

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



ORIGINAL

Contract Number

24-898

SAP Number

Real Estate Services Department

Department Contract Representative	Terry W. Thompson, Director
Telephone Number	(909) 387-5000
Contractor	San Bernardino Area Chamber of Commerce
Contractor Representative	Judi Penman, President & CEO
Telephone Number	(909) 645-1782
Contract Term	Saturday, October 5, 2024, from 5:00am to 11:00 pm
Original Contract Amount	\$0
Amendment Amount	N/A
Total Contract Amount	\$0
Cost Center	
GRC/PROJ/JOB No.	
Internal Order No.	
Grant Number (if applicable)	

Briefly describe the general nature of the contract: The Use Permit is for the use of certain portions of a County-owned parking lot, comprising of approximately 244,365 square feet at 172 West 3rd Street, in San Bernardino, on Saturday, October 5, 2024, between the hours of 5:00 a.m. through 11:00 p.m. for the Permittee's vehicle registration event. The fee to the Permittee for the use permitted under this Use Permit for the use period is \$0.00.

FOR COUNTY USE ONLY

Approved as to Legal Form

► See signature page
John Tubbs II, Deputy County Counsel

Date _____

Reviewed for Contract Compliance

► _____

Date _____

Reviewed/Approved by Department

► *Lyle Ballard*
Lyle Ballard, Real Property Manager, RESD

Date 9/10/24

USE PERMIT

1. **PARTIES:** San Bernardino County, hereinafter referred to as COUNTY, hereby permits San Bernardino Area Chamber of Commerce, whose address is 546 West 6th Street, San Bernardino, CA 92410, hereinafter referred to as PERMITTEE, for the use of certain portions of a COUNTY-owned parking area, comprising of approximately 244,365 square feet at 172 West 3rd Street ("Use Area"), located in San Bernardino, CA. 92415, as the Use Area is shown in Exhibit "A" attached hereto. This Use Permit is for Saturday, October 5, 2023, between the hours of 5:00 AM through 11:00 PM ("Use Period").

2. **USE:**

A. PERMITTEE shall use the Use Area during the Use Period for only the following purpose: a car show event with a static display of custom cars and event parking ("Permitted Use"). 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. PERMITTEE shall not park or otherwise leave the custom cars or any other personal property in the Use Area outside of the permitted times during the Use Period. PERMITTEE assumes all risk of theft, loss, and other damage for the custom cars and all personal property in the Use Area. PERMITTEE shall not permit the disposal of tires, motor oil, automotive fluids, or other hazardous substances in or on the Use Area.

B. PERMITTEE shall be solely responsible for all expenses for the promotion, production, operation, and safety of the Event. PERMITTEE will, at its sole cost and expense, provide and maintain all necessary portable water, portable toilet and sanitation facilities, parking control, trash pickup and disposal, security, insurance, permits, licenses, and approvals from the applicable federal, state, and local agencies, that are required for the safe and legal operation of the Event. For avoidance of doubt, the COUNTY does not endorse nor sponsor the Event and no promotional materials for the Event shall indicate otherwise.

3. **FEES:** There are no fees payable by PERMITTEE for the Use Area during the 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. The PERMITTEE agrees to provide insurance set forth in accordance with the requirements herein. If the PERMITTEE uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the PERMITTEE agrees to amend, supplement, or endorse the existing coverage to do so.

Without in any way affecting the indemnity herein provided and in addition thereto, the PERMITTEE shall secure and maintain throughout the Use Period the following types of insurance with limits as shown.

(1) Workers' Compensation/Employers Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000

limits covering all persons, including employees and volunteers, providing services on behalf of the PERMITTEE and all risks to such persons under this Use Permit.

If PERMITTEE has no employees, it may certify or warrant to the COUNTY that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the COUNTY's Director of Risk Management.

If PERMITTEE is a non-profit corporation, organized under California or Federal law, volunteers for PERMITTEE are required to be covered by Workers' Compensation insurance.

