

This Agreement, entered into by and between the **Mt. San Jacinto Community College District**, a California Community College District (hereinafter referred to as "Program Provider") and the **City of Beaumont**, a general law city, (hereinafter referred to as "Facility Operator", together with Program Provider, "Parties"), for the use of the **Pass Biz Hub**, on the terms and conditions set forth hereafter.

RECITALS

WHEREAS, the **City of Beaumont** ("City") owns the real property located at 514 N. California Avenue, in Beaumont California, known as the **Pass Biz Hub** ("Facility"); and

WHEREAS, Facility Operator is responsible for the general operations of the Facility, on behalf of the City; and

WHEREAS, Facility Operator and Program Provider desire to enter into this Agreement for Program Provider to utilize space(s) within the Facility to provide training and courses ("Program(s)") based upon the Terms and Conditions set forth herein; and

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the Program Provider and Facility Operator agree as follows:

TERMS AND CONDITIONS

USE OF FACILITY

- A) **Purpose.** Facility Operator requires partners who are willing and able to provide training and courses at the Facility for the benefit of the public. Program Provider is specifically qualified and capable of providing the Program(s) described in this Agreement. Nothing in this Agreement shall limit Program Provider's ability to offer Program(s) at its other locations.
- B) **Use of Property.** Program Provider agrees to use the Facility for the purpose of providing the Program(s), as described in **Exhibit "A."** Program Provider shall be solely responsible for the administration and operation of its Program(s) and for providing any necessary materials, equipment, and personnel. All programming-related decisions, including but not limited to, curriculum, training, instruction, and/or personnel, shall be at the sole cost and discretion of Program Provider. Facility Operator shall provide Program Provider access to space(s) in the Facility, designated in **Exhibit "B."**, ("Program Space") that are sufficient for the operation of the Program(s). Program Provider, its employees, agents, contractors, vendors, licensees, and invitees, shall have the right to access the Facility as may reasonably be necessary for the use of the Program Space). Program Provider shall be responsible for the acts and omissions of its employees, agents, contractors, vendors, licensees, and invitees while present at the Facility and in the Program Space. Program Operator shall obtain the prior written approval of Facility Operator for any alterations or modifications to the Program Space or the Facility which approval shall be at the sole cost expense and responsibility of the Program Operator.
- C) **Facility Operator's Maintenance and Operations Obligations.** Facility Operator shall be solely responsible for the operation and maintenance of the Facility. Facility Operator shall maintain the Facility in reasonably good condition and repair. Program Provider shall have no maintenance or repair obligations with respect to the Facility.
- D) **Custodial Services.** Facility Operator shall be responsible for, and provide, custodial services to the Facility as may reasonably be necessary for the use of the space(s) pursuant to this Agreement. Program Provider shall have no custodial obligations with respect to the Facility.
- E) **Utilities.** Facility Operator shall assume full responsibility for all utilities consumed at the Facility, including, but not limited to, janitorial services, trash removal, internet services, water, gas, recycling, and

electricity. Program Provider shall have no responsibilities or obligations with respect to utilities for the Facility.

- F) **Damages.** Facility Operator shall assume full responsibility for adequate care and protection of the Facility.
- G) **Personal Property.** Program Provider shall have no duty or responsibility for the protection, safeguarding, care, or storage of any personal property belonging to Facility Operator, nor shall Program Provider be liable for any damage to personal property used or left at the Facility or any surrounding property by Facility Operator, its employees, agents, contractors, customers, guests, or invitees, including but not limited to damage caused by fire, earthquake, acts of nature, vandalism, theft and/or burglary. Program Provider shall be responsible for all materials, equipment, and/or other personal property belonging to Program Provider and its employees, agents, guests and invitees installed, used, or maintained at the Facility within the Program Space.
- H) **Fees.** Except as provided herein to the contrary, no fee shall be charged to Program Provider for occupancy or use of the Facility.
- I) **Security and Supervision.** Facility Operator shall provide appropriate security and supervision of all activities held at the Facility. Program Provider agrees to cooperate with Facility Operator in maintaining its security needs.
- J) **TERM.** The Term of this Agreement shall commence on **July 1, 2025**, and, unless sooner terminated under any provision hereof, shall expire on **June 30, 2028** ("Expiration Date").

