

## USE PERMIT

WHEREAS, San Bernardino County (herein called "COUNTY") and The Regents of the University of California (hereinafter called "University") on behalf of its UC Agriculture and Natural Resources and its University of California Cooperative Extension for San Bernardino County, (hereinafter called "UCCE"), have a mutual interest in strengthening the research and educational programs provided by the University through UCCE to the residents of San Bernardino County in the areas of food and nutrition education, gardening and horticulture, food preservation, natural resources and youth/4-H; and,

WHEREAS, UCCE agrees to provide research and educational programs in the areas of food and nutrition education, gardening and horticulture, food preservation, natural resources and youth development/4-H in accordance with an agreement entered into between the University and the COUNTY on same date as this Use Permit ("Program Agreement"); and,

WHEREAS, the COUNTY can provide a total of 2,961 square feet comprising of (a) 1,556 square feet of COUNTY-leased office and shared space located at 7863 Central Avenue, Highland, California and (b) 1,405 square feet of COUNTY-owned shared space located at 2024 Orange Tree Lane in Redlands, California; and,

WHEREAS, the COUNTY is willing to provide office and shared space within certain portions of 7863 Central Avenue, Highland, California, and 2024 Orange Tree Lane in Redlands, California on the term and conditions herein set forth.

NOW, THEREFORE, COUNTY and University mutually agree to the following terms and conditions:

1. **USE AREA:** COUNTY, hereby permits the University on behalf of its UC Agriculture and Natural Resources and its UCCE for San Bernardino County, whose address is UC Agriculture and Natural Resources, 2801 Second Street, Davis, California 95618-7774, hereinafter referred to, jointly and severally, as PERMITTEE, to use a total of approximately 2,961 square feet of office and shared spaces, comprising: (i) approximately 1,556 square feet of the COUNTY-leased and/or controlled portion of office and shared space, located at 7863 Central Avenue, Highland, California,; and (ii) approximately 1,405 square feet of the COUNTY-owned shared space located at 2024 Orange Tree Lane in Redlands, California, as shown on Attachment A, attached hereto and incorporated herein by reference. Unless individually referred to, the Highland Area and the Redlands Area shall collectively be referred to as the "Use Area". This permit is effective from and including July 1, 2024 through June 30, 2027 ("Use Period").

2. **USE:** PERMITTEE shall use the Use Area during the Use Period for only the following purposes:

- A. **Highland Area:** food and nutrition education, gardening and horticulture, food preservation, natural resources, youth development/4-H, and related activities. PERMITTEE must not use the Use Area for any other purposes.
- B. **Redlands Area:** upon COUNTY's prior written approval, PERMITTEE may use the Redlands Area for the following purposes subject to the conditions set forth below:
  - i. A maximum of 2 workshops, trainings, and/or meetings per month, 2 hours per workshop, training, and/or meeting, with use fees waived.
  - ii. PERMITTEE will be required to submit an annual schedule of workshops and/or trainings a year in advance, and/or reservation requests for meetings must be made at least a month in advance of the desired meeting day and time.
  - iii. PERMITTEE must confirm all dates and times with COUNTY for submitted workshops and trainings and requested meetings.
  - iv. PERMITTEE is responsible for all costs associated with the workshops, training, and/or meetings, including clean-up and restoration of the Redlands Area at the conclusion of each workshop, training, and/or meeting.
  - v. COUNTY shall have priority to use the Redlands Area.
  - vi. COUNTY reserves the right to cancel PERMITTEE's reserved dates/times at COUNTY's discretion and at any time with or without prior notice, provided that

COUNTY will endeavor to make a good faith attempt to give PERMITTEE two-weeks notice.

3. **FEES:** In lieu of fees the parties acknowledge and agree that the annual total in-kind use-value by the University for this Use Permit is \$45,291, as calculated in Attachment "A".

4. **TERM:** The Initial Term of this Use Permit shall be for a period of three (3) years commencing on July 1, 2024 ("Commencement Date") and end on June 30, 2027 ("Ending Date").

5. **EXTENDED TERM:** After the Ending Date, COUNTY and PERMITTEE may renew this Use Permit on terms and conditions mutually agreed by the parties if the COUNTY and the University enter into a concurrent Program Agreement.

6. **INDEMNIFICATION AND INSURANCE:**

A. **Indemnification:**

(1) COUNTY shall defend, indemnify and hold PERMITTEE, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's 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, expense, attorneys' fees, or claims for injury or damages are caused by or results from the negligent or intentional acts or omissions of COUNTY, its officers, agents or employees.

(2) PERMITTEE shall defend, indemnify and hold COUNTY, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's 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, expense, attorneys' fees, or claims for injury or damages are caused by or results from the negligent or intentional acts or omissions of PERMITTEE, its officers, agents or employees.

B. **Insurance:** COUNTY and PERMITTEE are authorized self-insured public entities for the purposes of Professional Liability. General Liability, Automobile Liability, Workers' Compensation and Property coverage and warrants that through their respective programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out the performance of the terms, conditions or obligations of this Use Permit. Both parties shall immediately furnish certificates of insurance to the other party evidencing a certificate of participation in an approved self-insurance program prior to the effective date of this Use Permit, unless more frequently requested by either party.

