

ORIGINAL

Contract Number
23-943

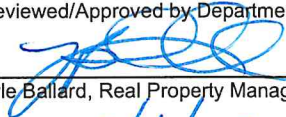
SAP Number

County Service Area 60

Department Contract Representative	<u>Terry W. Thompson, Director</u>
Telephone Number	<u>(909) 387-5000</u>
Contractor	<u>Heidi Reed, Trustee of the Tanner Gift Trust dated July 11, 1983</u>
Contractor Representative	<u>Heidi Reed, Trustee</u>
Telephone Number	<u>(626) 358-5326</u>
Contract Term	<u>October 6, 2023 - October 8, 2023</u>
Original Contract Amount	<u>\$2,500.00</u>
Amendment Amount	_____
Total Contract Amount	<u>\$2,500.00</u>
Cost Center	<u>4003004552</u>
GRC/PROJ/JOB No.	_____
Internal Order No.	_____

Briefly describe the general nature of the contract: This use permit is for the use of a total of approximately 20.06 acres of vacant land located west of County Service Area 60 (CSA 60) for the use period from October 6, 2023 through October 8, 2023. This land will serve as overflow parking for the 2023 Apple Valley Airshow.

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
▶ Please see Signature Page John Tubbs II, Deputy County Counsel	▶ _____ _____	 Lyle Ballard, Real Property Manager, RESD
Date _____	Date _____	Date <u>9/6/23</u>

USE PERMIT

1. **PARTIES NAMED:** Heidi Reed, as Trustee for the Tanner Gift Trust dated July 11, 1983, hereinafter referred to as PERMITTOR, hereby permits County Service Area 60, hereinafter referred to as CSA-60, to use a total of approximately 20.06 acres of vacant land located west of the Apple Valley Airport, consisting of approximately 6.27 acres and more commonly identified as Assessor Parcel Number 0463-372-60-0000, approximately 6.28 acres and more commonly identified as Assessor Parcel Number 0463-372-62-0000, and approximately 7.51 acres and more commonly identified as Assessor Parcel Number 0463-372-49000. in Apple Valley, CA (collectively, the "Use Area") as generally shown on Exhibit "A" attached hereto.
2. **TERM:** The term of this Permit is limited to a seventy-two-hour period from 12:00 a.m. on October 6, 2023 through 11:59 p.m. on October 8, 2023.
3. **USE:** CSA-60 may use the Use Area for an overflow parking area in conjunction with the Apple Valley Airshow ("Event"), and for any purpose CSA-60 determines is necessary in conjunction with the Event.
4. **CONSIDERATION:** CSA-60 will pay a fee in the total amount of Two Thousand Five Hundred and No/100 Dollars (\$2,500.00), to be paid in advance prior to October 6, 2023, and CSA-60 will be responsible for any cleanup of the Use Area.
5. **INSURANCE:** CSA-60 is a self-insured public entity for the purpose of general liability and workers' compensation.
6. **ATTORNEY'S FEES AND COST:** If any legal action is instituted to enforce or declare any party's rights hereunder, each party, including the prevailing party, must bear its own costs and attorneys' fees. This paragraph shall not apply to those costs and attorneys' fees directly arising from any third-party legal action against CSA-60.
7. **HOLD HARMLESS:** CSA-60 agrees to indemnify and hold harmless the PERMITTOR, its officers, employees, agents and volunteers from liabilities for injury to persons and damage to property to the extent arising out of any negligent act or omission of CSA-60, its officers, employees, agents or volunteers in connection with CSA-60's use of the Use Area.
8. **TERMINATION:** CSA-60 may terminate this Permit at any time and for any reason prior to and including October 6, 2023, by giving written notice of CSA-60's intent to terminate. In the event of termination, CSA-60 will not be required to pay the fee to PERMITTOR as set forth in Paragraph 4, Consideration.
9. **ASSIGNMENT AND TRANSFER:** CSA-60 is not allowed to assign or transfer this Permit to any other person, group or organization.
10. **RELEASE OF INFORMATION:** Any information or other materials submitted by PERMITTOR in connection with this Permit are for the exclusive use of CSA-60, but are subject to disclosure under the provisions of the California Public Records Act, Government Code Section 6250 et seq. In the event a request for disclosure of any part or all of any information or other material is made to CSA-60, CSA-60 will make good faith efforts to notify the PERMITTOR of the request and will thereafter disclose the requested information unless the PERMITTOR request nondisclosure and agrees to indemnify, defend with counsel approved by CSA-60, and hold CSA-60 harmless in any/all actions brought to require disclosure. The PERMITTOR waives any and all claims for damages, lost profits, or other injuries of any and all kinds in the event CSA-60 fails to notify PERMITTOR of any such disclosure request and/or releases any information received from the PERMITTOR.
11. **NOTICES:** Any notices required by this Permit shall be in writing and delivered as follows, in person or by first class mail, postage pre-paid, certified or registered, return receipt requested, to the addresses stated herein. Notice shall be deemed delivered and effective upon the earlier of (i) actual receipt or (ii) the date of delivery or refusal of the addressee to accept delivery if notice is sent by United States mail, postage, prepaid, certified or registered, return receipt.

