

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



ORIGINAL

Contract Number

25-177

SAP Number

### Real Estate Services Department

Department Contract Representative	Terry W. Thompson, Director
Telephone Number	(909) 387-5000
Contractor	United States District Court - United States Probation/Pretrial
Contractor Representative	Jeannette Gonzalez
Telephone Number	213-494-7475
Contract Term	Various Dates in 2025 and 2026, as specifically indicated in the Use Permit
Original Contract Amount	\$0
Amendment Amount	
Total Contract Amount	\$0
Cost Center	7810001000
GRC/PROJ/JOB No.	7400 4563
Internal Order No.	
Grant Number (if applicable)	

**Briefly describe the general nature of the contract:** This Use Permit is for the non-exclusive use of approximately 677 square feet of office space on the first floor located at 15480 Ramona Avenue in Victorville, for March 27, 2025, April 11, 2025, May 28, 2025, June 6, 2025, July 8, 2025, August 13, 2025, September 4, 2025, October 27, 2025, November 19, 2025, December 9, 2025, January 22, 2026, February 10, 2026, March 2, 2026, April 8, 2026, May 22, 2026, June 10, 2026, July 7, 2026, August 24, 2026, September 18, 2026, October 22, 2026, November 17, 2026, and December 10, 2026 between the hours of 8:00 a.m. to 5:00 p.m.. The fee to the Permittee for the use permitted under this Use Permit is \$0.00.

**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	▶	▶ <i>Lyle Ballard</i> Lyle Ballard, Real Property Manager, RESD
Date	Date	Date 3/11/25

## USE PERMIT

1. **PARTIES:** San Bernardino County, hereinafter referred to as COUNTY, hereby permits United States District Court United States Probation/Pretrial, whose address is 255 East Temple Street, Los Angeles, CA 90012 hereinafter referred to as PERMITTEE, for the non-exclusive use of approximately 677 square feet of office space on the first floor, ("Use Area") at the COUNTY's owned premises located at 15480 Ramona Avenue, Victorville, California 92392, as the Use Area is shown in Exhibit "A" attached hereto. This Use Permit comprises of twenty-two (22) separate use periods, March 27, 2025, April 11, 2025, May 28, 2025, June 6, 2025, July 8, 2025, August 13, 2025, September 4, 2025, October 27, 2025, November 19, 2025, December 9, 2025, January 22, 2026, February 10, 2026, March 2, 2026, April 8, 2026, May 22, 2026, June 10, 2026, July 7, 2026, August 24, 2026, September 18, 2026, October 22, 2026, November 17, 2026, and December 10, 2026, between the hours of 8:00 AM through 5:00 PM (each a "Use Period"). The PERMITTEE shall notify the COUNTY at least 24-hours in advance of any changes to the Use Period.

2. **USE:** PERMITTEE shall use the Use Area during each Use Period for only the following purpose: Federal probationers drug testing ("Event"). PERMITTEE must not use the Use Area for any other purpose. PERMITTEE acknowledges and understands that PERMITTEE accepts the Use Area is provided in "AS IS" condition without any representations or warranties by COUNTY.

3. **FEES:** There are no fees payable by PERMITTEE for the Use Area during each Use Period. At the conclusion of each Event, the Use Area will be inspected for damage and PERMITTEE will be solely responsible, at its expense, for any cleanup and any reasonably required repairs. PERMITTEE shall be responsible at its sole cost and expense for complying with all laws regarding biohazardous materials and waste arising from its permitted use in the Use Area, including but not limited to handling during each Use Period and removal at the end of each Use Period.

4. **INDEMNIFICATION:** The PERMITTEE agrees to indemnify, defend (with counsel reasonably approved by COUNTY), and hold harmless the COUNTY and its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, injuries, and/or liability arising out of this Use Permit from any cause whatsoever, including the acts, errors, or omissions of any person and for any costs or expenses, including but not limited to attorneys' fees, incurred by the COUNTY on account of any claims, actions, losses, damages, injuries, and/or liability, except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The PERMITTEE's indemnification obligation applies to the COUNTY's "active" as well as "passive" negligence but does not apply to the COUNTY's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782. The PERMITTEE's obligation under this paragraph shall survive the expiration or earlier termination of this Use Permit.