TERMINATION

- A) **Optional.** Either party may terminate this Agreement at any time, without cause, upon sixty (60) calendar days' written notice provided to the other party.
- B) **For Cause.** Either party may terminate this Agreement at any time for either party's breach of its obligations under the Agreement, upon thirty (30) calendar days' written notice provided to other party ("Termination of Agreement for Cause").
- C) Upon termination or expiration of this Agreement, Program Provider shall surrender use of the Facility and remove all personal property therefrom.

MUTUAL LIABILITY AND INDEMNIFICATION

Facility Operator and Program Provider will mutually protect, indemnify, defend and hold each other harmless from and against any costs, losses, claims, demands, suits, actions, payments, and judgments, or other liabilities or expenses, including legal and attorney's fees, and including, but not limited to, expenses that may arise out of or result from, in whole or in part, a breach of a party's obligations under this Agreement or the negligent, wrongful, or willful acts or omissions of the other party under this Agreement. Neither party shall have the obligation to indemnify, defend, or hold the other party harmless for the other party's sole negligence or willful misconduct. This indemnity section shall survive the termination of the Agreement and is in addition to any other rights or remedies that the Program Provider may have under the law or this Agreement.

INSURANCE

- A) The Parties are required to provide a certificate of insurance to the other party prior to the use of Facility under this Agreement.
- B) Facility Operator and Program Provider will maintain for themselves appropriate commercial general liability insurance coverage in the minimum amounts of \$1,000,000 per occurrence (combined single limit for bodily injury and property damage); \$1,000,000 for personal and advertising injury liability; \$1,000,000 aggregate on products and completed operations and \$3,000,000 for general aggregate.

- C) The procuring of such required policy or policies of insurance shall not be construed to limit either Party's liability hereunder or to fulfill the indemnification provision and requirements of this Agreement. Notwithstanding said policy or policies of insurance, either party shall be obligated for the full and total amount of damage, injury, or loss caused by negligence or neglect connected with this Agreement or with use or occupancy of the Facility.

FORCE MAJEURE

Neither party shall be liable for any costs or damages due to delay or nonperformance under this Agreement arising out of any cause or event beyond such party's control, including, without limitation, cessation of services hereunder or any damages resulting therefrom to the other party as a result of work stoppage, power or other mechanical failure, computer virus, natural disaster, pandemic, governmental action, or communication disruption.

COOPERATION IN DISPOSITION OF CLAIMS

The Parties agree to cooperate with each other in the timely investigation and disposition of audits, disciplinary actions, and third-party liability claims arising out of the use of the Facility under this Agreement. The Parties shall notify one another as soon as possible of any adverse event which may result in liability to the other party. It is the intention of the parties to fully cooperate in the disposition of all such audits, actions or claims. Such cooperation may include, but is not limited to, sharing records, timely notice, joint investigation, defense, disposition of claims of third parties arising from services performed under this Agreement, and making witnesses available.

NO EMPLOYMENT, PARTNERSHIP, OR AGENCY RELATIONSHIP

- A) Nothing in this Agreement shall be construed as creating an employment, partnership, joint venture, association or agency relationship between the Parties. Each party will be, and is, independent of the other, and is not an employee, partner or agent of the other party.
- B) Each party will determine the method, details and means of performing its obligations under this Agreement, including, without limitation, exercising full control over the employment, direction, compensation and discharge of all persons assisting each respective party subject to the limitations described herein.
- C) Each party shall be solely responsible for all matters relating to the payment of its respective employees, including compliance with state and federal taxes, social security, furnishing or withholding any and all employee benefits, and all regulations governing such matters.

