



Contract Number
S2020-006

SAP Number

County of San Bernardino

Department Contract Representative	Terry W. Thompson, Director
Telephone Number	(909) 387-5252
Contractor	28 th District Agricultural Association San Bernardino County Fair
Contractor Representative	Jennifer Monter
Telephone Number	(760) 951-2200
Contract Term	Six Months
Original Contract Amount	0.00
Amendment Amount	-
Total Contract Amount	0.00
Cost Center	

Briefly describe the general nature of the contract:

The License Agreement is for the emergency temporary use of certain premises, comprising of approximately 38,300 square feet of building space, 340,946 square feet of common area exterior space and 444,547 square feet of parking lot space located at 14800 7th Street, Victorville, CA for a period of six months, beginning April 1, 2020 through September 30, 2020, with the ability to extend on an "as needed" basis. Either party may terminate this License Agreement without cause upon a 14-day written notice.

FOR COUNTY USE ONLY

Approved as to Legal Form  Julie Surber, Principal Asst. County Counsel Date <u>5/28/2020</u>	Reviewed for Contract Compliance Date _____	Reviewed/Approved by Department Jim Miller, RES Manager Date _____
---	--	--

LICENSE AGREEMENT

This License Agreement ("Agreement") is made and entered into as of the 1st day of April 2020, by and between the 28th District Agricultural Association, commonly known as the San Bernardino County Fair (SBC Fair) and County of San Bernardino.

RECITALS

28th District Agricultural Association or SBC Fair is located in the City of Victorville and County of San Bernardino, California. The SBC Fair was created in legislation for the purpose of holding fairs, expos and exhibitions for the purpose of promoting California agriculture and constructing, maintaining, and operating recreational and cultural facilities of general public interest.

COUNTY OF SAN BERNARDINO is a political subdivision of the State of California tasked with handling emergency services. Due to the COVID-19 Pandemic County of San Bernardino has need to establish a staging area, and emergency medical treatment center and temporary hospital on a portion of the Property in order to meet the expanded need for medical treatment and hospital facilities resulting from the COVID-19 Pandemic.

A. DEFINITIONS

"SBC Fair" means the 28th District Agricultural Association, commonly known as SBC Fair.

"Building Use Selection Activation/Deactivation" means a document that includes a list of all available SBC Fair facilities and identifies and describes the buildings, structures and other areas that will constitute the License Area(s). The Building Use Selection Activation/Deactivation Form is attached as Exhibit A.

"License Area" means the portion(s) of the Property that the SBC Fair licenses to County Of San Bernardino to carry out its emergency functions in response to the COVID-19 Pandemic, as identified in a completed Building Use Selection Activation/Deactivation Form attached hereto as Exhibit A.

"County of San Bernardino Activities" ("Activities") means County of San Bernardino's use of the License Area as a base camp, staging area, alternative care site and emergency shelter to support the command , control and coordination of emergency response and evacuation needs, including but not limited to staging vehicles , equipment, supplies, shelters and materials used in connection with emergency operations and the temporary residency of County of San Bernardino and its employees , contractors, agents and representatives , as well as temporary residency of evacuees.

"Property" means the SBC Fair property, in its entirety, including all available facilities as listed in Building Use Selection Activation/Deactivation Form attached hereto as Exhibit A and located at 14800 7th Street in the City of Victorville and County of San Bernardino, California.

B. RESPONSIBILITIES OF SBC FAIR

1. Provide space and access to utilities, as available, for use for Activities.
2. Identify which buildings/areas of the Property are available for use at time of activation and throughout the duration of the event.
3. Provide 24/7 contact for access to activate License Area for Activities.
4. Coordinate all media or community inquiries regarding Activities with County of San Bernardino.
5. Within 30 days of the event, submit an invoice for utility and staff fees incurred.

C. RESPONSIBILITIES OF COUNTY OF SAN BERNARDINO

1. County of San Bernardino shall reimburse SBC Fair, upon receipt and approval of the invoice(s), the utility and staff fees, as described in Exhibit A, associated with the County of San Bernardino's usage of the License Area.