(2) Commercial/General Liability Insurance – The PERMITTEE shall carry General Liability Insurance covering all operations performed by or on behalf of the PERMITTEE providing coverage for bodily injury and property damage with a combined single limit of not less than One Million Dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- (a) Premises operations and mobile equipment.
- (b) Products and completed operations.
- (c) Broad form property damage (including completed operations).
- (d) Explosion, collapse, and underground hazards.
- (e) Personal injury.
- (f) Contractual liability.
- (g) Two Million Dollars (\$2,000,000) general aggregate limit.
- (h) Liquor liability coverage if liquor is to be served.

(3) Reserved.

(4) Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired, and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than One Million Dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the PERMITTEE is transporting one or more non-employee passengers in the use of this Use Permit, the automobile liability policy shall have a combined single limit of Two Million Dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the PERMITTEE owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

(5) Umbrella Liability Insurance - An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury, and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

B. Additional Insured – All policies, except for the Workers' Compensation policy, shall contain endorsements naming the COUNTY and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the use under this Use Permit hereunder. The additional insured endorsements shall not limit the scope of coverage for the COUNTY to vicarious liability but shall allow coverage for the COUNTY to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85, or equivalent.

C. Waiver of Subrogation Rights – The PERMITTEE shall require the carriers of required coverages to waive all rights of subrogation against the COUNTY, its officers, employees, agents, volunteers, contractors, and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the PERMITTEE and PERMITTEE's employees or agents from waiving the right of subrogation prior to a loss or claim. The PERMITTEE hereby waives all rights of subrogation against the COUNTY.

D. Policies Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the COUNTY.

E. Reserved.

F. Severability of Interests – The PERMITTEE agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross-liability exclusions that preclude coverage for suits between the PERMITTEE and the COUNTY or between the COUNTY and any other insured or additional insured under the policy.

G. Proof of Coverage – The PERMITTEE shall furnish Certificates of Insurance to the COUNTY's Real Estate Services Department (RES D) administering the Use Permit evidencing the insurance coverage, including endorsements, as required, prior to the commencement of use hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to RES D, and PERMITTEE shall maintain such insurance from the time PERMITTEE commences use under the Use Permit hereunder until the end of the period of the Use Permit. Prior to the commencement of use hereunder, the PERMITTEE shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements.

H. Reserved.

I. Deductibles: Any and all deductibles or self-insured retentions in excess of \$10,000.00 shall be declared to and approved by COUNTY's Risk Management.

J. Insurance Review – Insurance requirements are subject to periodic review by the COUNTY. The COUNTY's Director of Risk Management or designee is authorized, but not required, to reduce, waive, or suspend any insurance requirements whenever the COUNTY's Department of Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the COUNTY.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Use Permit. PERMITTEE agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of RES D or COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of RES D or the COUNTY.

K. Failure to Procure Insurance. All insurance required must be maintained in force at all times by PERMITTEE. Failure to maintain said insurance, due to expiration, cancellation, etc., shall be cause for the COUNTY to give notice to immediately suspend all PERMITTEE's business activities on the Use Area. Failure to reinstate said insurance within the (10) days of notice to do so shall be cause for termination and for forfeiture of this Use Permit, and/or COUNTY, at its discretion, may procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by COUNTY shall be repaid by PERMITTEE to COUNTY upon demand but only for the pro rata period of non-compliance.

L. COUNTY shall have no liability for any premiums charged for such coverage(s). The inclusion of COUNTY as additional named insured is not intended to and shall not make a partner or joint venturer with PERMITTEE in PERMITTEE's operations.

M. The PERMITTEE agrees to require all parties or subcontractors, or others it hires or contracts with related to the use of this Use Permit, to provide insurance covering such use with the basic requirements and naming the COUNTY as additional insured. PERMITTEE agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided as required herein.

