



**Contract Number**

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**SAP Number**

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## Registrar of Voters

**Department Contract Representative** \_\_\_\_\_  
**Telephone Number** \_\_\_\_\_

**Contractor** \_\_\_\_\_  
**Contractor Representative** \_\_\_\_\_  
**Telephone Number** \_\_\_\_\_  
**Contract Term** July 13, 2021 to  
 September 30, 2021

**Original Contract Amount** \$ \_\_\_\_\_  
**Amendment Amount** - \_\_\_\_\_  
**Total Contract Amount** \$ \_\_\_\_\_  
**Cost Center** \_\_\_\_\_  
**Internal Order No.** \_\_\_\_\_

**Briefly describe the general nature of the contract:** This Use Permit is for the San Bernardino County's exclusive use of approximately \_\_\_\_\_ square feet of interior building space at the real property commonly identified as APN \_\_\_\_\_ located at (Address) \_\_\_\_\_ (City) \_\_\_\_\_, CA. The use period of this Use Permit shall commence on July 13, 2021 and shall expire on September 30, 2021. The use fee payable by San Bernardino County under this Use Permit shall be \$\_\_\_\_\_.

**FOR COUNTY USE ONLY**

Approved as to Legal Form  SEE SIGNATURE PAGE Jolena E. Grider, Deputy County Counsel  Date _____	Reviewed for Contract Compliance  _____  Date _____	Reviewed/Approved by Department  _____ Bob Page, Registrar of Voters  Date _____
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## USE PERMIT

1. **PARTIES:** (Name of Property Owner/ Entity) \_\_\_\_\_, hereinafter referred to as PERMITTOR, hereby permits the County of San Bernardino hereinafter referred to as PERMITTEE, to use a total of approximately \_\_\_\_\_ square feet of interior building space ("Use Area") at the real property commonly identified as APN \_\_\_\_\_ located at (Address) \_\_\_\_\_ (City) \_\_\_\_\_, CA ("Property"), as the Use Area is shown on Exhibit "A" attached hereto and incorporated herein by reference. Along with the Use Area, PERMITTEE shall have the right to use \_\_\_\_ parking spaces at the Property at no additional cost for use by PERMITTEE's employees.

2. **TERM:** The term of this agreement shall be from July 13, 2021 to September 30, 2021 for the Gubernatorial Recall Election. A written election plan that identifies the specific dates shall be mutually agreed prior to the election.

3. **USE PERIOD:** This Use Permit shall be for a period which shall commence on the dates listed in the mutually agreed upon election plan. ("Use Period").

4. **USE:** PERMITTEE shall use the Use Area on a non-exclusive basis during the Use Period for only the following purpose: polling place location. PERMITTEE must not use the Use Area for any other purpose.

5. **FEES:** PERMITTEE shall pay an all-inclusive fee of \$\_\_\_\_ per [month/day] for the Use Area, which includes the use fee, all utilities, PERMITTOR-provided janitorial and maintenance services, during the Use Period.

6. **INDEMNIFICATION:** The PERMITTOR agrees to indemnify, defend (with counsel reasonably approved by PERMITTEE) and hold harmless the PERMITTEE and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, 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 incurred by the PERMITTEE on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The PERMITTOR'S indemnification obligation applies to the PERMITTEE's "active" as well as "passive" negligence but does not apply to the PERMITTEE'S "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782. This paragraph shall survive the expiration or earlier termination of this Use Permit.

### 7. **INSURANCE REQUIREMENTS AND SPECIFICATIONS:**

A. PERMITTOR agrees to provide insurance set forth in accordance with the requirements herein. If PERMITTOR uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, PERMITTOR agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, PERMITTOR shall secure and maintain throughout the Use Period the following types of insurance with limits as shown:

i. **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 PERMITTOR and all risks to such persons under the Use Permit.

If PERMITTOR has no employees, it may certify or warrant to PERMITTEE 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 PERMITTEE's Director of Risk Management.

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

ii. Commercial General Liability Insurance – PERMITTOR shall carry Commercial General Liability Insurance covering all operations performed by or on behalf of PERMITTOR 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. \$2,000,000 general aggregate limit.

iii. Commercial Property Insurance – providing all risk coverage for the Use Area, the building, fixtures, equipment and all property constituting a part of the Use Area. Coverage shall be sufficient to insure One Hundred percent (100%) of the replacement cost.

iv. 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 PERMITTOR is transporting one or more non-employee passengers in to the use of the 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 PERMITTOR owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

v. 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, shall contain endorsements naming PERMITTEE and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of use under this Use Permit hereunder. The additional insured endorsements shall not limit the scope of coverage for PERMITTEE to vicarious liability but shall allow coverage for PERMITTEE 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.