7. **DAMAGE PROVISIONS:** PERMITTEE must within thirty (30) days of damage repair any portion of the Use Area and/or Use Area improvements damaged by PERMITTEE, its employees, volunteers, agents, members, invitees, or guests.

8. **CONDUCT OF EMPLOYEES:** PERMITTEE is responsible for the conduct of its employees, volunteers, and agents on the Use Area and the entire property of which the Use Area is part, provided the presence of such persons on the Use Area or the entire property of which the Use Area is part is related to PERMITTEE's use of the Use Area under this permit.

9. **TERMINATION:**

A. **Default:** In the event that either party violates any of the terms and conditions of this Use Permit, the aggrieved party shall give written notice of specific violation and demand for correction.

B. **Termination for Default:** Except as provided in Paragraphs 9.C., 9.E., and 9.F, if, within ten (10) days after written notice and demand, the violating party has not commenced correction of the violation or shown acceptable cause therefore or if the violating party timely commences such correction but fails to complete its correction within sixty (60) days after the original written notice and demand, the aggrieved party has the right to immediately terminate this Use Permit and pursue any and all remedies provided by law.

C. **Suspension:** PERMITTEE agrees that COUNTY may immediately suspend and/or terminate this Use Permit, and further, PERMITTEE agrees to immediately cease operations if PERMITTEE fails to meet the insurance requirement, as stated herein.

D. **Liability for Breach:** Termination for default will not excuse either party from any liability for breach of contract; such breach will be deemed total.

E. **Early Termination:** In the event of a termination of COUNTY's Lease (as defined in Paragraph 20 hereinbelow), COUNTY shall provide not less than ninety (90) days' prior written notice to PERMITTEE of such termination unless the Lease is terminated prior to said 90 days, in which case, as much prior written notice as is reasonably possible.

F. Notwithstanding anything to the contrary in this Use Permit, in the event the Program Agreement is terminated in accordance with its terms, this Use Permit shall simultaneously terminate in its entirety on the effective termination date of the Program Agreement

G. The PERMITTEE's County Director of its San Bernardino office is authorized to give notice of and exercise PERMITTEE's rights with respect to any termination of this Use Permit on behalf of PERMITTEE. The COUNTY's Director of the Real Estate Services Department is authorized to give notice of and exercise COUNTY's rights with respect to any termination of this Use Permit on behalf of the COUNTY.

10. **DESIGNATION:** The Real Estate Services Department is designated to administer and enforce this Use Permit. Further, the Director of Real Estate Services is authorized to exercise all provisions of this Use Permit on behalf of COUNTY, including but not limited to any termination pursuant to Paragraph 9.

11. **PERMITS AND LICENSES:** PERMITTEE must obtain and maintain current status any and all other permits and/or licenses required by any other County department, local, state, and/or federal authority, which is required to engage in the use permitted herein.

12. **NO INTEREST OR ESTATE:** PERMITTEE agrees that it does not have and will not claim at any time any interest or estate of any kind or extend whatsoever in the Use Area and the entire property of which the Use Area is part, by virtue of this Use Permit or its use hereunder.

13. **ASSIGNMENT AND TRANSFER:** PERMITTEE is not allowed to assign or transfer this Use Permit to any other person, group or organization.

14. **RELEASE OF INFORMATION:** Any information or other materials submitted by either party in connection with this Use Permit are for the exclusive use of the receiving party, 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 either party, the party in receipt of the request for disclosure will make good faith efforts to notify the other party of the request and will thereafter disclose the requested information unless the other party requests nondisclosure and agrees to indemnify, defend with counsel approved by party in receipt of the request for disclosure, and hold said party harmless in any/all actions brought to require disclosure. Both parties waive any and all claims for damages, lost profits, or other injuries of any and all kinds in the event the party in receipt of the request for disclosure fails to notify the other party of any such disclosure request and/or releases any information received from the other party.

15. **UTILITIES:** COUNTY will provide and bear the cost of all utilities reasonably necessary for the operation of the activities of the PERMITTEE within the Use Area including but not limited to electricity, water, natural gas, and phones connected to the COUNTY phone system, but COUNTY may require reimbursement of long-distance charges. "Reasonably necessary" may be determined by use levels prior to the effective date of the Use Permit.

16. **MAINTENANCE:** COUNTY agrees to provide all interior and exterior building maintenance and janitorial services necessary for the operation of the Use Area.

17. **SECURITY:** PERMITTEE understands and agrees that the COUNTY is not required to provide, nor shall COUNTY provide any security for the personal property and/or the person of PERMITTEE or anyone using the Use Area. PERMITTEE shall provide at its sole cost sufficient security personnel to secure the Use Area during the Event.