6. **ALTERATIONS:** PERMITTEE shall have no right to make any alterations or improvements to the Use Area. Notwithstanding the foregoing, PERMITTEE may make temporary marking of the Use Area to designate the boundaries of the Use Area for the Event, provided that such markings must be under the following conditions: (a) materials used for marking must be of a non-permanent and non-toxic (biodegradable) nature; (b) the Use Area or portions thereof to be marked and all materials used for marking must be submitted to the COUNTY in writing and approved by COUNTY prior to marking and use at the Use Area; and (c) PERMITTEE must remove any marking materials at the conclusion of the Event to return it to the condition existing immediately before the commencement of the Use Period.

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 ATTENDEES:** PERMITTEE is responsible for the conduct, acts, and omissions of itself and its employees, agents, contractors, volunteers, vendors, concessionaires, invitees, attendees, and guests (collectively, "PERMITTEE's Agents") on the Use Area. Gambling, the sale, dispensing, and/or consumption of alcoholic beverages, and drug use is expressly prohibited by PERMITTEE and any of PERMITTEE's Agents on the Use Area during the Event and PERMITTEE shall not nor shall it permit PERMITTEE's Agents to engage in such activities. COUNTY shall have the right to expel from the Use Area PERMITTEE or any PERMITTEE Agents in violation of this paragraph.

9. **RESERVED:**

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. **COMPLIANCE WITH LAWS:** Prior to the Use Period, PERMITTEE shall obtain any and all permits and/or licenses required by any and all local, state, and/or federal authorities for the Permitted Use and shall maintain such permits and/or licenses in effect for the duration of the Use Period. PERMITTEE and PERMITTEE's Agents shall comply with all rules and regulations established by the COUNTY for the Use Area and with all applicable ordinances, statutes, and laws of the San Bernardino County, State of California, the United States of America, and all other governmental or regulatory agencies having jurisdiction over the Permitted Use 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. **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.)

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:** PERMITTEE acknowledges and agrees that all information received by COUNTY from PERMITTEE or any source concerning the Use Permit or the Permitted Use, 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 7920.000 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 the Permitted Use 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 the Permitted Use 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. **HAZARDOUS SUBSTANCES:**

A. **Definition.** For purposes of this Use Permit, the term "Hazardous Substance" means any (a) substance, product, waste or other material of any nature whatsoever which is or becomes listed, regulated, or addressed pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, et seq. ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. ("RCRA"); Toxic Substances Control Act, 15 U.S.C. Sections 2601 et seq.; the Clean Water Act, 33 U.S.C. Sections 1251 et seq.; the California Hazardous Waste Control Act, Health and Safety Code Sections 25100 et seq.; the California Hazardous Substance Account Act, Health and Safety Code Sections 25330 et seq.; the California Safe Drinking Water and Toxic Enforcement Act, Health and Safety Code Sections 25249.5 et seq.; California Health and Safety Code Sections 25280 et seq. (Underground Storage of Hazardous Substances); the California Hazardous Waste Management Act, Health and Safety Code Sections 25170.1 et seq.; California Health and Safety Code Sections 25501 et seq. (Hazardous Materials Response Plans and Inventory); or the California Porter-Cologne Water Quality Control Act, Water Code Sections 1300 et seq., all as amended, (the above-cited California state statutes are hereinafter collectively referred to as "the State Toxic Substances Laws") or any other federal, state or local statute, law, ordinance, resolution, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect, (b) any substance, product, waste or other material of any nature whatsoever which may give rise to liability under any of the above statutes or under any statutory or common law theory based on negligence, trespass, intentional tort, nuisance or strict liability or under any reported decisions of a state or federal court, (c) petroleum or crude oil other than petroleum and petroleum products contained within regularly operated motor vehicles, and (d) asbestos.

B. PERMITTEE shall not permit nor authorize the presence, use, manufacture, handling, generation, transportation, storage, treatment, discharge, release, burial or disposal of any Hazardous Substances by PERMITTEE or PERMITTEE's Agents on, under or about the Use Area and the entire property of which the Use Area is part.