COMPLIANCE WITH LAWS

During the term of the Agreement, the Parties shall comply with all applicable federal and state laws and regulations concerning their respective obligations under this Agreement, including those not expressly referenced in this Agreement.

ATTORNEYS' FEES

Each party shall bear its own attorneys' fees and costs, including court costs, expert witness fees, and investigation expenses, in any suit or action to enforce any of the terms of the Agreement.

ENTIRE AGREEMENT OF PARTIES

This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

GOVERNING LAW

This Agreement shall be governed by, and the rights, duties and obligations of the Parties shall be determined and enforced, in accordance with the laws of the State of California.

ARBITRATION

Subject to the foregoing requirements, the Parties agree that any controversy or claim, including any claim of misrepresentation, arising out of or related to this Agreement, or the Parties' rights and obligations under this Agreement, shall be settled by arbitration under the then current rules of the American Arbitration Association. The Parties agree to equally share in the arbitration fees and costs. Any arbitration hereunder shall be held in Riverside County, California.

ASSIGNMENT

The Parties may not assign this Agreement without the express written consent of the other party, and any attempt by a party to affect such an assignment without the express written consent of the other Party shall make this Agreement terminable at the option of the non-assigning party. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

COOPERATION WITH OTHER OCCUPANTS OF THE PROPERTY

It is understood and recognized by Program Provider that the Facility may be used by other parties, during Program Provider's use of Facility under this Agreement. Program Provider shall cooperate with the other parties in reaching amicable arrangements concerning such use as may be necessary. The Parties agree to promptly respond to concerns relating to use of the Facility expressed by either party, or neighbors of the Facility.

NON-DISCRIMINATION

The Parties shall not discriminate against anyone on any basis protected under California and/or Federal law.

WAIVER AND MODIFICATION

Failure by either Party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. Any waiver, amendment, or other modification of any provision of this Agreement will be effective only if in writing and signed by the Parties.

COUNTERPARTS

This Agreement and all amendments and supplements to it may be executed by the Parties in counterparts, and all counterparts together shall be construed as one document and an original copy.

SECTION HEADINGS

The section headings contained herein are for convenience in reference and are not intended to define the scope of any provision of this Agreement.

SEVERABILITY

Should any provision of this Agreement be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed, and the remaining provisions shall continue as valid, legal and enforceable.

INCORPORATION OF RECITALS AND EXHIBITS

The Recitals and each Exhibit attached hereto are hereby incorporated by reference as though fully set forth herein.

EXECUTION OF AGREEMENT

This Agreement will not become effective or in force until the Parties have fully executed this Agreement. Only the legally authorized representative of each organization is allowed to sign this Agreement.

[signatures on following page]

In witness whereof, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

Facility Operator Signature:

Program Provider Signature:

Elizabeth Gibbs

City Manager
City of Beaumont



Michael Beckham (May 7, 2025 09:20 PDT)