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

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 PERMITTEE.

E. Severability of Interests – PERMITTOR 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 PERMITTOR and PERMITTEE or between PERMITTEE and any other insured or additional insured under the policy.

F. Proof of Coverage – PERMITTOR shall furnish Certificates of Insurance to PERMITTEE’s Real Estate Services Department (RES D) administering the Use Permit evidencing the insurance coverage, including endorsements, as required, prior to the commencement of the Use Permit, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to PERMITTEE’s RES D, and PERMITTOR shall maintain such insurance from the time the Use Permit is executed until the expiration or earlier termination of the Use Permit. Within fifteen (15) days of the commencement of this Use Permit, PERMITTOR shall furnish a copy of the declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

G. Acceptability of Insurance Carrier – Unless otherwise approved by PERMITTEE’s Director of Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum “Best” Insurance Guide rating of “A- VIII”.

H. Deductibles and Self-Insured Retention - Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by PERMITTEE’s Director of Risk Management.

I. Failure to Procure Coverage – All insurance required must be maintained in force at all times by PERMITTOR. In the event that any policy of insurance required under the Use Permit does not comply with the requirements, is not procured, or is canceled and not replaced, and such insurance is not procured or reinstated, as applicable, within ten (10) days of written notice from PERMITTEE to PERMITTOR, PERMITTEE has the right but not the obligation or duty to cancel the Use Permit or obtain insurance if it deems necessary and any premiums paid by PERMITTEE will be promptly reimbursed by PERMITTOR upon demand but only for the pro-rata period of non-compliance.

J. Insurance Review – Insurance requirements are subject to periodic review by PERMITTEE. PERMITTEE’s Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever PERMITTEE’s Director 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 PERMITTEE. In addition, if PERMITTEE’s Director of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, PERMITTEE’s Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against PERMITTEE, inflation, or any other item reasonably related to PERMITTEE’s risk.

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

Any failure, actual or alleged, on the part of PERMITTEE’s RES D or PERMITTEE 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 PERMITTEE’s RES D or PERMITTEE.

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

L. PERMITTOR agrees to require all subcontractors or other parties it hires or contracts with in relation to the Use Permit to provide insurance covering the contracted operation with the requirements in this Paragraph 6 (including, but not limited to, waiver of subrogation rights) and naming PERMITTEE as an additional insured

8. **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 PERMITTEE, including such attorneys' fees and costs payable under Paragraph 5, **INDEMNIFICATION**, and Paragraph 6, **INSURANCE REQUIREMENTS AND SPECIFICATIONS**,.

9. **TERMINATION:** 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 three (3) business day after written notice, the defaulting party has not corrected such default, the non-defaulting party shall have the right to terminate this Use Permit.

10. **COMPLIANCE WITH LAWS:** shall comply 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 PERMITTEE's use and the Use Area.

11. **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 local time on a business day shall be deemed effective on the following business day.

PERMITTEE: San Bernardino County  
Attn: Registrar of Voters  
777 E. Rialto Avenue  
San Bernardino, CA 92415

PERMITTOR: (Property Owner Name / Entity)  
Attn: (Contact Name)  
(Street Address)  
(City), CA. (Zip)

12. **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 PERMITTEE removed and all damages to the extent caused by the PERMITTEE repaired or restored to substantially as good a condition as existed immediately prior to the damage caused by the PERMITTEE, reasonable wear and tear excluded.

13. **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.

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

15. **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.

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

17. **AUTHORIZED SIGNATORS:** The parties to this Use Permit represent for itself that its respective signators executing this document are fully authorized to enter into this Use Permit.

18. **ENTIRE AGREEMENT:** This Use Permit constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. No modifications or waiver will be binding unless made in writing and signed by both parties.

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 Agreement (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 Agreement upon request.

IN WITNESS WHEREOF, San Bernardino County and Permitter have each caused this Use Permit to be subscribed by its respective duly authorized officers, on its behalf.

**(PROPERTY OWNER NAME / ENTITY)**

**SAN BERNARDINO COUNTY**

By: \_\_\_\_\_  
(Name), (Title)

By: \_\_\_\_\_  
Leonard X. Hernandez

Title: Chief Executive Officer

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

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

Approved as to Legal Form:

MICHELLE D. BLAKEMORE, County Counsel  
San Bernardino County, California

By: \_\_\_\_\_  
Jolena E. Grider, Deputy County Counsel

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

**EXHIBIT "A"**  
**USE AREA**

(INSERT MAP OF USE AREA)