proposed modification. City shall respond to such requests within two (2) weeks of receipt.

City shall allow County to have data cabling and electrical outlets installed on the Premises. County shall bear all costs attendant to this installation. In addition, City shall allow County to install a locking cabinet in the Electrical Room for storage of controller and modem. County shall have unrestricted access to this cabinet. City shall allow County to place a freestanding storage unit outdoors, between the Multi-purpose room and senior center. County shall assume full responsibility for personal property and shall hold City harmless for any theft, damage or other incidents relating to County's personal property.

Insurance Hazards

Section 3.03. County shall not commit or permit the commission of any acts on the Premises, nor 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. County shall, at its own cost and expense, maintain insurance for all personal property and improvements on the Premises.

Waste or Nuisance

Section 3.04. County shall not commit or permit the commission by others of any waste on the Premises. County shall not maintain, commit or permit the maintenance or commission of any nuisance on the Premises, and County shall not use or permit the use of the Premises for any unlawful purpose.

Compliance with Laws

Section 3.05. County shall, at County's sole cost and expense, comply with all statutes, ordinances, regulations, and requirements of all governmental entities, both federal and state and county or municipal, relating to County's use and occupancy of the Premises for County's operation of business as stated in Section 3.02 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 County in a proceeding brought against County by any government entity, that County has violated any such statute, ordinance, regulation, or requirement shall be conclusive as between City and County and shall constitute grounds for termination of this Agreement by City.

ARTICLE 4. TAXES AND UTILITIES

Utilities

Section 4.01. City shall pay, and hold County free and harmless from, all charges for the furnishing of gas, water, sewer, electricity, solid waste disposal and other public utilities to the Premises during the term of this Agreement. Telephone usage will be such that all calls to WIC staff shall be limited frequency and of an urgent nature. Outgoing calls made by the on-site WIC staff shall be made by pay telephone.

Computers

Section 4.02. County shall pay, and hold City free and harmless from, all charges for using and maintaining WIC computers and ancillary computer equipment.

ARTICLE 5. INDEMNITY AND INSURANCE

Section 5.01. County is a self-insured public entity. The County shall defend, indemnify and hold harmless City, its elected officials, officers, employees, agents and volunteers from any and all liabilities for injury to persons and damage to property arising out of any negligent act or omission of the County, its officers, employees, agents or volunteers in connection with the County's obligations under this Agreement.

City is a self-insured public entity. The City shall defend, indemnify and hold harmless the County, its officers, employees, agents and volunteers from any and all liabilities for injury to persons and damages to property arising out of any negligent act or omission of the City, its officers, employees, agents or volunteers in connection with the City's obligations under this Agreement.

ARTICLE 6. MISCELLANEOUS

Restriction Against Subletting or Assignment

Section 6.01. County 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 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 City result in the immediate termination of this Agreement.

Notices

Section 6.02. Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either party to this Agreement by the other party to this Agreement shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom they are directed, or in lieu of personal service, when deposited in the United States mail, first-class postage pre-paid, addressed to County at County of San Bernardino, Real Estate Services Department, 825 East Third Street, Room 207, San Bernardino, CA 92415-0832 or to City at City of Redlands, 111 West Lugonia Avenue, P. O. Box 3005, Redlands, CA 92373. Either party, County or City, may change its address for the purpose of this section by giving written notice of that change to the other party in the manner provided in this section.

Entire Agreement

Section 6.03 This Agreement constitutes the entire agreement between City and County respecting the County's use of the Premises, and correctly sets forth the obligations of City and

County to each other as of its date. Any agreements or representations respecting the Premises not expressly set forth in this Agreement are null and void.

Attorney's Fee

Section 6.04. In the event any action is commenced to enforce or interpret the terms or conditions of this Agreement, each party, including the prevailing party shall, bear its own costs and attorney's fees.

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Executed on Jan. 20, 2004 , at Redlands, California

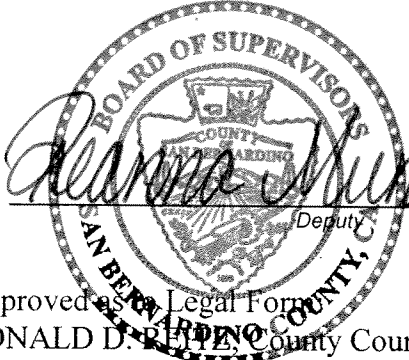
COUNTY OF SAN BERNARDINO

► *Dennis Hansberger*
Dennis Hansberger, Chairman
Board of Supervisors

Dated JUN 8 2004

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

Clerk of the Board of Supervisors of the County of
San Bernardino.

By *Marina Muniz*
 Deputy
Approved as Legal Form
RONALD D. PETERSON County Counsel

By: *John Lee*
Deputy

Dated: 3-09-04

CITY OF REDLANDS

By ► *Susan Pepler*
Susan Pepler

Dated January 20, 2004

Title Mayor

ATTEST: _____

By: *Lorrie Poyzer*
Lorrie Poyzer

Title City Clerk