



County of San Bernardino
HUMAN RESOURCES/RISK MANAGEMENT DIVISION
222 West Hospitality Lane, Third Floor
San Bernardino, CA 92415-0016

PAMELA H. THOMPSON
Risk Manager

CERTIFICATE OF INSURANCE
OR SELF-INSURANCE

JAMES J. HLAWEK
Assistant County Administrative Officer
Human Resources

In the event of cancellation of the self-insurance programs or policies designated below, it is the intent of the County of San Bernardino to mail 30 days' prior notice thereof to:

CITY OF REDLANDS

The County of San Bernardino certifies that the following self-insurance programs or insurance policies are in force:

As respects County of San Bernardino Public Health Department WIC Program's rental of the Community Room and Multi Purpose Room located at 111 West Lugonia Avenue, Redlands, CA from April 1, 1995 through September 30, 1995 on the 1st, 2nd, 3rd, and 4th Wednesday of each month from 7:30 until 4:30 p.m.
The County of San Bernardino agrees to indemnify and hold harmless the City of Redlands, its officers, employees, agents, and volunteers from any and all liabilities for injury to persons and damage to property arising out of any negligent acts or omissions of the County, its officers, employees or volunteers in connection with meetings with clients of WIC Program.

TYPE OF COVERAGE	COMPANY AND POLICY NO.	POLICY PERIOD	LIMITS OF LIABILITY	
			Bodily Injury	Property Damage
Comprehensive General Liability incl. Auto Liability	<i>self-insured</i>	<i>indefinite</i>	\$1,000,000 Combined Single Limits	
Excess Comprehensive General Liability incl. Auto Liability				
Airport Liability				
Excess Airport Liability				
Workers' Compensation	<i>self-insured</i>	<i>indefinite</i>	<i>statutory</i>	<i>no coverage</i>
OTHER				

This Certificate is not valid unless countersigned by an authorized representative of the County of San Bernardino, Risk Management Division/Human Resources.

cc: Betsy Cline, WIC Program Mgr/Public Health Dept.

June 13, 1995
Date


Authorized Representative

For information regarding the above self-insurance programs or policies, please contact Risk Management Division at (909) 386-8622.

LEASE

Preamble

This lease is made and entered into on Jan. 17, 1995, by and between the City of Redlands, a municipal corporation ("Landlord"), and San Bernardino County Department of Public Health ("Tenant").

Landlord, for and in consideration of the rent to be paid by Tenant and of the covenants and provisions to be kept and performed by Tenant under this lease, hereby leases to Tenant, and Tenant agrees to lease from Landlord, the following: the Multi-purpose (M.P.) room and meeting room located at 111 West Lugonia Avenue, Redlands, California, and described on Exhibit "A" attached hereto ("the Property").

ARTICLE 1. TERM OF LEASE

Original Term

Section 1.01. This lease shall be for a term of six (6) month, commencing at 12:01 a.m. on April 1, 1995 ("Commencement Date"), and ending at 12:01 a.m. on September 30, 1995 ("Original Term"), unless terminated earlier by Landlord by providing written notice of such cancellation to Tenant thirty (30) days prior to date of cancellation.

ARTICLE 2. RENT

Minimum Rent

Section 2.01. Tenant agrees to pay Landlord, a fixed minimum rental for the use and occupancy of the Premises (the "Minimum Rent"). The amount of Minimum Rent payable for

each month during the Original Term Shall be \$137. The Minimum Rent shall be paid in advance for the six month period from April 1, 1995 to September 30, 1995. In order to receive payment, a written invoice will be provided to the Tenant by the Landlord indicating specific dates of use, the Minimum Rent and the total fee for the six month period. Minimum Rent for partial calendar months occurring at the commencement and termination of the term of this lease shall be prorated accordingly.

ARTICLE 3. USE OF PREMISES

Permitted Use

Section 3.01 During the term of this agreement the Premises shall be used for the exclusive purpose of operating and conducting San Bernardino County Department of Public Health WIC (Women-Infant-Children) programs, for uses normally incident to that purpose, and for no other purpose. Tenant shall not use or permit the Premises to be used for any other purpose, without the prior written consent of the Landlord.

Operation of Business

Section 3.02. During the term of this Lease, Tenant shall, unless prevented by conditions beyond Tenant's control, conduct business of the type and nature in Section 3.01 of this lease on the Premises in a diligent and business-like manner. The Premises shall be used the first, second, third and fourth Wednesday of every month, from 7:30 a.m. to 4:30 p.m. In the event that scheduling modifications are necessary, Tenant will make a 45 day advance schedule change request to the Landlord indicating the proposed modification. Landlord will respond to this request within two weeks of receipt.

Insurance Hazards

Section 3.03. Tenant 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. Tenant shall, at its own cost and expense, comply with any and all requirements of Landlord's insurance carriers necessary for the continued maintenance at reasonable rates of fire and liability insurance policies on the Premises and the improvements on the Premises.