CSA-60 Address: County Service Area 60
Real Estate Services Department
385 N. Arrowhead Avenue, Third Floor
San Bernardino, CA 92415-0180

PERMITTOR Address: Heidi Reed, Trustee
Tanner Gift Trust dated July 11, 1983
14733 Willow Creek Lane
Chino Hills, CA 91709

12. **CAMPAIGN CONTRIBUTION DISCLOSURE (SB 1439):** PERMITTOR has disclosed to CSA 60 using Exhibit B - Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of PERMITTOR's proposal to CSA 60, or (2) 12 months before the date this Permit was approved by the Board of Supervisors. PERMITTOR acknowledges that under Government Code section 84308, PERMITTOR is prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Permit.

In the event of a proposed amendment to this Permit, PERMITTOR will provide the County a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the PERMITTOR or by a parent, subsidiary or otherwise related business entity of PERMITTOR.

13. **ELECTRONIC SIGNATURES:** This Permit 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 Permit. The parties shall be entitled to sign and transmit an electronic signature of this Permit (whether by facsimile, PDF or other mail 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 Permit upon request.

14. **AUTHORIZED SIGNATORS:** Both parties to this Permit represent that the signators executing this document are fully authorized to enter into this Permit.

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15. **ENTIRE AGREEMENT:** This Permit constitutes the entire agreement between the parties. No modifications or waiver will be binding unless made in writing and signed by both parties.

CSA 60: COUNTY SERVICE AREA 60

**PERMITTOR: HEIDI REED, TRUSTEE
TANNER GIFT TRUST DATED JULY 11, 1983**

By: *Dawn Rowe*
Dawn Rowe, Chair
Board of Supervisors

By: *Heidi A Reed Heidi A Reed*
Heidi Reed

Date: SEP 12 2023

Title: Trustee
Date: Sept. 5, 2023

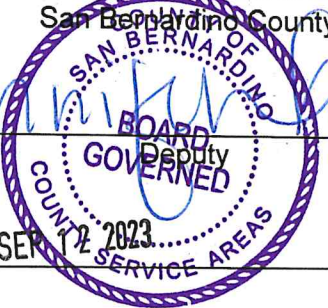
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

By: Heidi A. Reed
(name)

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

Title: Trustee, Tanner Gift Trust
Date: Sept. 5, 2023

By: *Lynna Monell*
Date: SEP 12 2023



Approved as to Legal Form:

TOM BUNTON, County Counsel
San Bernardino County, California

By: John Tubbs II, Deputy County Counsel

Date: _____

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CSA 60: COUNTY SERVICE AREA 60

**PERMITTOR: HEIDI REED, TRUSTEE
TANNER GIFT TRUST DATED JULY 11, 1983**

By: _____
Dawn Rowe, Chair
Board of Supervisors

By: Heidi A Reed
Heidi Reed

Title: Trustee

Date: _____

Date: _____

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

By: _____
(name)

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

Title: _____

Date: _____

By: _____
Deputy

Date: _____

Approved as to Legal Form:

TOM BUNTON, County Counsel
San Bernardino County, California

By: John Tubbs II
John Tubbs II, Deputy County Counsel

Date: 9-6-23

EXHIBIT "A"

