



Contract Number

19-681

SAP Number

## County Service Area 60 – Apple Valley Airport

Department Contract Representative	James E. Jenkins
Telephone Number	(909)387-8810
Contractor	Frank Tanner, Trustee of the Tanner Family Trust
Contractor Representative	Frank Tanner 1983
Telephone Number	(626) 358-5326
Contract Term	October 11, 2019-October 13, 2019
Original Contract Amount	\$200.00
Amendment Amount	
Total Contract Amount	\$200.00
Cost Center	4003004552

**Briefly describe the general nature of the contract:** *This use permit is for the use of approximately 7.52 acres of vacant land located west of County Service Area 60 – Apple Valley Airport (CSA-60). This land will serve as overflow parking for the 2018 Apple Valley Airshow from October 11, 2019 through October 13, 2019.*

### FOR COUNTY USE ONLY

Approved as to Legal Form



, County Counsel

Date

10/7/19

Reviewed for Contract Compliance



Date

Reviewed/Approved by Department



Date

10-7-2019

## USE PERMIT

1. **PARTIES NAMED:** Frank Tanner, Trustee of the Tanner Family Trust, dated July 11, 1983 hereinafter referred to as PERMITTOR, hereby permits The County Service Area 60, hereinafter referred to as CSA-60, to use approximately 7.52 acres of vacant land located west of the Apple Valley Airport, more particularly described as Assessor Parcel Number 0463-372-49000 in Apple Valley, CA ("Use Area") as shown on Exhibit "A" attached hereto.
2. **TERM:** The term of this Permit is limited to seventy-two hour period from 12:00 a.m. on October 11, 2019 through 11:59 p.m. on October 13, 2019.
3. **USE :** CSA-60 may use the Use Area for an overflow parking area in conjunction with the Apple Valley Airshow ("Event"), and for any purpose CSA-60 determines is necessary in conjunction with the Event.
4. **CONSIDERATION:** CSA-60 will pay a Fee in the amount of Two Hundred and No/100 Dollars (\$200.00), to be paid in advance prior to October 12, 2018, and CSA-60 will be responsible for any cleanup of the Use Area.
5. **INSURANCE:** CSA-60 is a self-insured public entity for purpose of general liability and workers' compensation.
6. **ATTORNEY'S FEES AND COST:** If any legal action is instituted to enforce or declare any party's rights hereunder, each party, including the prevailing party, must bear its own costs and attorneys' fees. This paragraph shall not apply to those costs and attorneys' fees directly arising from any third party legal action against CSA-60.
7. **HOLD HARMLESS:** CSA-60 agrees to indemnify and hold harmless the PERMITTOR, its officers, employees, agents and volunteers from liabilities for injury to persons and damage to property to the extent arising out of any negligent act or omission of CSA-60, its officers, employees, agents or volunteers in connection with CSA-60's use of the Use Area.
8. **TERMINATION:** CSA-60 may terminate this Permit at any time and for any reason prior to and including September 30, 2019, by giving written notice of CSA-60's intent to terminate. In the event of termination, CSA-60 will not be required to pay the fee to PERMITTOR as set forth in Paragraph 4, Consideration.
9. **ASSIGNMENT AND TRANSFER:** CSA-60 is not allowed to assign or transfer this Permit to any other person, group or organization.
10. **RELEASE OF INFORMATION:** Any information or other materials submitted by PERMITTOR in connection with this Permit are for the exclusive use of CSA-60, but are subject to disclosure under the provisions of the California Public Records Act, Government Code Section 6250 et seq. In the event a request for disclosure of any part or all of any information or other material is made to CSA-60, CSA-60 will make good faith efforts to notify the PERMITTOR of the request and will thereafter disclose the requested information unless the PERMITTOR request nondisclosure and agrees to indemnify, defend with counsel approved by CSA-60, and hold CSA-60 harmless in any/all actions brought to require disclosure. The PERMITTOR waives any and all claims for damages, lost profits, or other injuries of any and all kinds in the event CSA-

60 fails to notify PERMITTOR of any such disclosure request and/or releases any information received from the PERMITTOR.

11. **NOTICES:** Any notices required by this Permit shall be in writing and delivered as follows, in person or by first class mail, postage pre-paid, certified or registered, return receipt requested, to the addresses stated herein. Notice shall be deemed delivered and effective upon the earlier of (i) actual receipt or (ii) the date of delivery or refusal of the addressee to accept delivery if notice is sent by United States mail, postage, prepaid, certified or registered, return receipt.

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

PERMITTOR Address: Frank Tanner, Trustee  
Tanner Family Trust dated July 11, 1983  
2501 Markwood Street  
Duarte, CA 91010

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


**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

13. **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.

End of Agreement.

**COUNTY SERVICE AREA 60**

**PERMITTOR: Frank Tanner, Trustee  
Tanner Family Trust, dated  
July 11, 1983**

By   
**Curt Hagman**  
Chairman, Board of Supervisors

By   
**Frank Tanner**

Date 10-8-19

Title Trustee

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

Date \_\_\_\_\_

  
Lynn Chan, Clerk of the Board

By:   
Date: 10-8-19

Approved as to Legal Form:

Michelle Brakemore  
**JEAN-RENE BASLE**, County Counsel  
San Bernardino County, California

By:   
**Agnes I. Cheng**, Deputy County Counsel

Date: 9/20/19

EXHIBIT "A"

USE AREA

