



## REAL ESTATE SERVICES DEPARTMENT

<b>Department Contract Representative</b>	Terry W. Thompson, Director
<b>Telephone Number</b>	387-5252
<b>Contractor</b>	Regents of the University of California, on behalf of its UC Agriculture and Natural Resources
<b>Contractor Representative</b>	<b>Wendy Powers</b>
<b>Telephone Number</b>	<b>(510) 987-9033</b>
<b>Contract Term</b>	July 1, 2019 through June 30, 2020
<b>Original Contract Amount</b>	N/A
<b>Amendment Amount</b>	N/A
<b>Total Contract Amount</b>	N/A
<b>Cost Center</b>	1100001000

**IT IS HEREBY AGREED AS FOLLOWS:**

*(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)*

This Use Permit is for a period of twelve months, commencing and retroactive to July 1, 2019 and ending June 30, 2020. The Use Area consists of 2,937 square feet of office space located at the County-owned Agriculture-Weights and Measures facility at 777 E. Rialto Avenue in San Bernardino to operate a cooperative extension program for agricultural education for the residents of San Bernardino County. This is a \$0.00 Use Permit (with a total use-value of \$87,000).

## USE PERMIT

WHEREAS, the County of San Bernardino (herein called "County") and The Regents of the University of California on behalf of its UC Agriculture and Natural Resources (hereinafter called "University"), and its UC 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; and

WHEREAS, the County can provide 2,937 square feet of County-owned office space located at 777 E. Rialto Avenue, San Bernardino, California; and,

WHEREAS, University finds the space adequate to operate the UC Cooperative Extension program; and,

WHEREAS, the COUNTY is willing to provide office space at 777 E. Rialto Avenue, San Bernardino, California on the term and conditions herein set forth.

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

1. **PREMISES:** The County of San Bernardino, hereinafter referred to as COUNTY, hereby permits the Regents of the University of California, Agriculture and Natural Resources on behalf of its San Bernardino Cooperative Extension office, 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 the County-owned and/or controlled portion of offices, located at 777 E. Rialto Avenue, San Bernardino, California ("Use Area"), as shown on Attachment "A" attached hereto. This permit is effective and retroactive from and including July 1, 2019 to and including June 30, 2020 ("Use Period").

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

3. **FEES:** There are no fees associated with this Use Permit.

4. **TERM:** The Initial Term of this Use Permit shall be for a period of one (1) year commencing on July 1, 2019 ("Commencement Date") and end on June 30, 2020 ("Ending Date").

5. **EXTENDED TERM:** PERMITTEE shall have the right to extend this Use Permit for four (4) additional one (1) year terms ("Extended Term"). This Use Permit will only renew, if the County of San Bernardino and the University enter into a concurrent Program Agreement for each successive Extended Term, unless PERMITTEE notifies COUNTY of PERMITTEE's intention to not renew this Use Permit at least sixty (60) day's prior to the end of the existing term of this Use Permit.

6. **INDEMNIFICATION AND INSURANCE:**

a. Indemnification:

i. 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.

ii. 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 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 of 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 may give written notice of specific violation and demand for correction.

b. Termination for Default: 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, 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: This Permit may be terminated with cause upon sixty

(60) days written notice by either party. The County Director of the UCCE San Bernardino office is authorized to exercise PERMITTEE's rights with respect to any termination of this Permit. The County of San Bernardino's Real Estate Services Department has authority to give notice of and execute any termination of this 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 termination for default provisions.

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. "Reasonable 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: University of California  
Agriculture and Natural Resources  
2801 Second Street  
Davis, CA 95618-7774

County: County of San Bernardino  
Real Estate Services Department  
385 North Arrowhead Avenue  
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. **LAW:** This Use Permit shall be construed and interpreted in accordance with the laws of the State of California.

21. **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, 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 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, County of San Bernardino.

22. **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.**

23. **SEVERABILITY:** If any word, phrase, clause, sentence, paragraph, section, 6article, 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.

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

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

26. **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.

**COUNTY OF SAN BERNARDINO**

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ON BEHALF OF ITS UC AGRICULTURE AND NATURAL RESOURCES**

By: \_\_\_\_\_  
Curt Hagman, Chairman  
Board of Supervisors

By: \_\_\_\_\_  
Wendy Powers

Title: Associate Vice President

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

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

Approved as to Legal Form:  
MICHELLE D. BLAKEMORE,  
County Counsel  
San Bernardino County, California

By: \_\_\_\_\_  
Robert Messinger, Principal Assistant  
County Counsel

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

# ATTACHMENT "A"