C. PERMITTEE agrees, in addition to those obligations imposed upon it pursuant to Paragraph 6, INDEMNIFICATION, herein, to indemnify, defend with counsel approved by COUNTY, protect and herein hold harmless COUNTY, its directors, officers, employees, agents, assigns, and any successor or successors to COUNTY's interest in the Use Area and the entire property of which the Use Area is part as it relates to Hazardous Substances as defined in subparagraph A. from and against all claims, actual damages (including but not limited to special and consequential damages), punitive damages, injuries, costs, response

costs, losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties and expenses of any kind whatsoever paid, incurred or suffered by, or asserted against, the Use Area or any indemnified party directly or indirectly arising from or attributable to: (a) the Event; (b) any breach of the PERMITTEE's obligations, warranties, or representations set forth in this Use Permit, or (c) any repair, cleanup, removal, remediation, or detoxification, and preparation and implementation of any repair, clean-up, removal, remedial, detoxification, response, closure or other plans concerning any Hazardous Substance on, under or about the Use Area and the entire property of which the Use Area is part caused by PERMITTEE or PERMITTEE's Agents, regardless of whether undertaken due to governmental action. To the fuller extent permitted by law, the foregoing indemnification shall apply regardless of the fault, active or passive negligence, breach of warranty or contract of PERMITTEE or PERMITTEE's Agents.

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 the Permitted Use from any cause whatsoever, including (without limitation) any acts, errors, or omissions of PERMITTEE PERMITTEE's Agents, or any other person from the use of the Use Area or from any state or condition of said Use Area. By its execution of this Use Permit, PERMITTEE, on behalf of itself and PERMITTEE's Agents hereby waives and releases COUNTY from any such claims, actions, loss damages, liabilities, or injuries however arising.

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 or releasing party 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 affected his or her settlement with the debtor or releasing party."

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 the Use Period.

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: San Bernardino Area Chamber of Commerce
546 West 6th Street
San Bernardino, CA 92410

COUNTY: San Bernardino County
Real Estate Services Department, 3rd 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 the Event removed, and all damages caused by the Permitted Use repaired or restored to the condition existing immediately prior to the commencement of the Use Period.

23. **VENUE:** The parties acknowledge and agree that this Use Permit was entered into and intended to be performed in the 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 the State 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 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, San Bernardino County.

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 the Use Period, will survive the termination of this Use Permit.

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

28. **CAMPAIGN CONTRIBUTION DISCLOSURE (SB 1439):** PERMITTEE has disclosed to COUNTY using Exhibit C - 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 PERMITTEE's proposal to COUNTY, or (2) 12 months before the date this Permit was approved by the Board of Supervisors. PERMITTEE acknowledges that under Government Code section 84308, PERMITTEE 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, PERMITTEE 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 PERMITTEE or by a parent, subsidiary or otherwise related business entity of PERMITTEE.

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, Chair
Board of Supervisors

Date: SEP 24 2024

SAN BERNARDINO AREA CHAMBER OF
COMMERCE

By: 
Judi Penman (Sep 12, 2024 11:38 PDT)

Title: Judi Penman, President & CEO

Date: 09/12/24

Approved as to Legal Form:

TOM BUNTON, County Counsel
San Bernardino County, California

By: 
John Tubbs II, Deputy County Counsel

Date: 9-10-24

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 the County of San Bernardino

By: 
Deputy


EXHIBIT "A"

USE AREA
(Outlined in Blue Border)