5. **INSURANCE REQUIREMENTS AND SPECIFICATIONS:**

A. COUNTY is a self-insured public entity for purposes of general liability and workers' compensation.

B. PERMITTEE is a self-insured public entity for purposes of general liability and workers' compensation.

6. **DAMAGE PROVISIONS:** PERMITTEE must repair the Use Area (or any portion thereof) and/or any improvements on the Use Area improvements that are damaged by PERMITTEE, its employees, volunteers, agents, members, invitees, or guests.

7. **ATTORNEY'S FEES AND COSTS:** If any legal action is instituted to enforce or declare any party's rights hereunder, each party, regardless of which party is the prevailing party, must bear its own costs and attorneys' fees. This paragraph will not apply to those costs and attorneys' fees directly arising from any third party legal action against a party hereto and payable to the COUNTY under Paragraph 4, INDEMNIFICATION, Paragraph 5, INSURANCE REQUIREMENTS AND SPECIFICATIONS, and Paragraph 15, PUBLIC RECORDS DISCLOSURE.

8. **CONDUCT OF EMPLOYEES:** PERMITTEE is responsible for the conduct of its employees, volunteers, agents, members, invitees, and guests on the Use Area and the entire property of which the Use Area is part.

9. **TERMINATION:** At any time prior to the Use Period whenever COUNTY, in its sole discretion, determines it would be in COUNTY's best interests to terminate the Use Permit, COUNTY shall have the right, its option, to terminate the Use Permit by providing not less than thirty (30) day prior written notice to PERMITTEE prior to the Use Period. In the event that either party is in default of any of the terms and conditions of this Use Permit, the non-defaulting party may give written notice to the defaulting party of specific violations. If, within one (1) business day after written notice and demand, the defaulting party has not corrected such default, the non-defaulting party shall have the right to terminate this Use Permit.

10. **DESIGNATION:** The COUNTY's Director of the Real Estate Services Department is authorized to exercise the COUNTY's rights under this Use Permit, including but not limited to the COUNTY's right to terminate this Use Permit in accordance with its terms.

11. **PERMITS AND LICENSES/COMPLIANCE WITH LAWS:** Prior to holding each Event at the Use Area, PERMITTEE shall obtain any and all permits and/or licenses required by any and all local, state, and/or federal authorities for each Event and shall maintain such permits and/or licenses in effect for the duration of each Use Period. PERMITTEE and its employees, volunteers, agents, members, invitees, and guests comply with all rules and regulations established by the COUNTY for the Use Area and with all applicable ordinances, statutes, and laws of the County of San Bernardino, State of California, the United States of America, and all other governmental or regulatory agencies having jurisdiction over each Event and the Use Area.

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. **POSSESSORY INTEREST:** PERMITTEE recognizes and understands that this Use Permit may create a possessory interest subject to property taxation and that PERMITTEE may be subject to payment of property taxes levied on such interest.

14. **ASSIGNMENT AND TRANSFER:** This Use Permit is personal to the PERMITTEE and PERMITTEE shall not have any right to assign or otherwise transfer this Use Permit to any other person or entity.