2. Identify which buildings/areas will be activated for use.
3. As soon as practical, complete Exhibit A to confirm buildings/areas activated per this Agreement.
4. Update Exhibit A if there are changes to the buildings in use for the Activities.
5. Provide an estimated timeline for duration of use.
6. Update SBC Fair on estimated timeline.
7. Provide contractor with contact(s) for duration of use.
8. Coordinate demobilization and return of facility.
9. Return the facilities used back to the original condition in which they were at the beginning of this Agreement.

D. TERMS AND CONDITIONS

SBC Fair agrees to allow County of San Bernardino use of the License Area under the following terms and conditions:

1. Building Use Selection Activation/Deactivation: A template Building Use Selection Activation/Deactivation is attached hereto as Exhibit A. SBC Fair and County of San Bernardino will update the attached template Building Use Selection Activation/Deactivation showing the specific facilities that County of San Bernardino selects to use for the Activities as soon as is practicable upon execution of this Agreement. SBC Fair will coordinate and consult with County of San Bernardino.
2. Use: County of San Bernardino shall use the License Area only for the purposes set forth in this Agreement. The License Area shall not be used for purposes other than those described in the Agreement without the prior written consent of the SBC Fair. County of San Bernardino shall continuously update SBC Fair with the names and contact information of County of San Bernardino's representatives as that information becomes available. County of San Bernardino's representatives agree to comply with applicable statutes, rules and regulations and County of San Bernardino shall be responsible for its actions while on the property.
3. Compensation: Compensation will be for the facilities identified in Exhibit A.
 - a. The County of San Bernardino will reimburse the SBC Fair the utility and staff fees, as described in Exhibit A, associated with the County of San Bernardino's usage of the License Area.
 - b. For full facility use, total compensation shall be \$0.00 plus the reimbursement for utility fees and County of San Bernardino requested SBC Fair staff fees.
 - c. For incidents that allow for deactivation of the License Area within the first 6 hours, the SBC Fair agrees to charge a nominal activation fee of \$100 and waive building rental fee. Criteria for this term includes:
 - i. Activation was minimal resulting in minimal involvement of fairgrounds staff,
 - ii. Did not result in full use of License Area, and
 - iii. Did not result in the cancelling of scheduled event use of the License Area.
 - d. RV sites will only be compensated if specifically activated by County of San Bernardino for responder use through Exhibit A.
 - e. County of San Bernardino will be responsible for the charges associated with use of the License Area for evacuee sheltering of displaced persons and any activation for medical use (i.e., POD site, alternative care site, quarantine, or medical triage site).
 - f. County of San Bernardino will be responsible for any charges associated for the use of the License Area for animal sheltering or evacuation of the jail.
4. Billing and Payment: SBC Fair shall submit itemized invoice(s) to County Of San Bernardino at 247 S. Boyd Street, San Bernardino, CA 92415-0059 within 15 days after completion of the

Activities as described herein. The final invoice of each fiscal year must be received by the County of San Bernardino no later than July 10th of each fiscal year.