Waste or Nuisance

Section 3.04. Tenant shall not commit or permit the commission by others of any waste on the Premises. Tenant shall not maintain, commit, or permit the maintenance or commission of any nuisance on the Premises as defined in Civil Code Section 3479, and Tenant shall not use or permit the use of the Premises for any unlawful purpose

Compliance with Laws

Section 3.05. Tenant shall, at Tenant's own cost and expense, comply with all statutes, ordinances, regulations, and requirements of all governmental entities, both federal and state and county or municipal, (including those requiring capital improvements to the Premises,) relating to Tenant's use and occupancy of the Premises 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 Tenant in a proceeding brought against Tenant by any government entity, that Tenant has violated any such statute, ordinance, regulation, or requirement shall be conclusive as between Landlord and Tenant and shall constitute grounds for

termination of this lease by Landlord.

ARTICLE 4. TAXES AND UTILITIES

Utilities

Section 4.01. Landlord shall pay, and hold Tenant free and harmless from, all charges for the furnishing of gas, water, sewer, electricity, garbage pickup and disposal, and other public utilities to the Premises during the term of this lease. Telephone usage will be such that all calls to WIC staff at the Landlord's facility will be limited in frequency and of an urgent nature. Outgoing calls made by the on-site WIC staff will be done by pay phone.

ARTICLE 5. INDEMNITY AND INSURANCE

Section 5.01

The County of San Bernardino agrees to indemnify and hold harmless the Landlord, its 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 meetings with clients of the WIC Program.

(a) The tenant is a self-insured public entity. (See attachment B)

The City of Redlands agrees to indemnify and hold harmless the County of San Bernardino, its 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 City, its officers, employees or volunteers in connection with the meetings with clients of the WIC Program.

(a) The Landlord is a self-insured public entity.

ARTICLE 6. MISCELLANEOUS

Restriction Against Subletting or Assignment

Section 6.01. Tenant 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 without first obtaining the express written consent of Landlord. Tenant shall not sublet the Premises or any part of the Premises or allow any other person, other than Tenant's agents, servants and employees, to occupy the Premises or any part of the Premises without the prior written consent of Landlord. The consent by Landlord to one assignment, one subletting, or one occupation of the Premises by another person shall not be deemed to be a consent to any subsequent assignment, subletting or occupation of the Premises by another person shall not be deemed to be a consent to any subsequent assignment, subletting or occupation of the Premises by another person. Any encumbrance, assignment, transfer, or subletting without prior written consent of Landlord, whether voluntary or involuntary, by operation of law or otherwise, is void and shall be at the option of Landlord, terminate this Agreement. The consent of Landlord to any assignment of Tenant's interest in this lease or the subletting by Tenant of the Premises or parts of the Premises shall not be reasonably withheld.

Notices

Section 6.02. Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this lease or by law to be served on or given to either party to this lease by the other party to this lease 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 Tenant at

San Bernardino County Dept. of Public Health WIC Program
351 N. Mt. View Ave., San Bernardino, CA 92415-0010

or to the Landlord at 35 Cajon Street, Suite 200, P. O. Box 3005, Redlands, California, 92373.

Either party, tenant, or Landlord, 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 instrument constitutes the entire agreement between Landlord and Tenant respecting the Premises, the leasing of the Premises to Tenant, or lease term created under this lease, and correctly sets forth the obligations of Landlord and Tenant to each other as of its date. Any agreements or representations respecting the Premises or their leasing by Landlord to Tenant not expressly set forth in this instrument are null and void.

Time of Essence

Section 6.04. Time is expressly declared to be of the essence in this lease.

Executed on Aug. 14, 1995, at Redlands, California.

CITY OF REDLANDS (LANDLORD)

ATTEST:

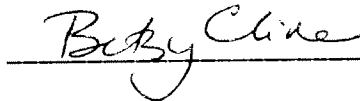
A handwritten signature in cursive script, appearing to read "Swen Larson", written over a horizontal line.

Swen Larson, Mayor

A handwritten signature in cursive script, appearing to read "Julie Goyz", written over a horizontal line.

City Clerk

COUNTY OF SAN BERNARDINO - WIC PROGRAM

A handwritten signature in cursive script, appearing to read "Betsy Cline", written over a horizontal line.

Betsy Cline, WIC Program Manager

EXIT

EXIT

GYM

Post # " brand fax transmittal memo 7671		1 of pages 1	
To: <i>Betsy Kline</i>	From: <i>Army</i>	City of Redlands	
Co. <i>Co. 1</i>	Dept. <i>City of Redlands</i>	Phone # <i>768-2545</i>	Fax # <i>768-2545</i>
Dept. <i>City of Redlands</i>	Phone # <i>768-2545</i>	Fax # <i>768-2545</i>	Fax # <i>768-2545</i>

*GAS METER

*ELECTRIC

BAQUET BALL

BAQUET BALL

MENS SHOWER

F

WOMENS SHOWER

WOMENS RR

MEETING ROOM

BOYS RR

OFFICE

F

GAME ROOM I
(Community Room)

GIRLS RR

CRAFT ROOM

BOYS RR

MAIN LOBBY

Door

OFFICE

KITCHEN

M.P. ROOM

OFFICE

STAFF ROOM

P. 1/1

E EXIT
F FIRE EXTINGUISHER