15. **PUBLIC RECORDS DISCLOSURE:** Use Permit PERMITTEE acknowledges and agrees that all information received by COUNTY from PERMITTEE or any source concerning the Use Permit or each Event, including the Use Permit itself, may be treated by COUNTY as public information, subject to disclosure under the provisions of the California Public Records Act (Government Code Section 6250 *et seq.*), the Ralph M Brown Act, or any other open records laws ("Public Records Laws"). PERMITTEE further acknowledges and agrees that, although all information received by COUNTY in connection with the Use Permit or each Event are intended for the exclusive use of COUNTY, such information is potentially subject to disclosure under Public Records Laws. In the event PERMITTEE, at the time any information is provided to COUNTY, has reasonably requested in writing that certain information as to the Use Permit or each Event be held in confidence and a request for disclosure of such information is thereafter received by COUNTY, COUNTY shall endeavor to notify PERMITTEE of said request and shall thereafter disclose the requested information unless PERMITTEE, within five (5) days of COUNTY's notice of such disclosure request: (i) requests that the information not be disclosed; (ii) provides a legally sound basis for nondisclosure (as determined in COUNTY's sole discretion); and (iii) agrees in writing to indemnify, defend (with counsel reasonably approved by COUNTY), and hold harmless COUNTY and its officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of or related the required disclosure. Notwithstanding anything to the contrary in the Use Permit, if COUNTY does not notify PERMITTEE of such disclosure request or if COUNTY does not deem PERMITTEE's basis for nondisclosure to be legally sufficient, as determined by COUNTY in its sole discretion, COUNTY shall not be liable for any claims for damages, lost profits, or other injuries of any and all kinds and PERMITTEE waives any and all such claims against COUNTY. PERMITTEE's indemnity obligation shall survive the expiration or earlier termination of the Use Permit.

16. **FORMER COUNTY OFFICIALS:** PERMITTEE has provided information on former COUNTY administrative officials (as defined below) who are employed by or represent PERMITTEE. The information provided includes a list of the full names of the former COUNTY administrative officials who terminated COUNTY employment within the last five years and who are now officers, principals, partners, associates, or members of the PERMITTEE. The information also includes the title/description of the official's last position with the COUNTY, the date the official terminated COUNTY employment, the official's current employment or representative capacity with PERMITTEE, and the date the official entered PERMITTEE's employment and/or representation. For purposes of this provision, "COUNTY administrative official" is defined as a member of the Board of Supervisors or such officer's staff, COUNTY Administrative Officer or member of such officer's staff, COUNTY department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit, or Safety Management Unit. (See Exhibit "B", List of Former County Officials.)

17. **MATERIAL MISREPRESENTATION:** If during the course of the administration of this Use Permit, the COUNTY determines that the PERMITTEE has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the COUNTY, this Use Permit may, at COUNTY's option, be immediately terminated. If this Use Permit is so terminated, the COUNTY shall be entitled to pursue any available remedies at law or in equity.

18. **RESERVED.**

19. **DISCLAIMER OF LIABILITY:** COUNTY shall not liable for any claims, actions, loss, damages, liabilities, or injuries to the person or property of any person whomsoever at any time occasioned by or arising out of this Use Permit or each Event from any cause whatsoever, including (without limitation) any acts, errors, or omissions of PERMITTEE, anyone claiming or holding by, through or under PERMITTEE (including without limitation PERMITTEE's employees, volunteers, agents, members, invitees, and guests) or any other person, from the use of the Use Area or the entire real property of which the Use Area is a part by, though, or under the PERMITTEE (including without limitation PERMITTEE's employees, volunteers, agents, members, invitees, and guests) or any other person, or whether directly or indirectly from any state or condition of said Use Area and/or the entire real property of which the Use Area is a part. PERMITTEE, on behalf of itself and its employees, volunteers, agents, members, invitees, and guests, hereby waives and releases COUNTY from any such claims, actions, loss damages, liabilities, or injuries however arising.

The PERMITTEE, notwithstanding the application of Section 1542 of the California Civil Code, which provides:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of the executed release which if known by him or her must have materially effected his or her settlement with the debtor."

expressly waives and relinquishes all rights and benefits afforded them by said Section 1542, and any and all similar laws of any State or territory of the United States. This provision shall act as a release of future claims whether such claims are currently known, unknown, foreseen, or unforeseen. The PERMITTEE understands and acknowledges the significance and consequences of such specific waiver of Section 1542 and hereby assumes full responsibility for any claims, actions, loss, damages, liabilities, or injuries that PERMITTEE (including without limitation PERMITTEE's employees, volunteers, agents, members, invitees, and guests) or any other person may hereafter incur and PERMITTEE shall indemnify, defend (with counsel reasonably approved by COUNTY), and hold harmless the COUNTY and its authorized officers, employees, agents, and volunteers from any such claims, actions, loss damages, liabilities, or injuries however arising.

