



Contract Number \_\_\_\_\_

SAP Number \_\_\_\_\_

## Real Estate Services Department

<b>Department Contract Representative</b>	Terry W. Thompson, Director
<b>Telephone Number</b>	(909) 387-5252
<b>Contractor</b>	Regents of the University of California
<b>Contractor Representative</b>	Wendy Powers
<b>Telephone Number</b>	(510) 987-9033
<b>Contract Term</b>	July 1, 2021 through June 30, 2022
<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
<b>GRC/PROJ/JOB No.</b>	60002359
<b>Internal Order No.</b>	

### Briefly describe the general nature of the contract:

This Use Permit is for a period of twelve months, commencing and retroactive to July 1, 2021 and ending June 30, 2022. The Use Area consists of a total of 2,226 square feet of space, comprising: (a) 1,556 square feet of office and shared space located at the County Library facility at 7863 Central Avenue in Highland and (b) 670 square feet of storage space located at the 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 in-kind use-value of \$64,428).

#### FOR COUNTY USE ONLY

Approved as to Legal Form

► SEE SIGNATURE PAGE

Agnes Cheng, Deputy County Counsel

Date \_\_\_\_\_

Reviewed for Contract Compliance

►

Date \_\_\_\_\_

Reviewed/Approved by Department

►

Lyle Ballard, Real Property Manager, RESD

Date \_\_\_\_\_

## USE PERMIT

WHEREAS, San Bernardino County (herein called "COUNTY") and The Regents of the University of California (hereinafter called "University") on behalf of its UC Agriculture and Natural Resources 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 in accordance with an Agreement entered into between the University and the County on same date as this Use Permit ("Program Agreement"); and,

WHEREAS, the COUNTY can provide a total of 2,226 square feet of space comprising (a) 1,556 square feet of County-leased office and shared space located at 7863 Central Avenue, Highland, California and (b) 670 square feet of storage space located at the County-owned Agriculture/Weights and Measures facility located at 777 E. Rialto Avenue, San Bernardino, California; and,

WHEREAS, the COUNTY is willing to provide office and shared space within certain portions of 7863 Central Avenue, Highland, California, and storage space within certain portions of 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. **USE AREA:** COUNTY, hereby permits the Regents of the University of California on behalf of its UC Agriculture and Natural Resources and its UC Cooperative Extension for San Bernardino County, 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 a total of 2,226 square feet of space, comprising: (a) 1,556 square feet of the County-leased and/or controlled portion of office and shared space, located at 7863 Central Avenue, Highland, California and (b) 670 square feet of County owned and/or controlled portion of storage space located at 777 E. Rialto Avenue, San Bernardino, California (collectively, the "Use Area"), as shown on Attachment "A" attached hereto. This permit is effective and retroactive from and including July 1, 2021 to and including June 30, 2022 ("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 monetary fees due for this Use Permit. The parties acknowledge and agree that the total in-kind use-value of this Use Permit is \$64,428, as calculated in Attachment "A".

4. **TERM:** The Initial Term of this Use Permit shall be for a period of one (1) year commencing on July 1, 2021 ("Commencement Date") and end on June 30, 2022 ("Ending Date").

5. **EXTENDED TERM:** After the Ending Date, COUNTY and PERMITTEE may renew this Use Permit on terms and conditions mutually agreed by the parties if the COUNTY and the University enter into a concurrent Program Agreement.

6. **INDEMNIFICATION AND INSURANCE:**

A. **Indemnification:**

(1) 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.

(2) 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 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 shall give written notice of specific violation and demand for correction.