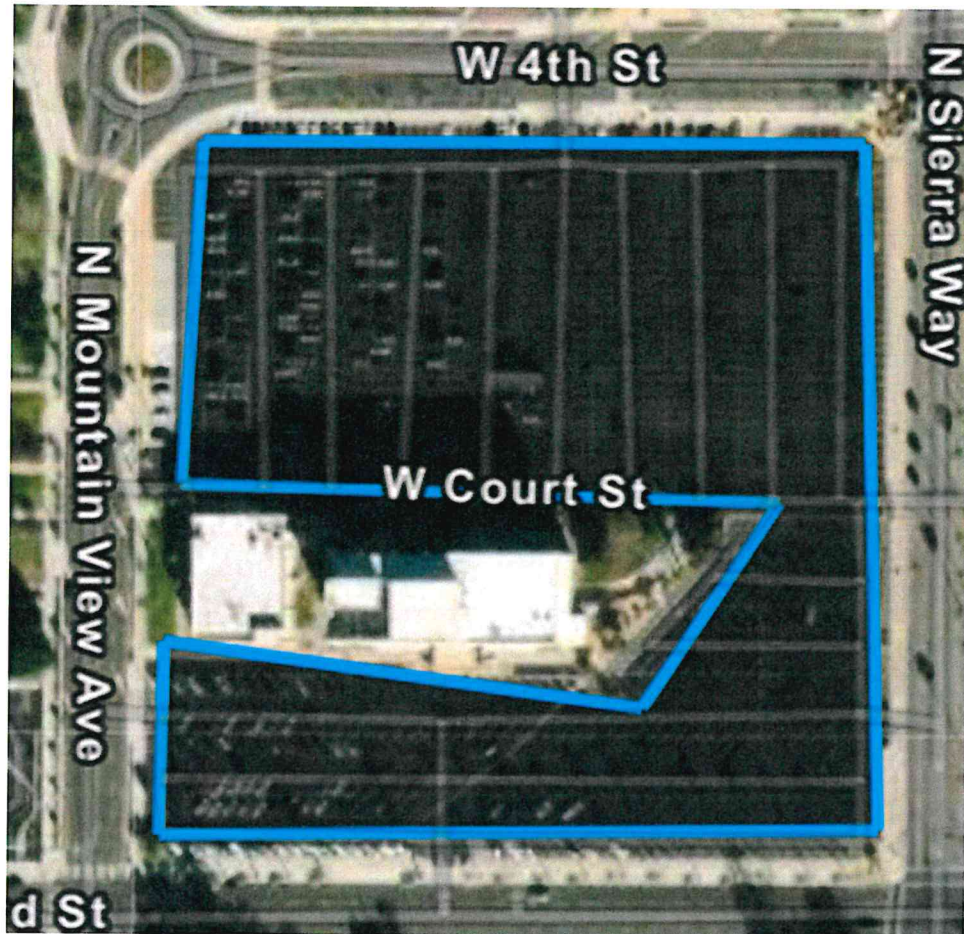


EXHIBIT "B"

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: Judi Penman
Judi Penman (Sep 12, 2024 14:09 PDT)
(Name)

Title: President/CEO

Date: 09/12/24



EXHIBIT "C"

Campaign Contribution Disclosure (Senate Bill 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.

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

1. Name of Permittee: *San Bernardino Area Chamber of Commerce*

2. Is the entity listed in Question No. 1 a non-profit organization under Internal Revenue Code section 501(c)(3)?

Yes ☒ If yes, skip Question Nos. 3 - 4 and go to Question No. 5.

No ☐

501(c)(6)

3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision:

4. If the entity identified in Question No. 1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s):

5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship

6. Name of agent(s) of Permittee:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)

7. 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):

8. Name of any known individuals/companies who are not listed in Questions 1-7, 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

9. 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 within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No ☒ If no, please skip Question No. 10.

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

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

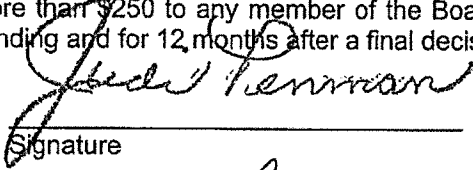
Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

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

By signing below, Permittee certifies that the statements made herein are true and correct. Permittee understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while this matter is pending and for 12 months after a final decision is made by the County.


Signature

09-12-2024
Date

Judi Penman
Print Name

Print Entity Name, if applicable