Michael Beckham

Interim Vice President of Business Services
Mt. San Jacinto Community College

05/07/2025

Date

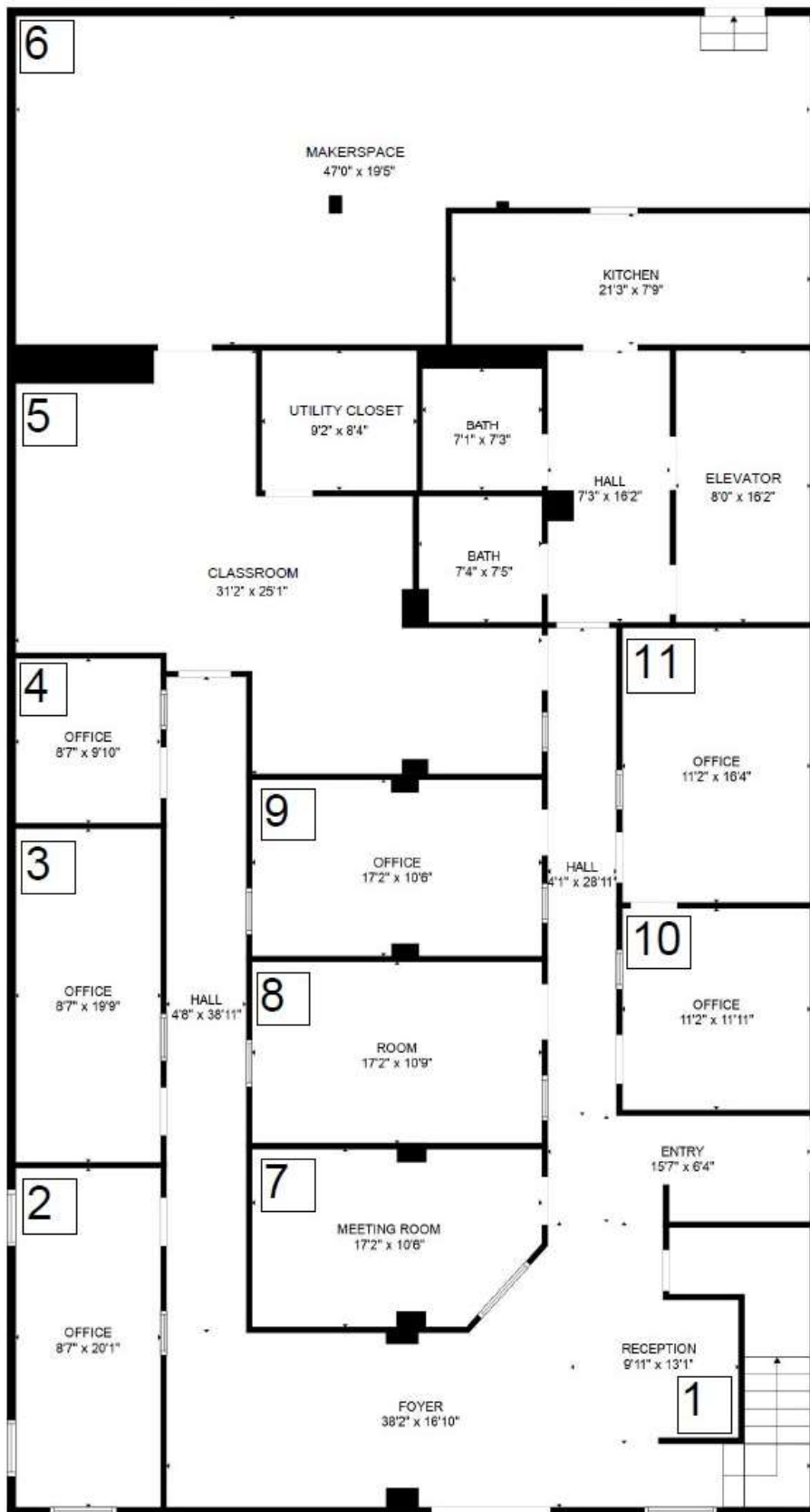
Date

Exhibit “A”