USE AREA

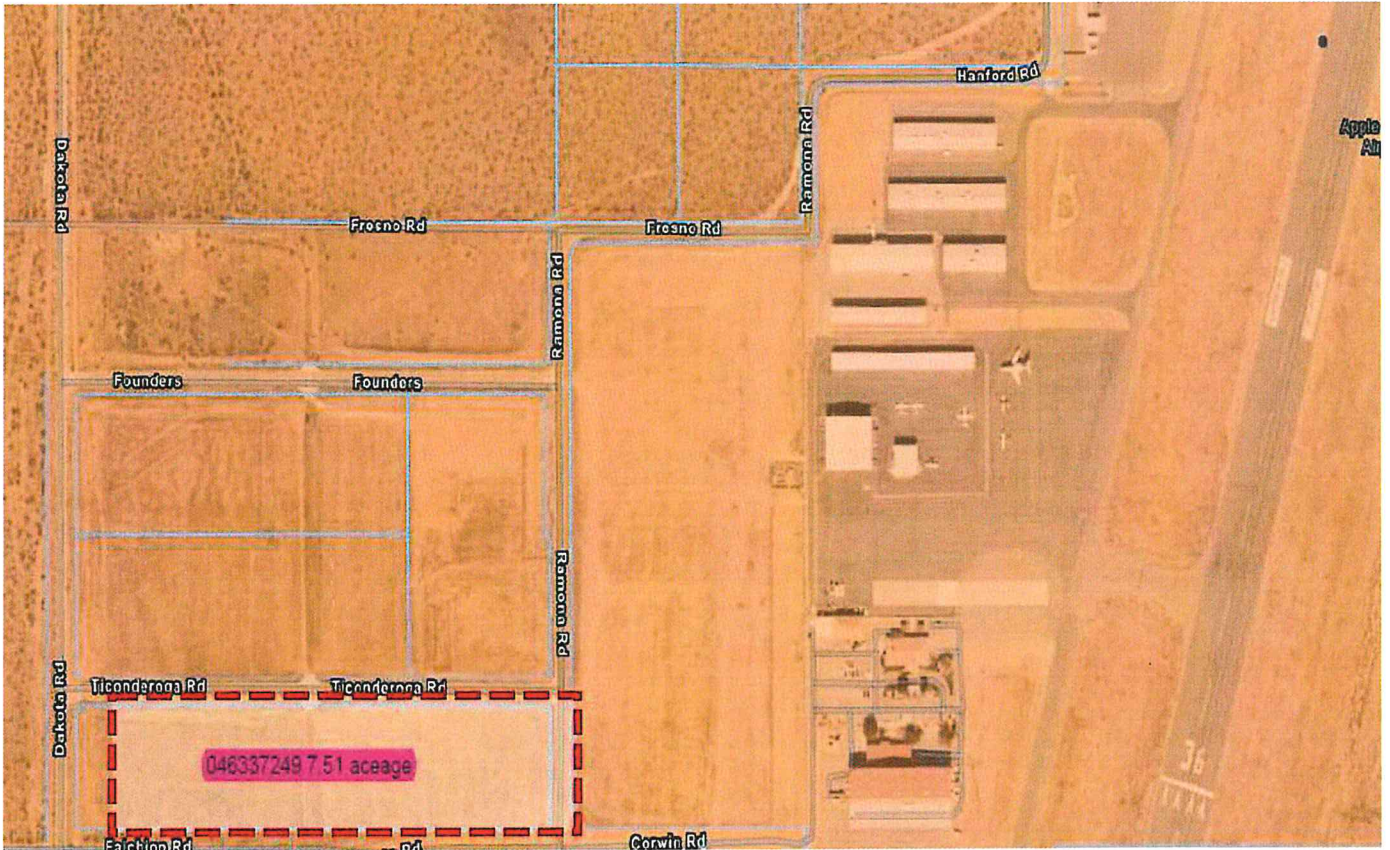


EXHIBIT "B"
Campaign Contribution Disclosure
(SB 1439)

DEFINITIONS

Actively supporting the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Lessor must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Permitter: Tanner Gift Trust

2. Name of Principal (i.e., CEO/President) of Permitter, **if** the individual actively supports the matter **and** has a financial interest in the decision:

Heidi Reed, Trustee Tanner Gift Trust

3. Name of agent of Permitter:

Company Name	Agent(s)

4. Name of any known lobbyist(s) who actively supports or opposes this matter:

Company Name	Contact

5. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter **and** (2) has a financial interest in the decision **and** (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and//or Agent(s):

6. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?

Yes

No

7. Name of any known individuals/companies who are not listed in Questions 1-5, but who may (1) actively support or oppose the matter submitted to the Board **and** (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name

8. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer on or after January 1, 2023, by any of the individuals or entities listed in Question Nos. 1-7?

No If **no**, please skip Question No. 9 and sign and date this form.

Yes If **yes**, please continue to complete this form.

9. Name of Board of Supervisor Member or other County elected officer: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional Board Members/County elected officer to whom anyone listed made campaign contributions.

By signing the Permit, Permitter certifies that the statements made herein are true and correct. Permitter understands that the individuals and entities listed in Question Nos. 1-7 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while award of this Permit is being considered and for 12 months after a final decision by the County.