18. **NOTICES:** The PERMITTEE shall designate an on-site coordinator for contact purposes. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person under the provisions of this Use Permit shall be in writing and either served personally or delivered by United States mail, postage prepaid, certified, or registered, return receipt requested. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party, shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notices 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 such notice is sent by United States mail, postage prepaid, certified or registered, return receipt requested.

Permittee: The Regents of the University of California  
Agriculture and Natural Resources  
2801 Second Street  
Davis, CA 95618-7774

County: San Bernardino County  
Real Estate Services Department  
385 North Arrowhead Avenue, Third Floor  
San Bernardino, CA 92415-0180

19. **SURRENDER:** PERMITTEE agrees that it will, upon any termination of this Use Permit, return the Use Area in as good condition and repair as the Use Area now is or shall hereafter be put, reasonable wear and tear excluded, and in a clean and tidy condition (including the removal of all trash and debris).

20. **SUBORDINATION:** This Use Permit is subordinate and subject in all respects to that certain Lease Agreement, dated as of May 28, 2008 (the "Lease"), by and between the City of Highland and San Bernardino County for 7863 Central Avenue, Highland, California.

21. **LAW:** This Use Permit shall be construed and interpreted in accordance with the laws of the State of California.

22. **VENUE:** The parties acknowledge and agree that this Use Permit was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue for any action or claim brought by any party to this Use Permit will be the Superior Court of California, San Bernardino County. Each party hereby waives any law, statute (including but not limited to Code of Civil Procedure section 394), or rule of court that would allow them to request or demand a change of venue. If any third party brings an action or claim concerning this Use Permit, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County.

23. **ATTORNEYS' FEES AND COSTS:** 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 either party, including such costs and attorneys' fees payable under **Paragraph 6, INDEMNIFICATION and INSURANCE.**

24. **SEVERABILITY:** If any word, phrase, clause, sentence, paragraph, section, article, part or portion of this Use Permit is or shall be invalid for any reason, the same shall be deemed severable from the remainder hereof and shall in no way affect or impair the validity of this Use Permit or any other portion thereof.

25. **SURVIVAL:** The obligations of the parties that, by their nature, continue beyond the Use Period, will survive the termination of this Use Permit.

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

27. **EXECUTION:** This Use 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 agreement. For purposes of this Use Permit, the parties shall be entitled to sign and transmit an electronic signature of this Use Permit (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 execute and deliver to the other party an original signed Use Permit upon request.

28. **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. This Use Permit supersedes and terminates any prior use agreements between the parties for office and other space for the Permittee for the above-referenced programs.

SAN BERNARDINO COUNTY

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: \_\_\_\_\_  
Dawn Rowe, Chair  
Board of Supervisors

By: \_\_\_\_\_  
Brent Hales

Title: Associate Vice President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

Lynna Monell  
Clerk of the Board of Supervisors  
San Bernardino County

By: \_\_\_\_\_  
Deputy

Date: \_\_\_\_\_

Approved as to Legal Form:

TOM BUNTON, County Counsel  
San Bernardino County, California

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

Date: \_\_\_\_\_

**ATTACHMENT "A"**

Breakdown of Usable Space and Estimated Annual Value:

<b>Location: 7863 Central Ave, Highland</b>	<b>Room</b>	<b>Sq. Ft.</b>	<b>Usage*</b>	<b>Monthly Value</b>	<b>Annual Value</b>
7863 Central Ave, Highland	Indoor Lab	502	Exclusive	\$994	\$11,923
7863 Central Ave, Highland	Office	121	Exclusive	\$240	\$2,874
7863 Central Ave, Highland	Office	230	Exclusive	\$455	\$5,463
7863 Central Ave, Highland	Community Room	703	Non-Exclusive	\$696	\$8,348
<b>Total:</b>		<b>1556</b>		<b>\$2,385</b>	<b>\$28,607</b>

<b>Location: 2024 Orange Tree Lane, Redlands</b>	<b>Room</b>	<b>Sq. Ft.</b>	<b>Usage*</b>	<b>Monthly Value</b>	<b>Annual Value</b>
2024 Orange Tree Lane, Redlands	Office	130	Non-Exclusive	\$129	\$1,544
2024 Orange Tree Lane, Redlands	Closet	79	Non-Exclusive	\$78	\$938
2024 Orange Tree Lane, Redlands	Learning Space Depot	1196	Non-Exclusive	\$1,184	\$14,203
<b>Total:</b>		<b>1405</b>		<b>\$1,391</b>	<b>\$16,684</b>

<b>Total for both spaces:</b>		<b>2961</b>		<b>\$3,776</b>	<b>\$45,291</b>
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*\*Monthly Value = \$1.98 PSF/Month*

*\*Annual Value = \$23.75 PSF/Year*

*\*Non-exclusive space rates are estimated using 50% of the Exclusive rate*

# Attachment A – Highland Area



Highland Branch Library  
7863 Central Avenue  
Highland, CA 92346

Exclusive Use  
Non-Exclusive Use





## Attachment A – Redlands Area

Redlands Museum Education Center  
 2024 Orange Tree Ln.  
 Redlands CA  
 Building RED010, First Floor

