

AGREEMENT

THIS AGREEMENT is entered into between the San Bernardino Transit System, hereinafter referred to as "SBTS", and the City of Redlands, California, hereinafter referred to as "City".

Agreement to Enter City Property

The City grants permission to the SBTS, its agents and/or assigns, to enter upon property belonging to the City for the purpose of storing and fueling busses. Said property is described as follows:

That property known as the Texas Street City Yard bounded by Texas Street on the west, Oriental Avenue on the north, and Southern Pacific Railroad property on the south and east.

The SBTS shall provide a lock for the gate to said property. Also, the SBTS shall be responsible for any and all damage occurring to City property by the SBTS, its agents or assigns.

Agreement to Indemnify the City of Redlands, California

The SBTS shall indemnify and hold harmless the City, its officers, boards, commissions, agents and employees, against and from any and all claims, demands, actions, suits, liabilities, and judgments of every kind and nature and regardless of the merit of the same, arising out of or related to the use of said City property.

The terms of this Agreement shall be in full effect until cancelled by written 30 day notice from either party to the Agreement. Upon cancellation, SBTS shall no longer use the City Yard for any purpose.

Done this 1st day of April, 1975.

ATTEST:

Reggie A. Massey
City Clerk

APPROVED FOR FORM:

Edward Taylor
City Attorney

APPROVED:

Richard Cummings
Mayor, City of Redlands

APPROVED:

[Signature]
Chairman SBTS
Board of Directors

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City Clerk

APPROVED FOR FORM:

Edward H. Taylor
City Attorney

APPROVED:

Hubert Cummings
Mayor, City of Redlands

APPROVED:

Chairman - SBTS
Board of Directors

TO: R. P. Merritt, Jr.
FROM: J. F. Shefchik
DATE: March 26, 1975
SUBJECT: Agreement between City of Redlands and SBTS for use of
Old City Yard property.

Attached is a copy of a proposed agreement between the City of Redlands and the San Bernardino Transit Service providing for use of city-owned facilities at the Old City Yard by the San Bernardino Transit Service.

There is no cost to SBTS in conjunction with this agreement because housing of the busses in Redlands and providing a fueling point for these busses will eliminate the need to run the busses to and from San Bernardino on a daily basis if the busses were to be housed at the SBTS Yard. At the present mileage cost for busses, the elimination of four round trips daily to San Bernardino will actually result in a savings in our transit costs of approximately \$65.00 per day.

John Donnelly has discussed the proposed agreement with Paul Marsh, General Manager of SBTS and Mr. Marsh is satisfied with the proposed agreement.



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Att.