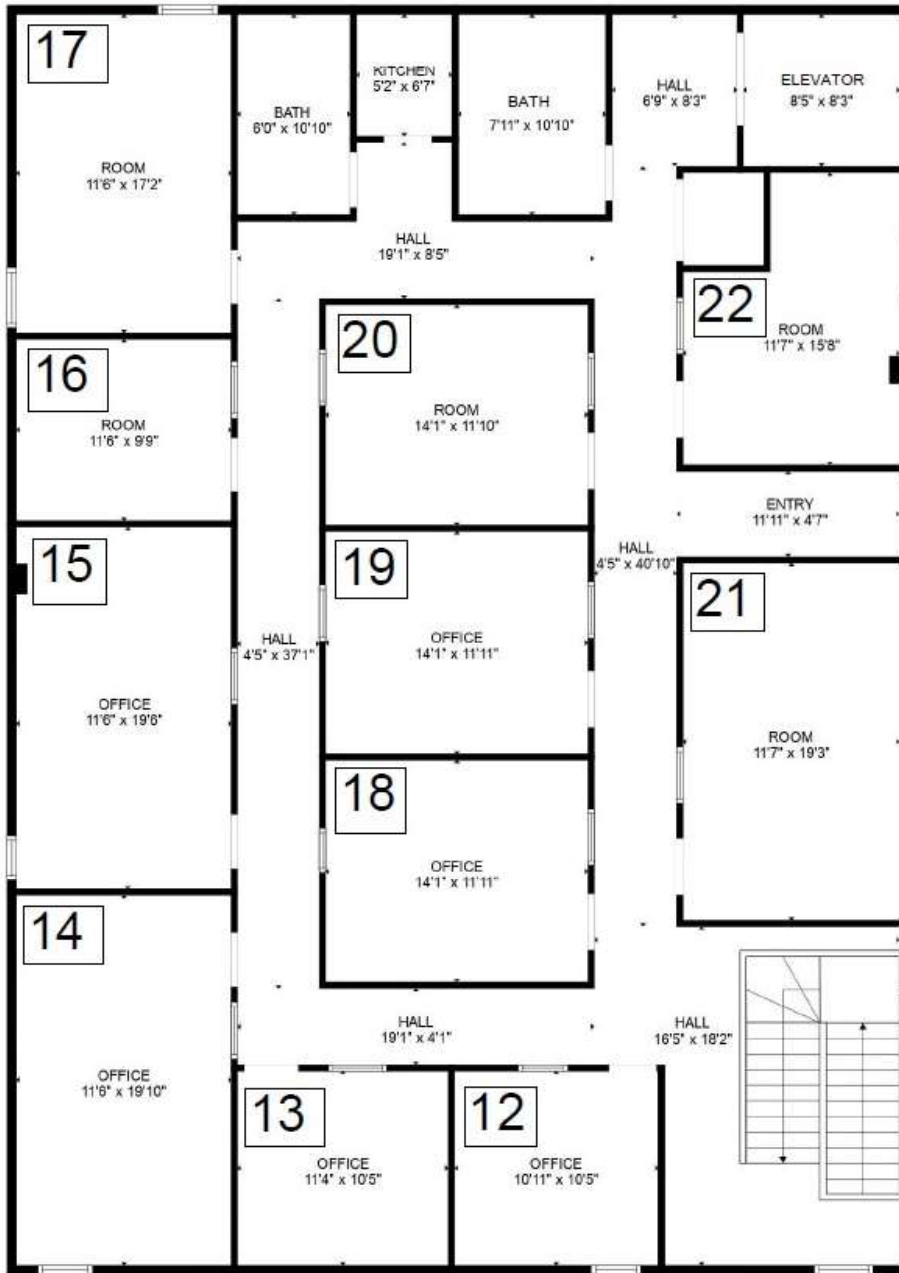
1. Provide workshops and educational forums on entrepreneurship and related business development activities.
2. Support the Pass Biz Hub with a small satellite makerspace and refer participants to the full makerspace at the San Jacinto campus for more complex projects to foster entrepreneurial innovation.
3. Provide scheduled short-term contract education training specific to local business needs.
4. Provide referrals to education, training, and support services to help connect to the correct partners under Workforce Innovation and Opportunity Act whenever possible.

Exhibit “B”

1. Location: 514 N. California Ave.; Beaumont, CA 92223
2. Hours Facility Operator will make the building accessible to Program Provider: Mondays-Thursday, 7:30A-5:30P; Fridays, 7:30A-12:00N & other hours as agreed by City.
3. Building spaces designated for Program Provider use with space numbering corresponding to the attached building floorplan map:
 - a. Space #4 (Office)
 - b. Space #5 (Classroom)
 - c. Space #6 (Makerspace) – available at a later phase after City completes HVAC improvements
 - d. Space #9 (Office)
 - e. Space #22 (Office)
 - f. Space #16 (Office)



FLOOR 1



FLOOR 2