5. Term, Expiration Date and Right to Terminate: The term of this Agreement begins on the Effective Date and shall expire six (6) months thereafter (Termination Date). Either party may, at its sole discretion and upon fourteen (14) days written notice, terminate this Agreement. The parties may extend the Agreement, on an as-needed basis, in writing executed by both parties.
6. Control of Property: By entering into this Agreement, the SBC Fair does not relinquish the right to control the management of any of its facilities or to enforce all necessary and proper rules for the management and operation of the same. SBC Fair's officers, agents and/or employees may enter the License Area at any time and on any occasion after providing prior notice of such entry to County of San Bernardino via the contact information provided in this Agreement.
7. Property Management: During County of San Bernardino's occupation and use of the License Area, County of San Bernardino shall have temporary, personal, and exclusive use of the License Area, notwithstanding Section 6 "Control of Property." The word "exclusive" in this Section refers only to the particular License Area designated in Exhibit "A" the Building Use Selection Activation/Deactivation for County of San Bernardino's Activities and accepted by SBC Fair. County of San Bernardino is responsible for maintaining the safety, security and efficiency of its equipment, personnel, and materials, and thus requires exclusive use of the License Area in order to meet those responsibilities. However, County of San Bernardino acknowledges and understands that the License Area will not encompass the entire Property and that County of San Bernardino does not retain any authority over the Property in whole by reason of its exclusive use of the License Area. County of San Bernardino shall designate a primary representative to coordinate property management with a SBC Fair representative for the duration of County of San Bernardino's Activities. Any disagreement over property management shall be decided by SBC Fair.
8. Condition of Property: County of San Bernardino accepts the License Area "AS-IS," "WHERE-IS" and "WITH ALL-FAULTS " subject to all applicable zoning, municipal, county and state laws, ordinances and regulations governing and regulating the use of the License Area, and accepts this Agreement subject thereto and to all matters disclosed thereby.
9. Custodial Services: County of San Bernardino shall be solely responsible for securing custodial resources, including supplies and custodial services labor to perform and maintain cleaning and sanitation of the License Area(s).
10. Collection and Disposal of Non-Traditional and/or Hazardous Waste: County of San Bernardino shall comply with all applicable laws, Federal, State or local, during the term of this Agreement pertaining to the use, storage, transportation, and disposal of any non-traditional and/or hazardous waste or substance, including but not limited to transformers, debris or medical waste as that term is defined in such applicable law, that is generated by any disaster relief effort utilizing the SBC Fair.
11. Signs and Posters/Publicity: County of San Bernardino shall not post, exhibit, or allow to be posted signs, advertisements of any description on the Property without prior approval of the SBC Fair. County of San Bernardino may post signs identifying the SBC Fair as a specific type of County of San Bernardino disaster operation in SBC Fairs approved as to form and content by the SBC Fair. All such signs shall be removed by County of San Bernardino when the disaster operation concludes. The SBC Fair shall coordinate with County of San Bernardino towards the furtherance of public messaging identifying the SBC Fair as an emergency operations center, and may utilize its own publicity apparatus as necessary and appropriate.
12. Closing an Incident: County of San Bernardino shall notify SBC Fair of the close of Activities. Prior to vacating the License Area, the County of San Bernardino and SBC Fair shall jointly conduct a post-occupancy inspection of the License Area.

13. Removal and Disposition of County of San Bernardino's Equipment and Personal Property: During the term of this Agreement, all equipment and personal property placed in, upon or under the License Area by County of San Bernardino shall remain the property of County of San Bernardino and shall be removed by County of San Bernardino at its sole cost and expense no later than the expiration or Termination Date of this Agreement.

Should County of San Bernardino fail to remove said equipment and personal property by the expiration or Termination Date of this Agreement, the SBC Fair may do so at the risk of, and cost to County of San Bernardino. Upon written demand by the SBC Fair, County of San Bernardino shall immediately pay all reasonable costs and expenses of the removal of County of San Bernardino's equipment and personal property.

County of San Bernardino may, however, with written consent of the SBC Fair, abandon in place any and all of County of San Bernardino's equipment and personal property, whereupon, as abandoned, title to said improvements will vest in the State.

Upon termination of this Agreement, County of San Bernardino shall restore any damage caused by said removal. Except, however, the SBC Fair may approve, in writing, any deviation from this requirement.

For any additional period beyond the term of this Agreement in which the equipment, materials or personal property of County of San Bernardino remain on the License Area, the SBC Fair shall be entitled to all other justifiable costs incurred.

14. Damage or Defacement of Property: County of San Bernardino agrees if the Property, or SBC Fair's equipment or personal property are damaged by the act, default or negligence of County of San Bernardino or County of San Bernardino's representatives, County of San Bernardino shall repair and restore the property, equipment and personal property to its original condition prior to such damage.
15. Indemnification and Hold Harmless Clause: Each party shall defend, indemnify and hold the other party, its officers, employees, and agents harmless from and against any and all liability, loss, expense including reasonable attorneys' fees or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expenses, attorneys' fees ; or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees, and only to the extent authorized by applicable law.
16. Safe Condition: County of San Bernardino, at its sole cost and expense, shall maintain the License Area in good, clean, safe, and sanitary conditions during occupation of the License Area. County of San Bernardino acknowledges and understands that the License Area is part of SBC Fair's facility grounds which may be open to the public and other users and it is imperative that the facility is maintained in a good, clean, safe and sanitary condition.
17. Independent Contractors: The parties hereto agree that County of San Bernardino, and any of its agents, servants, or employees of County of San Bernardino, in the performance of this Agreement, shall act in an independent capacity and not as officers, servants, agents or employees of the SBC Fair.
18. Waiver: Any waiver with respect to any provision of this Agreement shall not be effective unless in writing and signed by the party against whom it is asserted. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained.
19. Writing Requirement: Notwithstanding anything herein contained to the contrary, this Agreement may be terminated and the provisions of this Agreement may be altered, changed, or amended, by mutual consent of the parties hereto. It is mutually understood and agreed that no alterations or variation of the terms of this Agreement shall be valid unless made in writing and signed by SBC Fair and County of San Bernardino, and that no oral understanding or agreement not incorporated herein, and no alterations or

variations of the terms hereof unless made in writing between the parties hereto, shall be binding on any of the parties hereto.