20. **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 its employees, volunteers, agents, members, invitees, or guests using the Use Area. PERMITTEE shall provide at its sole cost sufficient security personnel to secure the Use Area during each Event.

21. **NOTICES:** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party under the provisions of this Use Permit shall be in writing and shall be served personally, delivered by reputable overnight courier service, or sent 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 reputable overnight courier service or United States mail, postage prepaid, certified or registered, return receipt requested. Any notices received after 5:00 pm on a business day shall be deemed effective on the immediately following business day.

PERMITTEE: United States District Court  
United States Probation/Pretrial  
255 East Temple Street, Room 1410  
Los Angeles, CA 90012

COUNTY: San Bernardino County  
Real Estate Services Department, 3<sup>rd</sup> Floor  
385 North Arrowhead Avenue  
San Bernardino, CA 92415-0180

22. **SURRENDER:** PERMITTEE agrees that it will, upon any termination of this Use Permit, return the Use Area in a clean and tidy condition with all trash and debris caused by each Event removed and all damages caused by each Event repaired or restored to the condition existing immediately prior to the commencement of each Use Period.

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

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

25. **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.

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

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

28. **ELECTRONIC SIGNATURES:** 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. 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 promptly execute and deliver to the other party an original signed Use Permit upon request.

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

**SAN BERNARDINO COUNTY**

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

Date: MAR 25 2025

**UNITED STATES DISTRICT COURT-UNITED STATES PROBATION AND PRETRIAL**

By: *Natasha Alexander-Mingo*  
Natasha Alexander-Mingo

Title: Chief United States Probation Officer

Date: 3-4-2025

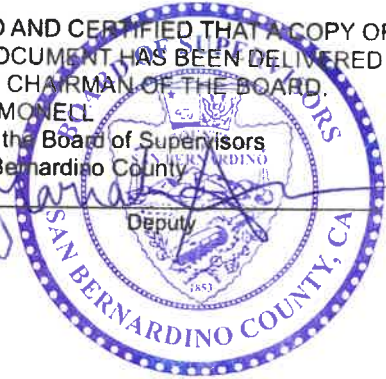
Approved as to Legal Form:

TOM BUNTON, County Counsel  
San Bernardino County, California

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

Date: 3-4-25

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 of San Bernardino County  
By: *Maria*  
Deputy




**EXHIBIT "A"**

**USE AREA (Identified in red border)**



Legend					
Department Code	Cost Center	Description	Count	Room Area SF	
000	681201 0000	028 Adult Inmate	68	18,394.89	
Unassigned	Unassigned	Unassigned	-1	2,562.36	


**VICTORVILLE PROBATION**  
 15480 Ramona Ave., VICTORVILLE  
 CAFM No. VIC507, 1st Floor  
 \*7,600,52 SF (gross) 16,627,09 SF (net)

**EXHIBIT "B"**

**LIST OF FORMER COUNTY OFFICIALS**

**INSTRUCTIONS:** List the full names of former COUNTY Administrative Officials, the title/description of the Official's last position with COUNTY, the date the Official terminated COUNTY employment, the Official's current employment and/or representative capacity with PERMITTEE, and the date the Official entered PERMITTEE's employment and/or representation.

**OFFICIAL'S NAME:**                      **REQUIRED INFORMATION**

PERMITTEE hereby certifies the information it has provided in this Exhibit "B" is true, complete, and accurate.

**PERMITTEE:**

By: \_\_\_\_\_  
(Name)

Title: \_\_\_\_\_

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