B. Termination for Default: Except as provided in Paragraphs 9.c., 9.e., and 9.f, 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 or if the violating party timely commences such correction but fails to complete its correction within sixty (60) days after the original written notice and demand, 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: In the event of a termination of COUNTY's Lease (as defined in Paragraph 20 hereinbelow), COUNTY shall provide not less than ninety (90) days' prior written notice to PERMITTEE of such termination unless the Lease is terminated prior to said 90 days, in which case, as much prior written notice as is reasonably possible, and this Use Permit shall not be terminated, but shall be modified to remove the associated 1,556 square feet of the County-leased space from the Use Area, and to revise the in-kind use value of the remaining 670 square feet of Use Area in accordance with such values set forth for such space in Attachment "A". In the event of such Lease termination and modification of the Use Area, the parties shall execute a written amendment to this Use Permit within thirty (30) days of COUNTY's provision of written notice of the Lease termination to PERMITTEE, memorializing the modification of the Use Area and the corresponding in-kind use value of the remainder of the Use Area. For avoidance of doubt, COUNTY shall have no obligation to provide any alternate space to PERMITTEE in lieu of the terminated space in the event of such partial termination of the Use Area.

F. Notwithstanding anything to the contrary in this Use Permit, in the event the Program Agreement is terminated in accordance with its terms, this Use Permit shall simultaneously terminate in its entirety on the effective termination date of the Program Agreement

G. The PERMITTEE's County Director of its San Bernardino office is authorized to give notice of and exercise PERMITTEE's rights with respect to any termination of this Use Permit on behalf of PERMITTEE. The COUNTY's Director of the Real Estate Services Department is authorized to give notice of and exercise COUNTY's rights with respect to any termination of this Use 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 any termination pursuant to Paragraph 9.

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: The Regents of the University of California  
Agriculture and Natural Resources  
2801 Second Street  
Davis, CA 95618-7774

County: San Bernardino County  
Real Estate Services Department  
385 North Arrowhead Avenue, Third Floor  
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. **SUBORDINATION:** This Use Permit is subordinate and subject in all respects to that certain Lease Agreement, dated as of May 28, 2008 (the "Lease"), by and between the City of Highland and the County of San Bernardino for 7863 Central Avenue, Highland, California.

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

22. **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, 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 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, San Bernardino County.

23. **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.**

24. **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.

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

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

27. **EXECUTION:** 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. For purposes of this Use Permit, 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 execute and deliver

to the other party an original signed Use Permit upon request. Unless expressly otherwise set forth in an amendment, any subsequent amendments to the Use Permit shall be executed by original signatures only.

28. **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. This Use Permit supersedes and terminates any prior use agreements between the parties for office and other space for the Permittee for the above-referenced programs.

**SAN BERNARDINO COUNTY**

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**

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

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

Title: Associate Vice President

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

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

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  
San Bernardino County

By: \_\_\_\_\_  
Deputy

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

Approved as to Legal Form:

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

By: \_\_\_\_\_  
Agnes Cheng, Deputy County Counsel

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

## ATTACHMENT "A"

### Breakdown of Usable Space and Estimated Annual Value:

LOCATION	ROOM	SQ FT	USAGE*	MONTHLY VALUE	ANNUAL VALUE
7863 Central Avenue, Highland	Indoor Lab	502	Exclusive	\$ 1,396	\$16,752
7863 Central Avenue, Highland	Office	121	Exclusive	\$ 337	\$ 4,044
7863 Central Avenue, Highland	Office	230	Exclusive	\$ 640	\$ 7,680
7863 Central Avenue, Highland	Community Room	703	Non-Exclusive	\$ 1,955	\$23,460
777 East Rialto Avenue, San Bernardino	Storage	32	Exclusive	\$ 86	\$ 1,032
777 East Rialto Avenue, San Bernardino	Outdoor Storage Units	350	Exclusive	\$ 937	\$11,244
777 East Rialto Avenue, San Bernardino	Outdoor Storage Space for 2 Storage Units	288	Exclusive	\$ 18	\$ 216
TOTAL		2,226		\$5,369	\$64,428

*\*Non-Exclusive space rates are estimated using 50% of the Exclusive rate.*







General Services Building  
777 East Rialto Avenue  
San Bernardino, CA 92415

Exclusive Use  
Non-Exclusive Use