- 20. Time is of the Essence: Time is of the essence with respect to the performance of every provision of this Agreement in which time of performance is a factor.
- 21. Counterparts: This Agreement may be executed in identical counterpart copies, each of which shall be an original, but all of which taken together shall constitute one and the same agreement.
- 22. Notice: Notice necessary to the performance of this Agreement shall be given in writing by personal delivery or by prepaid first-class mail addressed as follows:

CONTACT INFORMATION

28th District Agricultural Association/SBC Fair
14800 7th Street, Victorville, CA 92395
92415 Attn: Jennifer Monter – CEO
760-951-2200

County of San Bernardino
385 N Arrowhead, CAO-5th Floor, San Bernardino, CA
Attn: Daniel Munoz
909-356-3998

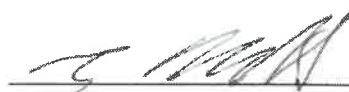
- 23. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

IN WITNESS WHEREOF, this Agreement has been executed in duplicate, or triplicate when required, by and on behalf of the parties hereto, on the day and year first written.

 5/18/2020

Signature Date

28th District Agricultural Association/SBC Fair
14800 7th Street, Victorville, CA 92395
CA 82415 Attn: Jennifer Monter – CEO
760-951-2200

 5/15/20

Signature Date

County of San Bernardino
385 N Arrowhead, CAO – 5th San Bernardino,
Attn: Gary McBride
909-387-5417

Exhibit A

Building Use Selection Activation/Deactivation

Select the building(s) being activated, date and time. To open additional buildings or close buildings, update this checklist and see D. Terms and Conditions 1-3 for full details. When demobilizing and deactivating, update this checklist and see D. Terms and Conditions 4-13 for full details. The cost for all identified buildings, external parking lot and open space for use for staging, storage and appropriate ambulatory routes in and around the facilities shall be included in the \$0.00 daily rate as described in Section D.3. See attached map for further description of the License Area.

Identify which building(s) will be activated based on need:

- 1. Bldg 1 – Baby Tree
 - a. 14,000 sq. ft., 933 sitting, 2000 standing capacity, roll up door accessible, restrooms

Date & Time of activation: _____

Date & Time of deactivation: _____

- 2. Bldg 2 – Toyota
 - a. 14,000 sq. ft., 933 sitting, 2000 standing capacity, roll up door accessible, restrooms

Date & Time of activation: _____

Date & Time of deactivation: _____

- 3. Bldg 5 – Kids Komplex
 - a. 2500 sq. ft., 167 sitting, 300 standing capacity, roll up door accessible, restrooms

Date & Time of activation: _____

Date & Time of deactivation: _____

- 4. Bldg 6 – Alaska USA
 - b. 7800 sq. ft., 500 sitting, 1070 standing capacity, restrooms
 - c. Not for patient use; this is fully carpeted and Licensee will be responsible for expense to have the carpet professionally cleaned once deactivated. Licensee will be invoiced.

Date & Time of activation: _____

Date & Time of deactivation: _____

SBC Fair Staffing costs

1. Maintenance/Grounds Staff - \$25 per staff, per hour – 1-SBC Fair Staff member will be on sight during the duration of this activation as the expense of County of San Bernardino
 - a. Additional staffing if needed is \$25 per staff, per hour. Additional staffing shall be in writing by email from an authorized representative of County of San Bernardino Office of Emergency Services.

Date & Time of activation: _____

Date & Time of deactivation: _____

ACS-2 Map Clean



ACS-2 Use areas

USDA FSA | Esri Community Maps Contributors, City of Victorville, BuildingFootprintUSA, Esri, HERE, Garmin, SafeGraph, INCREMENT P, METU/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA