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Contract Number

24-1012

SAP Number

### County Administrative Office

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<b>Contractor</b>	<u>The Regents of the University of California</u>
<b>Contractor Representative</b>	<u>Brent Hales</u>
<b>Telephone Number</b>	<u>(530) 786-0256</u>
<b>Contract Term</b>	<u>July 1, 2024 – June 30, 2027</u>
<b>Original Contract Amount</b>	<u>\$304,493</u>
<b>Amendment Amount</b>	<u>N/A</u>
<b>Total Contract Amount</b>	<u>\$304,493</u>
<b>Cost Center</b>	<u>1100001000</u>

**IT IS HEREBY AGREED AS FOLLOWS:**

**WHEREAS,** San Bernardino County (County) desires to provide research and educational programs to the residents of the County; and

**WHEREAS,** The Regents of the University of California (University) on behalf of its UC Agriculture and Natural Resources (UC ANR) and its University of California Cooperative Extension (UCCE) for San Bernardino County provides research and educational programs to the community; and

**WHEREAS,** Section 32330 of the Educational Code of the State of California allows for County and UCCE collaboration for the benefit of the County; and

**WHEREAS,** a Cooperative Extension office was established in San Bernardino County in June 1917, and with the County's support, UCCE has provided resources and education to County residents continuously since that time; and

**WHEREAS,** the County and University desire to enter into an agreement for the University to provide research and educational programs to the community, as set forth below;

**WHEREAS,** UCCE comprises this collaboration between the County and University for the benefit of County residents.

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

**A. DEFINITIONS**

**A.1 RESERVED**

**B. COMMITMENT TO THE UCCE PARTNERSHIP**

UCCE comprises of a collaboration between County and University for the benefit of the people of San Bernardino County, to which both parties are committed. The parties agree that University cannot deliver UCCE absent the valuable support that the County contributes. Likewise, the parties also acknowledge that County resources are limited. Both parties acknowledge that this is a three year agreement and any future agreements for the UCCE programs will be subject to future negotiations between the parties.

**C. UNIVERSITY RESPONSIBILITIES**

**C.1 Programs Provided**

University agrees to provide research and educational programs to deliver University knowledge for the benefit of County residents through a cadre of UCCE educational and applied research programs in the areas of food and nutrition education, gardening and horticulture, food preservation, natural resources and youth development/4-H. During the term of this Contract, University will deliver the programs as outlined in Exhibit A – 2024/25 UCCE San Bernardino County Work Plan, in partnership with the County through the County Administrative Office to ensure collaboration with individual County departments. University will continually improve UCCE in County by revising it as new University research is directly accessed by advisors (University academics).

**C.2 University Financial, Personnel, and Organizational Obligations**

University will expend a portion of University appropriations (e.g., general and specific state funds, federal formula funds, extramural contract and grant awards, endowments, and fundraising revenue) to provide services to County residents; thereby realizing even greater programmatic impact locally.

Further, University will appoint, assign, supervise, and pay the entire salaries and benefits of a professional staff of advisors (University academics) for the operation of UCCE in County. The appointment, number and assignment of such academics shall be determined by the University based on available resources. As resources permit, the University may also assign and pay the salaries of other personnel, both academic and non-academic.

University will provide organizational framework and support associated costs necessary to conduct UCCE, including but not limited to:

- C.2.1** Application of University Environmental Health and Safety (EH&S) standards, including assistance of University EH&S professional staff and provision of certain resources.
- C.2.2.** Application of University Risk Management and Background Investigation standards, especially as they pertain to youth protection.
- C.2.3.** Application of University management standards for accounting, budgeting, contracts and grants, development, human resources, legal affairs, information technology and other administrative matters.
- C.2.4.** Equipment, supplies and other miscellaneous necessities at rates reflective of the University's buying power.
- C.2.5.** Off-site University staff for performance of all centralized administrative tasks arising out of UCCE program delivery to County that can be centralized.

**C.2.6. Future incremental cost increases associated with all of the above.**

**C.3 UCCE Designated Director**

University shall designate one University employee as the Director of UCCE ("UCCE Director") for County, who will represent and be responsible to the University's Vice Provost of Research and Extension for all matters relating to the operation and conduct of UCCE in County. The UCCE Director is the individual to whom University has delegated programmatic and administrative decision-making authority at the local level; they are the principal University representative for all matters relating to this Contract.

**C.4 Use Permit**

For three Program Years 2024/25, 2025/26, and 2026/27, a Use Permit (Exhibit B) between the County and University must be executed concurrently with the Contract in which University 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. The Use Permit will delineate the amount of space allocated to University, the security and programmatic requirements to use the County-owned and/or County-controlled space, and the in-kind market value of space provided by the County. For avoidance of doubt, a termination of the Use Permit in part or in whole pursuant to its terms shall not terminate nor modify this Contract, provided that County shall have no obligation to provide any alternate space to University for the programs in the event of such partial or entire termination of the Use Permit.

**C.5 Future Work Plans**

By February 28 of each Contract year, University, local UCCE Director(s) and the County Administrative Office and participating County Department Heads and Department representatives will meet to discuss the current year's Work Plan outcomes, and to develop future work plan activities, including events in County facilities or alternate locations when appropriate, for consideration for the next Contract year. The parties may also discuss extending this Contract or entering into a new Contract. University shall provide a proposed Work Plan to the County Administrative Office no later than March 31 of each Contract year, for the parties' consideration. If the parties agree to mutually extend this Contract or enter into a new Contract, the parties shall enter into a written agreement setting forth the terms of such extension.

**C.6 Program Performance Report**

University shall submit a preliminary annual "Program Performance Report", to the County Administrative Office no later than sixty (60) days (April 30, 2025, April 30, 2026, and April 30, 2027) prior to the end of each Contract year. The report should include an overview of the accomplishments of the University during the reporting period, including data confirming that University has fully met each performance measure and a narrative of the University's effectiveness in achieving the performance measures and goals outlined in Exhibit A. The final annual Program Performance Report shall be submitted to the County Administrative Office within thirty (30) days after end of each Contract year (July 31, 2025, July 31, 2026, and July 31, 2027) and shall include the completed UCCE Quarterly and Annual Program Outcomes Reporting Tool (Exhibit C).

**C.7 Quarterly Performance and Communication Reports**

University shall submit four (4) quarterly reports each Contract year, twelve (12) total for the full Contract term, that include basic information regarding activities and communications, and data confirming that University has sufficiently met each performance measure for the prior quarter, to the County Administrative Office over the Contract term, with the fourth quarter report submitted as the annual Program Performance Report referenced above submitted as the last report of each contract year. The UCCE Quarterly and Annual Program Outcomes Reporting Tool (Exhibit C), or a County approved variation of this reporting tool including all information specified above and in Exhibit C, shall be provided for the following periods each Contract year:

- 2024, 2025, and 2026 - July 1 through September 30 and October 1 through December 31;
- 2025, 2026, and 2027 - January 1 through March 31 and April 1 through June 30.

The quarterly reports shall be provided by the last day of the month following the end of the reporting period. Submittal of the quarterly reports will be followed up with a meeting or conference call, initiated by the County, between the University and County for discussion of activities and any issues that may arise for either Party. There shall be a standing monthly meeting between the University and the County to discuss activities provided under this Contract for the prior month. The quarterly reports may be discussed at these monthly meetings in lieu of a separate quarterly meeting.

**C.8 Expanded Food and Nutrition Education Program Partnerships**

University shall provide Expanded Food and Nutrition Education Program (EFNEP) outreach materials to the Preschool Services Department, promoting UCCE's one-on-one coaching or group sessions that the County will make available to targeted parents of at-risk pediatric patients and/or other potential program participants. The County will provide materials to potential participants, who will then be responsible for contacting EFNEP staff to schedule sessions.

**D. GENERAL CONTRACT REQUIREMENTS**

**D.1 Recitals**

The recitals set forth above are true and correct and incorporated herein by this reference.

**D.2 Contract Amendments**

University agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of University and County.

**D.3 Contract Assignability**

Without the prior written consent of the County, the Contract is not assignable by University either in whole or in part.

**D.4 RESERVED**

**D.5 Attorney's Fees and Costs**

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

**D.6 Background Checks for University Personnel**

University strives to ensure the safety of everyone involved in its programs, especially youth. As a part of this effort, University agrees to conduct, at University expense, a criminal history and identity check (i.e. fingerprinting) and submission of fingerprints to the Department of Justice, and/or the Federal Bureau of Investigation for all employees, volunteers, and/or agents of University providing services under the UCCE program. University shall be responsible for obtaining the employees' and/or volunteers' fingerprints, and obtaining criminal background clearance from the appropriate agency. Such criminal history and identity check is conducted during the employment-screening or volunteer registration process. University reserves the right to refuse to allow University employees, volunteers, and/or agents of University from providing services under the UCCE program.

University shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (b) do not use legal or illegal substances in any manner which will impact their ability to provide Services to the County; (c) are not otherwise disqualified from performing the Services under applicable law; and (d) have cleared a criminal history and identity check (i.e. fingerprinting) through the submission of fingerprints to the Department of Justice, and/or the Federal Bureau of Investigation. If requested by the County and not in violation of applicable law, University shall attest that all its personnel providing Services to the County

have passed a background check conducted by University as a condition of such personnel's employment with University.

**D.7 Change of Address**

University shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.

**D.8 Choice of Law**

This Contract shall be governed by and construed according to the laws of the State of California.

**D.9 Compliance with County Policy**

In performing the Services and while at any County facilities, University personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the Services, and all amendments and modifications to each of the documents listed in subsections (b), (c), and (d) (collectively, "County Policies"), except when such County Policies conflict with University's policies or applicable law, in which case the applicable University policies and/or applicable law shall control. County Policies, and additions or modifications thereto, must be communicated in writing to University or University personnel or may be made available to University or University personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. University shall be responsible for the promulgation and distribution of County Policies to University personnel to the extent necessary and appropriate.

County shall have the right to require University's employees, agents, representatives and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.

**D.10 CONFIDENTIALITY**

Contractor shall protect from unauthorized use or disclosure the names and other identifying information concerning persons receiving Services pursuant to this Contract, except for statistical information not identifying any participant. Contractor shall not use or disclose any identifying information for any purpose other than carrying out the Contractor's obligations under this Contract, except as may otherwise be required by law. This provision will remain in force even after the termination of the Contract.

**D.11 Primary Point of Contact**

University's UCCE Director for UC Cooperative Extension – San Bernardino County will serve as the primary point of contact for the Contract. Contractor or designee must respond to County inquiries within four (4) business days. University shall not change the primary contact without written acknowledgement to the County. University will also designate a back-up point of contact in the event the primary contact is not available.

**D.12 County Representative**

**D.12.1** Except as stated in D.12.2 the Deputy Executive Officer or his/her designee shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services by University.

**D.12.2** The County Chief Executive Officer is authorized to approve all revisions to Exhibit A – Work Plan and approve Work Plans for each Contract year and Exhibit C - UCCE Quarterly and Annual Program Outcomes Reporting Tool. All other amendments to this Contract must be approved by the San Bernardino County Board of Supervisors.

**D.13 Damage to County Property**

University shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, buildings or grounds mutually determined by University and County to be caused by the willful or negligent acts of University or its employees or agents. University shall commence such repairs within thirty (30) days of the completion of University's and County's respective investigation processes finding University's responsibility for such repairs, which University shall then diligently prosecute to completion.

If the University fails to make timely repairs as provided above, the County may make any necessary repairs. University, as determined by the County, shall repay all costs incurred by the County for such repairs, by cash payment upon demand, or County may deduct such costs from any amounts due to the University from the County, as determined at the County's sole discretion.

**D.14 Debarment and Suspension**

University certifies that neither it nor its principals or subcontracts is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). University further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

**D.15 Drug and Alcohol Free Workplace**

In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this Contract, the University agrees that the University and the University's employees, while performing service for the County, on County property, or while using County equipment:

- D.15.1** Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
- D.15.2** Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
- D.15.3** Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where University or University's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The University shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract and any other Contract the University has with the County, if the University or University's employees are determined by the County not to be in compliance with above.

**D.16 Duration of Terms**

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

**D.17 Employment Discrimination**

During the term of the Contract, the parties agree, in accordance with University's and County's policies as well as applicable State and Federal Laws, to not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, citizenship, age, or military and veteran status. University and County shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

**D.18 Environmental Requirements**

In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires University to use recycled paper for any printed or photocopied material created as a result of this Contract. University is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the County in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), University must be able to annually report the County's environmentally preferable purchases. University must also be able to report on environmentally preferable goods and materials used in the provision of their service to the County, utilizing a County approved form.

**D.19 Improper Influence**

University shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the University or officer or employee of the University.

**D.20 Improper Consideration**

University shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been authorized). In accordance with applicable law, each party shall be an equal opportunity employer awarded.

University shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from University. The report shall be made to the supervisor or manager charged with supervision of the employee or the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

**D.21 Informal Dispute Resolution**

In the event the County makes a determination that service is unsatisfactory reasonably based on University's failure to meet requirements set forth in Exhibit A or elsewhere in this Contract, or in the event of any other of a dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute,

claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

**D.22 Legality and Severability**

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

**D.23 RESERVED**

**D.24 Material Misstatement/Misrepresentation**

If during the course of the administration of this Contract, the County determines that University has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, the County shall inform University of such material misstatement, misrepresentation, or provision of materially inaccurate information, and University must then correct such material misstatement, misrepresentation, or provision of materially inaccurate information to County within ten (10) business days of notice from the County. Should University fail to issue such a correction within the ten (10) business day cure period, or submit a correction that the County determines is also materially inaccurate or misrepresentative, as reasonably documented by factual written evidence provided to University, this Contract may be immediately terminated by County. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

**D.25 Mutual Covenants**

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

**D.26 Nondisclosure**

University shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to University or an agent of University or otherwise made available to University or University's agent in connection with this Contract; or, (2) acquired, obtained, or learned by University or an agent of University in the performance of this Contract, except as required by applicable law (e.g the California Public Records Act). For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to, technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

**D.27 Notice of Delays**

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within seventy-two (72) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

**D.28 RESERVED**

**D.29 Air, Water Pollution Control, Safety and Health**

University shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.



**D.30 Records**

University shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. All records shall be complete and current and comply with all Contract requirements.

All records relating to the University's personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for accountancy.

**D.31 Relationship of the Parties**

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

**D.32 Representation of the County**

In the performance of this Contract, University, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the San Bernardino County.

**D.33 Strict Performance**

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

**D.34 Subcontracting**

University agrees not to subcontract the delivery or provision of any of the activities or services described in this Contract.

**D.35 Subpoena**

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under this Contract is served upon University or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. University and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by University for County.

**D.36 Termination for Convenience**

Both parties may terminate the Contract, for any reason, with a sixty (60) day written notice of termination to the other party. Upon such termination, payment will be made to the University for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice by either party from the other, University shall promptly discontinue services. Within ninety (90) days after the termination date, University shall reimburse County for funds advanced to University under this Contract on a pro-rata basis calculated based on the number of months remaining in the current Contract year upon the effective date of the termination.

**D.37 Time of the Essence**

Time is of the essence in performance of this Contract and of each of its provisions.

**D.38 Venue**

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.

**D.39 Conflict of Interest**

University shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. University shall make a reasonable effort to prevent employees, University, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom University's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

**D.40 Former County Administrative Officials**

University agrees to provide, or has already provided, information on former San Bernardino County administrative officials (as defined below) who are employed by or represent University. The information provided includes a list of 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 business. The information also includes the employment with or representation of University. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Executive 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.

**D.41 Disclosure of Criminal and Civil Procedures**

The County reserves the right to request the information described herein from the University. Failure to provide the information may result in a termination of the Contract. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The University also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

University is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the University will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the University is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal

proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the University will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

**E. TERM OF CONTRACT**

This Contract is effective as of July 1, 2024, and expires on June 30, 2027, but may be terminated earlier in accordance with provisions of this Contract.

**F. COUNTY RESPONSIBILITIES**

**F.1** County agrees to pay University in the amount specified in Section G. Fiscal Provisions for the research and education programs outlined in Exhibit A – 2024/25 UCCE San Bernardino County Work Plan, and subsequent Work Plans for each Contract year as described in Sections C.5 and D.12.2, for the period of July 1, 2024 through June 30, 2027.

**F.2** For Program Years 2024/25, 2025/26, and 2026/27, a Use Permit (Exhibit B) between the County and University shall be executed concurrently with this Contract, as indicated in Section C.4 of this Contract.

**F.3** Following receipt of quarterly reports from University, County shall initiate and participate in a quarterly meeting or conference call between the University and County, which may alternatively take place at the standing monthly meeting, for discussion of activities and any issues that may arise for either Party.

**F.4** County agrees to obtain fingerprints from, conduct California Department of Justice background checks on and subsequent arrest notices (SANs) for any County employees assigned to assist UCCE that interact with youths participating in UCCE programming. County further agrees to inform University of any aspect of its operations that might present an especial risk to youth (e.g., convicted felony sex offender on staff, etc.).

**G. FISCAL PROVISIONS**

**G.1** The payment due under this Contract is \$98,513 for Contract year 2024/25, \$101,469 for Contract year 2025/26, and \$104,511 for Contract year 2026/27. The total amount payable under this Contract shall not to exceed \$304,493 over three years for the research and education programs outlined in Exhibit A. Payment shall be subject to availability of funds to the County. The consideration to be paid to University, as provided herein, shall be in full payment for all University's services and expenses incurred in the performance hereof, including travel and per diem.

**G.2** Payment for year one (Contract year 2024/25) shall be made payable within sixty (60) days of execution of this Contract. Payment for year two (Contract year 2025/26) will be made payable within sixty (60) days of July 1, 2025. Payment for year three (Contract year 2026/27) will be made payable within sixty (60) days of July 1, 2026. Payment shall be made payable to The Regents of the University of California, reference the agreement number, and be mailed to the following address:

Cashier's Office University of California  
P.O. Box 989062  
West Sacramento, CA 95798-9062

- G.3** University shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the University's designated checking or other bank account. University shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.
- G.4** County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on University or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.
- G.5** Costs for services under the terms of this Contract shall be incurred during the Contract period except as approved by County. University shall not use current year funds to pay prior or future year obligations.

## **H. INDEMNIFICATION AND INSURANCE REQUIREMENTS**

### **H.1 Indemnification**

University 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 Contract, 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 University, its officers or employees.

County shall defend, indemnify and hold University, 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 Contract, 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.

### **H.2 Insurance**

County and University 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 Contract. 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 Contract, unless more frequently requested by either party.

University volunteers are considered "agents" of the University, and therefore are covered for their negligent acts or omissions by University's general liability self-insurance program while acting in the course and scope of their volunteerism for University. University also therefore agrees to assume liability for the actions or negligence of these volunteer "agents" as set forth in paragraph H.1 above, when they are acting in the course and scope of their volunteerism for University.

## **I. RIGHT TO MONITOR AND AUDIT**

- I.1** The County, State and Federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other items pertinent to University's delivery of the services described in this Contract as requested, and shall have absolute right to monitor the performance of University in the delivery of services provided under this Contract. University shall give full cooperation, in any auditing or monitoring conducted. University shall cooperate with the County in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by the County.

- I.2 All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under this Contract or until all pending County, State and Federal audits are completed, whichever is later.

**J. CORRECTION OF PERFORMANCE DEFICIENCIES**

- J.1 Failure by University to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.
- J.2 In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
- a. Afford University thereafter thirty (30) days within which to cure the breach; and/or
  - b. Discontinue reimbursement to University for and during the period in which University is in breach; and/or
  - c. Withhold funds pending duration of the breach; and/or
  - d. Offset against any monies billed by University but yet unpaid by County those monies disallowed pursuant to Item "b" of this paragraph; and/or
  - e. If such breach is not cured within thirty (30) days pursuant to Item "a" of this paragraph; terminate this Contract effective thirty (30) days following notice of such termination and be relieved of the payment of any consideration to University following the termination effective date. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the University under this Contract and the balance, if any, shall be paid by the University upon demand.

**K. NOTICES**

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

San Bernardino County  
County Administrative Office  
385 N. Arrowhead Avenue, 5<sup>th</sup> Floor  
San Bernardino, CA 92415-0120

UC Cooperative Extension – San Bernardino  
7863 Central Avenue, Highland, CA 92346  
ATTN: Rita Clemons

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

**L. ENTIRE AGREEMENT**

This Contract, including all Exhibits (Exhibit A – 2024/25 UCCE San Bernardino County Work Plan; Exhibit B – Use Permit; and Exhibit C – Quarterly and Annual Program Outcomes Reporting Tool) and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive contract between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.

**M. ELECTRONIC SIGNATURES**

This Contract 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 Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other mail 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 Contract upon request.

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

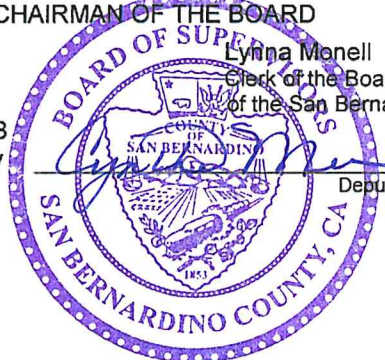
SAN BERNARDINO COUNTY

► Dawn Rowe  
Dawn Rowe, Chair, Board of Supervisors

Dated: OCT 22 2024

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

By Lynna Monell  
Clerk of the Board of Supervisors of the San Bernardino County  
Deputy



The Regents of the University of California

(Print or type name of corporation, company, contractor, etc.)  
Signed by Brent Hales  
4AA5D6F6BAA54A6...  
(Authorized signature - sign in blue ink)

Name Brent Hales  
(Print or type name of person signing contract)

Title Associate Vice President, UC ANR  
(Print or Type)

Dated: 10/7/2024

Address 2801 2nd Street, Davis, CA 95618

FOR COUNTY USE ONLY

Approved as to Legal Form  
► Julie Surber  
Julie Surber, Principal Assistant County Counsel  
Date 10/9/24

Reviewed for Contract Compliance  
► \_\_\_\_\_  
Date \_\_\_\_\_

Reviewed/Approved by Department  
► \_\_\_\_\_  
Date \_\_\_\_\_

## EXHIBIT A – 2024/25 UCCE San Bernardino County Work Plan



### Exhibit A

## 2024/2025 UCCE, San Bernardino County Work Plan

**Overview:** University of California, Cooperative Extension (UCCE) creates, develops and extends high-quality, science-based knowledge to residents throughout the state. UCCE in San Bernardino County provides research and educational programs to county residents in the areas of food and nutrition education, agriculture, urban farming, gardening and, food preservation, natural resources and youth development/4-H. UCCE San Bernardino has six programs available in the county: food and nutrition education, Master Gardeners, Master Food Preservers, 4-H, urban/small farm and natural resources.

The focus of UCCE's work in 2024/25 will be to continue to provide a wide array of educational and applied research programs to San Bernardino County residents. To avoid overbooking sites and UCCE programs, dates and times of specific programs will be coordinated through site coordinators at each location throughout the program year. Program activities will be recorded via a reporting tool at the end of the year and include attendance numbers for program activities.

UCCE shall adequately prepare for and staff workshops and events with the County. UCCE staff will partner with facility coordinators to plan events in collaboration with County departments. UCCE will deliver research and educational programs in collaboration with the six San Bernardino County Departments identified below.

### **Cooperative Extension Program Descriptions:**

Expanded Food and Nutrition Education Program (EFNEP) - **EFNEP** is a federally-funded program through the United States Department of Agriculture National Institute of Food and Agriculture (USDA NIFA) that offers nutrition education to limited-resource families and children in all 50 states and U.S. territories. In California, EFNEP is administered by UCCE. EFNEP assists limited-resource participants to gain the knowledge, skills, attitudes, and changes in behavior necessary to choose nutritionally sound diets and improve well-being. EFNEP partners with County departments including Preschool Services (PSD), Public Health (PH).

Master Gardener (MG) - The UCCE **MG** program in San Bernardino County provides intensive training to adult Master Gardener trainees over an 18-week period who, in turn, provide science-based information to county residents in three prioritized areas: sustainable landscaping ('right plant, right place'; proper use of soil amendments and mulch; water conservation/irrigation management; integrated pest management stressing prevention; and, attracting pollinators and wildlife); growing food in home, community and school gardens; and, promoting healthy communities. MG partners with County Libraries, Public Health (PH), Museums, Agriculture Weights and Measures (AWM) and provides services Countywide.

Natural Resources - The **Natural Resources** program works with all resource issues including soil, water, vegetation and wildlife, with expertise on restoration and invasive species management. Natural Resources partners with County Agriculture Weights and Measures (AWM).

Master Food Preserver (MFP) - The UCCE MFP program is to extend UC research-based information about home food safety and preservation to the public by trained volunteers covering: food safety, food waste reduction, fermentation, pressure canning, boiling water canning, freezing, dehydration and pickling. MFP partners with County Libraries & Museums as well as providing services Countywide.

Urban/Small farm – **The Urban and Small Farm Extension** Program will improve farm productivity and crop diversity for small scale farms in San Bernardino County. Small-scale farms are the backbone of San Bernardino County’s food system, biodiversity, and communities. We support small-scale farmers at all phases of their farming business development to improve their farming operations. Our program aims to provide culturally and linguistically appropriate research and outreach in order to enhance the skills and abilities of farmers in the San Bernardino County. Urban/Small Farm partners with AWM and provides services Countywide.

4-H – The **4-H** program is a positive youth development organization (5 to 19 years old) that empowers youth to reach their full potential. 4-H enables youth to emerge as leaders through hands-on learning, research-based 4-H youth programs and adult mentorship, in order to give back to their local communities. 4-H youth are more likely to be give back to their community, engage in STEM activities, are more likely to make healthy lifestyle choices, and 4-H prepares youth for career and college. 4-H partners with County Libraries, Museums and Regional Parks (RP).

UCCE Director/Administration – **UCCE Director** will oversee an office comprised of 17 academic and staff positions: duties include overall office management, employee onboarding, supervision and mentoring, approval of travel and payroll expenses, regular staff meetings, regular attendance at meetings and events related to the EFNEP, Master Gardener, Youth/4-H, MFP, urban/small farms and natural resource programs offered through UCCE San Bernardino County.

## **2024/2025 collaborations and goals include:**

County Department: **Libraries**

Cooperative Extension Program(s): Master Gardener (MG), Master Food Preserver (MFP), 4-H

- MG – will deliver three (3) tabling events, providing information and resources on growing food, sustainable landscaping, gardening, and information on upcoming community events, as well as five (5) Trees for Tomorrow events that address the need for increased tree canopy in the Inland Empire. These events will be conducted within the districts listed below. Dates indicated are subject to change based on availability of space within each library branch. Trees for Tomorrow event provides free drought, heat, and pest resistant trees and accompanying tree planting and care talks to area residents living in parts of the county with low tree canopy cover, high ozone pollution rates, high cardiovascular and pulmonary disease incidence, and high poverty. It also provides access to long-term technical assistance from UCCE Master Gardener volunteers to ensure long-term tree health that maximizes societal and ecosystem benefits of the trees.
- MG/MFP/4-H – UCCE will provide education to public at a total of four (4) Library events. Specific events and dates will be calendared by Library Director and/or designated library staff in consultation with MG, MFP and 4-H Coordinators.
- MFP will conduct the “Ask a Master Food Preserver” public class series at the Highland branch regularly. Specific dates will be calendared by Library Director and/or designated library staff in consultation with MG and volunteer class leads.
- Libraries will provide free and regular meeting space for 4-H clubs at branches in both 1<sup>st</sup> and 3<sup>rd</sup> Districts, upon advance request and approval by Libraries.



District 1:

Date	Class Title	Program(s)	Facility	Target Attendance
TBD	4-H Club Meetings	4-H	1st District Locations	N/A, as these are club meetings
TBD	Library/UCCE Developed event for 1 <sup>st</sup> District	4-H	1 <sup>st</sup> District Location	TBD
TBD	Master Gardeners and Master Food Preserves Information Table: Growing Food, Sustainable Landscaping, Gardening, Free Vegetable Seeds, Educational Coloring Pages, Details on Upcoming Workshops within the Community Time: 10am-4pm	MG/MFP	1 <sup>st</sup> District Location	15

District 2:

Date	Class Title	Program(s)	Facility	Target Attendance
03/15/25	Trees for Tomorrow: 10:00am-2:00pm	MG	Fontana Branch Library	25
TBD	Library/UCCE Developed event for 2 <sup>nd</sup> District	4-H	2 <sup>nd</sup> District Location	TBD
TBD	Master Gardeners and Master Food Preserves Information Table: Growing Food, Sustainable Landscaping, Gardening, Free Vegetable Seeds, Educational Coloring Pages, Details on Upcoming Workshops within the Community Time: 10am-4pm	MG/MFP	2 <sup>nd</sup> District Location	15

District 3:

Date	Class Title	Program(s)	Facility	Target Attendance
TBD	UCCE Master Food Preserver Public Class (Dates to be determined based upon availability of volunteer class leads)	MFP	Highland Branch Library	Open to Public
TBD	Internal UCCE Master Food Preserver Training (Dates based on state-wide class schedule)	MFP	Highland Branch Library	N/A - closed to public; program trainings
TBD	Library/UCCE Developed event for 3 <sup>rd</sup> District	MFP	3 <sup>rd</sup> District Location	TBD
TBD	4-H Club Meetings	4-H	Yucca Valley, Lucerne, and/or Barstow	N/A, as these are club meetings

District 4:

Date	Class Title	Program(s)	Facility	Target Attendance
TBD	Library/UCCE Developed event for 4 <sup>th</sup> District	MG	4 <sup>th</sup> District Location	TBD

TBD	Master Gardeners and Master Food Preserves Information Table: Growing Food, Sustainable Landscaping, Gardening, Free Vegetable Seeds, Educational Coloring Pages, Details on Upcoming Workshops within the Community Time: 10am-4pm	MG/MFP	4 <sup>th</sup> District Location	15
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District 5:

Date	Class Title	Program(s)	Facility	Target Attendance
11/16/24	Trees for Tomorrow: 10:00am–12:00pm	MG	Muscoy Branch Library	25
TBD	Trees for Tomorrow: 10:00am–12:00pm	MG	Muscoy Branch Library	25
TBD	Trees for Tomorrow: 10:00am–12:00pm	MG	Muscoy Branch Library	25
TBD	Trees for Tomorrow: 10:00am-12:00pm	MG	Muscoy Branch Library	25

County Department: **Preschool Services Department (PSD)**  
Cooperative Extension Program(s): EFNEP

- EFNEP – will teach one nutrition class series (eight lessons per class series) per year, per identified Head Start facility. Educators work in coordination with PSD for dates of classes with each facility. UCCE shall provide EFNEP outreach materials to PSD, promoting UCCE’s one-on-one coaching or group sessions that the County will make available to potential program participants. PSD sites will help promote the EFNEP program and provide a list of names of interested individuals, UCCE staff will follow up with potential participants. If a Spanish class series is requested, this can be offered as an additional series.
  - UCCE EFNEP is a member of the Health Services Advisory Committee and regularly participates in meetings held every other month.
  - A UCCE EFNEP representative will continue to participate in the Policy Council Committee for the 2024-25 school year and attend meetings on a monthly basis, for a total of 12 meetings per year.

Date	Class/Workshop/Project Title	Program(s)	Facility	Target Attendance per Series
Continuous/as referred	Eating Smart Being Active Series	EFNEP	Citrus Head Start	5-10
Continuous/as referred	Eating Smart Being Active Series	EFNEP	Chino Head Start	5-10
Continuous/as referred	Eating Smart Being Active Series	EFNEP	Westminster Head Start	5-10
Continuous/as referred	Eating Smart Being Active Series	EFNEP	Mill Head Start	5-10
Continuous/as referred	Eating Smart Being Active Series	EFNEP	Del Rosa Head Start	5-10
Continuous/as referred	Eating Smart Being Active Series	EFNEP	Victorville Head Start	5-10
Continuous/as referred	Eating Smart Being Active Series	EFNEP	Hesperia Head Start	5-10
Continuous/as referred	Eating Smart Being Active Series	EFNEP	Barstow Head Start	5-10
Continuous/as referred	Eating Smart Being Active Series	EFNEP	Colton Head Start	5-10
Continuous/as referred	Eating Smart Being Active Series	EFNEP	Apple Valley Head Start	5-10
Continuous/as referred	Eating Smart Being Active Series	EFNEP	Maple Start	5-10
Continuous/as referred	Eating Smart Being Active Series	EFNEP	Upland Head Start	5-10
Monthly, every third Monday	Policy Council Meeting	EFNEP	PSD	12 meetings/year
Every other month	Health Services Advisory Committee	EFNEP	PSD	6 meetings/year

County Department: **Public Health (DPH)**  
 Cooperative Extension Program(s): EFNEP, Master Gardener

- EFNEP – Supervisor and/or Advisor will continue to attend County Nutrition Action Partnership (CNAP) meetings quarterly, by way of invitation from DPH.
- MG – UCCE will continue to partner with County and ‘Healthy Communities’ member cities to promote involvement in outdoor activities and community-building ventures. MG will attend quarterly Healthy Communities meetings coordinated by County staff. Healthy Communities member cities include: Apple Valley, Chino, Chino Hills, Colton, Fontana, Grand Terrace, Hesperia, High Desert Communities, Montclair, Ontario, Rancho Cucamonga, Rialto, Rim Communities, Upland, Victorville, Yucaipa, Highland, San Bernardino, Redlands, and Barstow. MG, holding an active role in DPH’s CNAP Garden Subcommittee, will also attend the quarterly CNAP meetings.

Date	Class/Workshop/Project Title	Program(s)	Facility	Annual Number of Meetings Attended
As scheduled quarterly	Attending Healthy Community Meetings (countywide and local)	MG	Throughout the county based on meeting locations	4
As scheduled, quarterly	EFNEP supervisor and MG will attend CNAP meeting (occurs quarterly)	EFNEP and MG	Zoom or in-person	4

County Department: **Museums**  
 Cooperative Extension Program(s): Master Gardener (MG), Master Food Preserver (MFP), 4-H

- MG – UCCE will provide education to public at a total of six (6) Museum events. Specific events and dates will be calendared by Museum Director and/or Education Curator in consultation with MG Coordinator.
- 4-H - 4-H Expanded Learning Science Night at the Museum will engage youth ages 5 to 13, currently attending afterschool programs across the county, and their families to visit the County museums for an afternoon of family fun.
- MG/MFP - will deliver a combination of four (4) workshops/classes with topics consisting of fruits, vegetables and sustainable landscaping, as well as two (2) Trees for Tomorrow events that address the need for increased tree canopy in the Inland Empire. The workshop/classes will be conducted at both Museum locations – 1 class per quarter, each location having 2 classes per year. The Trees for Tomorrow events will have 1 per location per year. Dates indicated are subject to change based on availability of space within each Museum location.

Date	Class/Workshop/Project Title	Program(s)	Facility	Target Number of Participant Interactions
Fall 2024	Biodiversity; Museum estimated attendance 300	MG/MFP	Redlands	150
January 2024	Old West Days; Museum estimated attendance 1,500	MG/MFP	Redlands	266
February 2024	Arthropolooza; Museum estimated attendance 1,500	MG	Redlands	266
April 2025	Earth Day event; Museum estimated attendance 150	MG	Redlands	100

January 2025	Old West Days (TBD); Museum estimated attendance 250	MG/MFP	Apple Valley	33
February 2025	Arthropolooza (TBD); Museum estimated attendance 250	MG	Apple Valley	33
TBD	4-H Night at the Museum	4-H	Redlands	150
TBD	4-H Night at the Museum	4-H	Apple Valley	100
TBD	Home Gardening and Food Preservation TBD	MG/MFP	Redlands	15
	Topics include: Growing Vegetables, Seasonal Food Preservation			
TBD	Home Gardening and Food Preservation TBD	MG/MFP	Redlands	15
	Topics include: Growing Vegetables, Seasonal Food Preservation			
TBD	Home Gardening and Food Preservation TBD	MG/MFP	Apple Valley	15
	Topics include: Growing Vegetables, Seasonal Food Preservation			
TBD	Home Gardening and Food Preservation TBD	MG/MFP	Apple Valley	15
	Topics include: Growing Vegetables, Seasonal Food Preservation			
TBD	Trees for Tomorrow: TBD	MG	Redlands	25
TBD	Trees for Tomorrow: TBD	MG	Apple Valley	25

County Department: **Department of Agriculture Weights and Measures (AWM)**  
 Cooperative Extension Program(s): Master Gardener, Natural Resources, Small/Urban Farm

- MG – will present talks to the public on emerging pests that are potential threats to landscape and fruit trees in urban areas. MG will also continue to distribute UCCE information on any relevant emerging pest concerns at outreach events (including workshops and information tables). UCCE and AWM will establish a quarterly meeting between subject matter experts to discuss current and upcoming concerns and to coordinate and collaborate on information and guidance/outreach opportunities.
- Natural Resources – to provide assistance and expertise on managing new and existing invasive weed(s).
- Small/Urban Farms – will provide support to local small/urban farms through regular webinars, in-person classes/consultations, and ongoing remote technical assistance and interactions. UCCE to provide specific guidance during talks around homeowner grove management and sanitation to prevent the harboring of unwanted pests.

Date	Class/Workshop/Project Title	Program(s)	Facility	Target Attendance
TBD	Relevant emerging pests talks (10 talks/2 in each district if possible, based on emerging pest locations)	MG	Throughout the county, based on emerging pest talk needs	150 per year for all 10 talks
TBD	Quarterly meeting between subject matter experts on emerging pests	MG	Virtual	N/A

TBD	Collaboration on management of new and existing invasive weed concerns	Natural Resources	None	N/A
TBD	Small/Urban Farms webinars – 10 total per year	Small/Urban Farms	Virtual	20 per class
TBD	Small/Urban Farms – in-person consultations/classes – 16 total per year	Small/Urban Farms	N/A	10 per class
On-going	Small/Urban Farms – technical assistance and grant support	Small/Urban Farms	N/A	15 interactions per quarter

County Department: **Regional Parks**

Cooperative Extension Program(s): 4-H

- 4-H – UCCE will meet with Parks Director and staff to discuss, develop, and strategize opportunities to expand or strengthen programs at pertinent locations.

Date	Class/Workshop/Project Title	Program(s)	Facility
TBD	A Day in Nature Event	4-H	TBD
TBD	A Day in Nature Event	4-H	TBD
TBD	A Day in Nature Event	4-H	TBD
TBD	A Day in Nature Event	4-H	TBD
TBD	Doggie Pool-ooza	4-H	Yucaipa
TBD	California Days	4-H	Calico
TBD	Morongo 60th Anniversary celebration	4-H	Morongo Preserve

**Countywide Highlights**

Cooperative Extension Program(s): EFNEP, Master Gardener (MG), Master Food Preserver (MFP), Youth/4-H, Urban/Small farms and Natural Resources

- **UCCE Programs-** Target 20 such classes/interactions per quarter
  - **MFP** – The Master Food Preserver program will provide training and classes conducted at various locations across the county, targeting events – such as home and garden shows, farmers markets, Earth Day events, and local fairs and festivals.
  - **MG** – Answer email helpline inquiries regularly and remotely, targeting a 48-business hour response time. Staff the helpline in the UCCE San Bernardino County office for nine hours per week per the following schedule: Monday, Tuesday, Wednesday, and Thursday mornings (schedule subject to change based on volunteer availability).
  - **EFNEP** – Nutrition class series will provide education to residents of the county.
  - **4-H** – will engage youth through afterschool programs, clubs, camps, and county events such as the county fair.

Date	Class/Workshop/Project Title	Program(s)	Facility
TBD	Trainings/Classes throughout the County –	MFP	TBD
On-going	Helpline Support – 48-hour response time, staffed M, T, W, Th mornings, 9 hours total per week	MG	NA
TBD	Nutrition Class Series	EFNEP	TBD
TBD	Youth Engagement Activities	4-H	TBD

**EXHIBIT B – USE PERMIT**

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



**Contract Number**

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**SAP Number**

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**Real Estate Services Department**

<b>Department Contract Representative</b>	<u>Terry W. Thompson, Director</u>
<b>Telephone Number</b>	<u>(909) 387-5000</u>
<b>Contractor</b>	<u>Regents of the University of California</u>
<b>Contractor Representative</b>	<u>Brent Hales</u>
<b>Telephone Number</b>	<u>(530) 786-0256</u>
<b>Contract Term</b>	<u>July 1, 2024 through June 30, 2027</u>
<b>Original Contract Amount</b>	<u>N/A</u>
<b>Amendment Amount</b>	<u>N/A</u>
<b>Total Contract Amount</b>	<u>N/A</u>
<b>Cost Center</b>	<u>1100001000</u>
<b>GRC/PROJ/JOB No.</b>	<u>60002359</u>
<b>Internal Order No.</b>	<u></u>

**Briefly describe the general nature of the contract:** This Use Permit is for a period of three (3) years, commencing July 1, 2024 through June 30, 2027. The Use Area consists of a total of 2,961.45 square feet, 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) 1,405.45 square feet of shared space located at the County Museum facility at 2024 Orange Tree Lane in Redlands to operate a cooperative extension program for agricultural education for the residents of San Bernardino County. In lieu of rent Regents of the University of California will provide research and educational programs to County residents in the areas of food and nutrition education, gardening and horticulture, food preservation, natural resources, and youth development. (An annual in-kind use value of \$45,291.)

**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, 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 University of California 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 2,961 square feet comprising of (a) 1,556 square feet of COUNTY-leased office and shared space located at 7863 Central Avenue, Highland, California and (b) 1,405 square feet of COUNTY-owned shared space located at 2024 Orange Tree Lane in Redlands, California; and,

WHEREAS, the COUNTY is willing to provide office and shared space within certain portions of 7863 Central Avenue, Highland, California, and 2024 Orange Tree Lane in Redlands, 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 University on behalf of its UC Agriculture and Natural Resources and its UCCE 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 approximately 2,961 square feet of office and shared spaces, comprising: (i) approximately 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 (ii) approximately 1,405 square feet of the COUNTY-owned shared space located at 2024 Orange Tree Lane in Redlands, California, as shown on Attachment A, attached hereto and incorporated herein by reference. Unless individually referred to, the Highland Area and the Redlands Area shall collectively be referred to as the "Use Area". This permit is effective from and including July 1, 2024 through June 30, 2027 ("Use Period").

2. **USE:** PERMITTEE shall use the Use Area during the Use Period for only the following purposes:
- A. **Highland Area:** 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.
  - B. **Redlands Area:** upon COUNTY's prior written approval, PERMITTEE may use the Redlands Area for the following purposes subject to the conditions set forth below:
    - i. A maximum of 2 workshops, trainings, and/or meetings per month, 2 hours per workshop, training, and/or meeting, with use fees waived.
    - ii. PERMITTEE will be required to submit an annual schedule of workshops and/or trainings a year in advance, and/or reservation requests for meetings must be made at least a month in advance of the desired meeting day and time.
    - iii. PERMITTEE must confirm all dates and times with COUNTY for submitted workshops and trainings and requested meetings.
    - iv. PERMITTEE is responsible for all costs associated with the workshops, training, and/or meetings, including clean-up and restoration of the Redlands Area at the conclusion of each workshop, training, and/or meeting.
    - v. COUNTY shall have priority to use the Redlands Area.
    - vi. COUNTY reserves the right to cancel PERMITTEE's reserved dates/times at COUNTY's discretion and at any time with or without prior notice, provided that



COUNTY will endeavor to make a good faith attempt to give PERMITTEE two-weeks notice.

3. **FEES:** In lieu of fees the parties acknowledge and agree that the annual total in-kind use-value by the University for this Use Permit is \$45,291, as calculated in Attachment "A".

4. **TERM:** The Initial Term of this Use Permit shall be for a period of three (3) years commencing on July 1, 2024 ("Commencement Date") and end on June 30, 2027 ("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 the 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 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.

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. "Reasonably 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 San Bernardino County 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, 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.

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.

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: \_\_\_\_\_  
Dawn Rowe, Chair  
Board of Supervisors

By: \_\_\_\_\_  
Brent Hales

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:

TOM BUNTON, County Counsel  
San Bernardino County, California

By: \_\_\_\_\_  
John Tubbs II, Deputy County Counsel

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

**ATTACHMENT "A"**

Breakdown of Usable Space and Estimated Annual Value:

<b>Location: 7863 Central Ave, Highland</b>	<b>Room</b>	<b>Sq. Ft.</b>	<b>Usage*</b>	<b>Monthly Value</b>	<b>Annual Value</b>
7863 Central Ave, Highland	Indoor Lab	502	Exclusive	\$994	\$11,923
7863 Central Ave, Highland	Office	121	Exclusive	\$240	\$2,874
7863 Central Ave, Highland	Office	230	Exclusive	\$455	\$5,463
7863 Central Ave, Highland	Community Room	703	Non- Exclusive	\$696	\$8,348
<b>Total:</b>		<b>1556</b>		<b>\$2,385</b>	<b>\$28,607</b>

<b>Location: 2024 Orange Tree Lane, Redlands</b>	<b>Room</b>	<b>Sq. Ft.</b>	<b>Usage*</b>	<b>Monthly Value</b>	<b>Annual Value</b>
2024 Orange Tree Lane, Redlands	Office	130	Non- Exclusive	\$129	\$1,544
2024 Orange Tree Lane, Redlands	Closet	79	Non- Exclusive	\$78	\$938
2024 Orange Tree Lane, Redlands	Learning Space Depot	1196	Non- Exclusive	\$1,184	\$14,203
<b>Total:</b>		<b>1405</b>		<b>\$1,391</b>	<b>\$16,684</b>

<b>Total for both spaces:</b>		<b>2961</b>		<b>\$3,776</b>	<b>\$45,291</b>
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*\*Monthly Value = \$1.98 PSF/Month*

*\*Annual Value = \$23.75 PSF/Year*

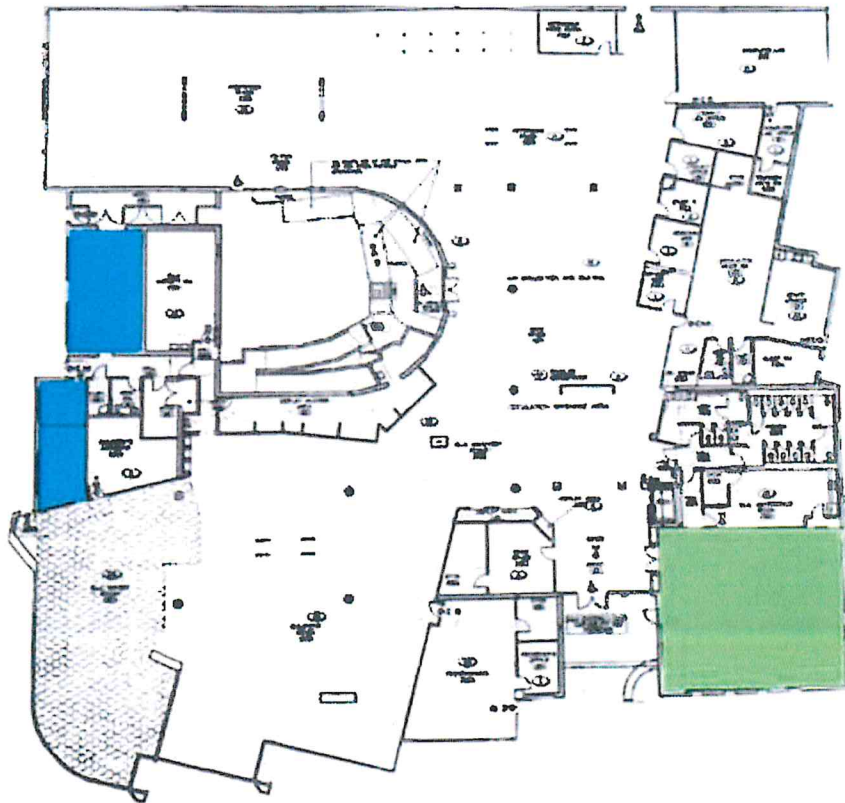
*\*Non-exclusive space rates are estimated using 50% of the  
Exclusive rate*

### Attachment A – Highland Area



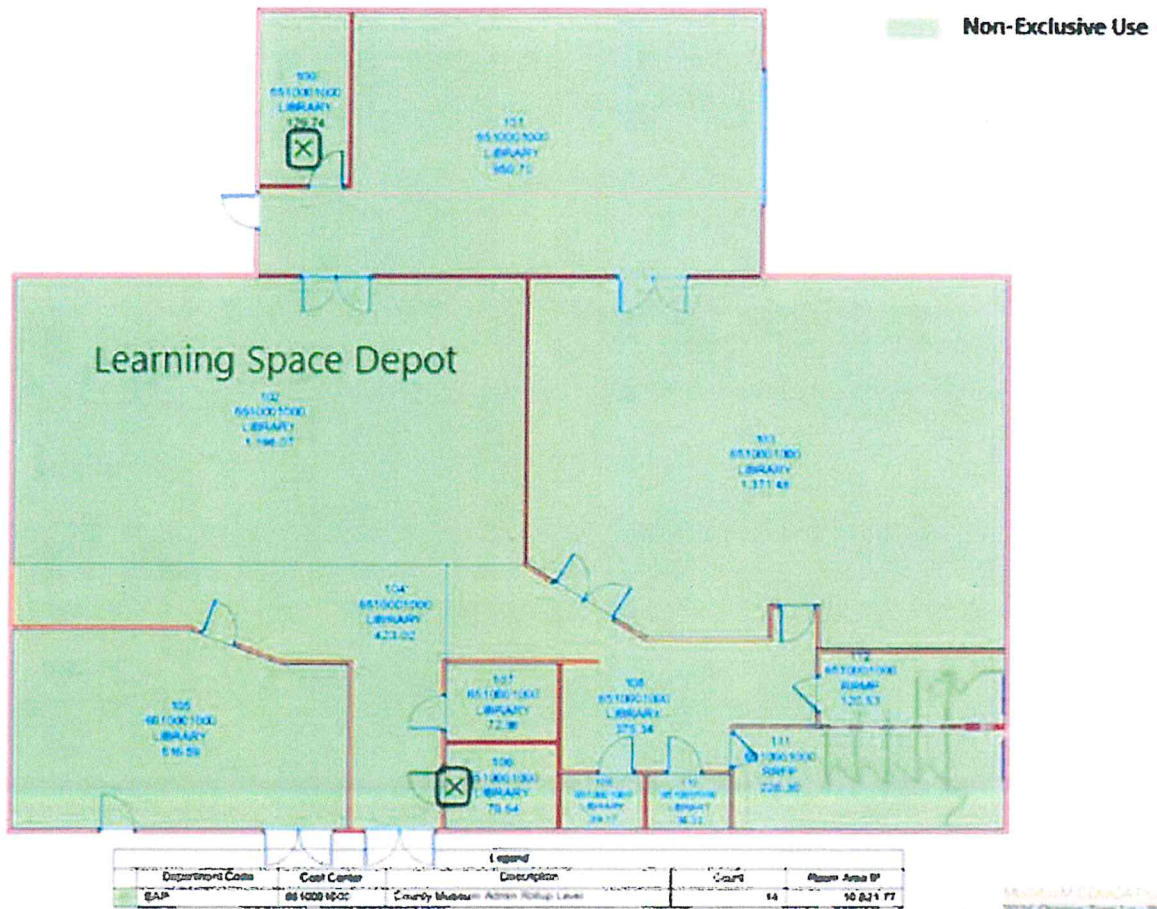
Highland Branch Library  
7863 Central Avenue  
Highland, CA 92346

Exclusive Use  
Non-Exclusive Use



### Attachment A – Redlands Area

Redlands Museum Education Center  
 2024 Orange Tree Ln.  
 Redlands CA  
 Building RED010, First Floor



MUSEUM EDUCATION CENTER  
 2024 Orange Tree Ln. REDLANDS, CA  
 Building No. RED010  
 1st Floor  
 10/21/2023 10:00 AM



**EXHIBIT C – Quarterly and Annual Program Outcomes Reporting Tool**

<b>County Library</b>								
Abbreviation definitions: MG = Master Gardeners; MFP = Master Food Preservers								
<b>District 1</b>								
Date(s)	Quarter (Q1, Q2, Q3, Q4)	Class Title (with description)	Program(s)	Facility	Target Attendance/ Interactions	Actual Attendance/ Interactions	Target Met? Y/N	Additional Information/Communications
TBD		Master Gardeners and Master Food Preservers Information Table 10am-4pm Information/Resources to be Provided: Growing Food, Sustainable Landscaping, Gardening, Free Vegetable Seeds, Educational Coloring Pages, Details on Upcoming Workshops within the Community	MG/MFP	TBD - in 1st District	15			
TBD		Library/UCCE Developed event for 1st District	4-H	TBD - in 1st District	TBD			
TBD		4-H Club Meetings	4-H	TBD - in 1st District	N/A, as these are club meetings	NA	NA	
<b>District 2</b>								
Date(s)	Quarter (Q1, Q2, Q3, Q4)	Class Title (with description)	Program(s)	Facility	Target Attendance/ Interactions	Actual Attendance/ Interactions	Target Met? Y/N	Additional Information/Communications
TBD		Master Gardeners and Master Food Preservers Information Table	MG/MFP	TBD - in 2nd District	15			

		10 am-4pm									
		Information/Resources to be Provided: Growing Food, Sustainable Landscaping, Gardening, Free Vegetable Seeds, Educational Coloring Pages, Details on Upcoming Workshops within the Community									
TBD		Library/UCCE Developed event for 2nd District	4-H	TBD - in 2nd District	TBD						
3/15/2025		Trees for Tomorrow: 10:00am-2:00pm	MG	Fontana Branch Library	25						
<b>District 3</b>											
Date(s)	Quarter (Q1, Q2, Q3, Q4)	Class Title (with description)	Program(s)	Facility	Target Attendance/ Interactions	Actual Attendance/ Interactions	Target Met? Y/N	Additional Information/Communications			
TBD	Monthly Class	"Ask a Master Food Preserver" Public Class (class dates TBD based on volunteer availability)	MFP	Highland Branch Library	15 per class			Note: This class is monthly, so each Quarterly report should record 3 classes worth of attendance.			
TBD		Library/UCCE Developed event for 3rd District	MFP	TBD - in 3rd District	TBD						
TBD		4-H Club Meetings	4-H	Yucca Valley, Lucerne, and/or Barstow	N/A, as these are club meetings	NA	NA				
TBD		Internal UCCE Master Food Preserver Training	MFP	Highland Branch Library	N/A, closed to public; program trainings	N/A, closed to public; program trainings	N/A				
<b>District 4</b>											

Date(s)	Quarter (Q1, Q2, Q3, Q4)	Class Title (with description)	Program(s)	Facility	Target Attendance/ Interactions	Actual Attendance/ Interactions	Target Met? Y/N	Additional Information/Communications
TBD		10am-4pm Information/Resources to be Provided: Growing Food, Sustainable Landscaping, Gardening, Free Vegetable Seeds, Educational Coloring Pages, Details on Upcoming Workshops within the Community	MG/MFP	TBD - in 4th District	15			
TBD		Library/UCCE Developed event for 4th District	MG	TBD - in 4th District	TBD			
<b>District 5</b>								
Date(s)	Quarter (Q1, Q2, Q3, Q4)	Class Title (with description)	Program(s)	Facility	Target Attendance/ Interactions	Actual Attendance/ Interactions	Target Met? Y/N	Additional Information/Communications
11/16/2024		Trees for Tomorrow: 10:00am-2:00pm	MG	Muscoy Branch Library	25			
TBD		Trees for Tomorrow: 10:00am-2:00pm	MG	Muscoy Branch Library	25			
TBD		Trees for Tomorrow: 10:00am-2:00pm	MG	Muscoy Branch Library	25			
TBD		Trees for Tomorrow: 10:00am-2:00pm	MG	Muscoy Branch Library	25			
<b>Other - For UCCE to report pertinent, non-contract programs/meetings/events held with Library</b>								
Date(s)	Quarter (Q1, Q2, Q3, Q4)	Class Title (with description)	Program(s)	Facility	Additional Information/Communications - Please provide context and details			


**Preschool Services Department**

Abbreviation definitions: EFNEP = Expanded Food and Nutrition Program

**Nutrition Classes: 1 per headstart facility, minimum target attendance = 60**

Date(s)	Quarter (Q1, Q2, Q3, Q4)	Class/Workshop/Project Title	Program(s)	Facility	Target Attendance	Actual Attendance	Target Met? Y/N	Additional Information/ Communications
Continuous/as referred		Eating Smart Being Active Series	EFNEP	Citrus Head Start	5-10			
Continuous/as referred		Eating Smart Being Active Series	EFNEP	Chino Head Start	5-10			
Continuous/as referred		Eating Smart Being Active Series	EFNEP	Westminster Head Start	5-10			
Continuous/as referred		Eating Smart Being Active Series	EFNEP	Mill Head Start	5-10			
Continuous/as referred		Eating Smart Being Active Series	EFNEP	Del Rosa Head Start	5-10			
Continuous/as referred		Eating Smart Being Active Series	EFNEP	Victorville Head Start	5-10			
Continuous/as referred		Eating Smart Being Active Series	EFNEP	Hesperia Head Start	5-10			
Continuous/as referred		Eating Smart Being Active Series	EFNEP	Barstow Head Start	5-10			
Continuous/as referred		Eating Smart Being Active Series	EFNEP	Colton Head Start	5-10			

Continuous/as referred	Eating Smart Being Active Series	EFNEP	Apple Valley Head Start	5-10				
Continuous/as referred	Eating Smart Being Active Series	EFNEP	Maple Start	5-10				
Continuous/as referred	Eating Smart Being Active Series	EFNEP	Upland Head Start	5-10				
<b>Policy Council Meetings: 12 meetings total (3 per quarter)</b>								
Date(s)	Quarter (Q1, Q2, Q3, Q4)	Class/Workshop/Project Title	Program(s)	Facility	Target - 3 per quarter	Actual	Target Met? Y/N	Additional Information/ Communications
Monthly, every third Monday	Q1	July, August, and September Policy Council Meetings	EFNEP	PSD				Please record the dates of the meetings attended this Quarter:
Monthly, every third Monday	Q2	October, November, and December Policy Council Meetings	EFNEP	PSD				Please record the dates of the meetings attended this Quarter:
Monthly, every third Monday	Q3	January, February, and March Policy Council Meetings	EFNEP	PSD				Please record the dates of the meetings attended this Quarter:
Monthly, every third Monday	Q4	April, May, and June Policy Council Meetings	EFNEP	PSD				Please record the dates of the meetings attended this Quarter:
<b>Health Services Advisory Committee Meetings: 6 meetings total (1-2 per quarter)</b>								
Date(s)	Quarter (Q1, Q2, Q3, Q4)	Class/Workshop/Project Title	Program(s)	Facility	Target - 1-2 per Quarter	Actual	Target Met? Y/N	Additional Information/ Communications
Every other month	Q1	Health Services Advisory Committee	EFNEP	PSD				Please record the dates of the meetings attended this Quarter:
Every other month	Q2	Health Services Advisory Committee	EFNEP	PSD				Please record the dates of the meetings attended this Quarter:
Every other month	Q3	Health Services Advisory Committee	EFNEP	PSD				Please record the dates of the meetings attended this Quarter:

Every other month	Q4	Health Services Advisory Committee	EFNEP	PSD	Please record the dates of the meetings attended this Quarter:	
<b>Other - For UCCE to report pertinent, non-contract programs/meetings/events held with PSD</b>						
Date(s)	Quarter (Q1, Q2, Q3, Q4)	Class Title (with description)	Program(s)	Facility	Additional Information/Communications - Please provide context and details	

<b>Department of Public Health</b>										
Abbreviation definitions: MG = Master Gardeners; EFNEP = Expanded Food and Nutrition Program										
Date(s)	Class/Workshop/Project Title	Program(s)	Facility	Target Meetings Attended, Annually	Q1 Total	Q2 Total	Q3 Total	Q4 Total	Annual Total	Additional Information/Communications
As scheduled quarterly	Attending Healthy Community Meetings (countywide and local)	MG	Throughout the county, based on meeting locations	4 (1 per Quarter)						
As scheduled quarterly	EFNEP supervisor and MG will attend CNAP - Meetings occur quarterly	EFNEP	Zoom or in person	4 (1 per Quarter)						

**Other - For UCCE to report pertinent, non-contract programs/meetings/events held with DPH**

Date(s)	Quarter (Q1, Q2, Q3, Q4)	Class/Workshop/Project Title	Program(s)	Facility	Additional Information/ Communications - Please provide context and details

**Museums**

Abbreviation definitions: MG = Master Gardeners; MFP = Master Food Preservers

Date(s)	Quarter (Q1, Q2, Q3, Q4)	Class/Workshop/Project Title	Program(s)	Facility	Target Number of Interactions	Actual Number of Interactions	Target Met: Y/N	Additional Information/ Communications
Fall 2024		Biodiversity: Museum estimated attendance - 300	MG/MFP	Redlands	150			
January 2024		Old West Days; Museum estimated attendance - 1,500	MG/MFP	Redlands	266			
February 2024		Arthropoozoa; Museum estimated attendance - 1,500	MG	Redlands	266			
April 2025		Earth Day event: Museum estimated attendance - 150	MG	Redlands	266			
January 2025		Old West Days (TBD); Museum estimated attendance - 250	MG/MFP	Apple Valley	33			
February 2025		Arthropoozoa (TBD); Museum estimated attendance - 250	MG	Apple Valley	33			

TBD	4-H Night at the Museum	4-H	Redlands	150			
TBD	4-H Night at the Museum	4-H	Apple Valley	100			
TBD	Home Gardening and Food Preservation TBD Topics include: Growing Vegetables, Seasonal Food Preservation	MG/MFP	Redlands	15			
TBD	Home Gardening and Food Preservation TBD Topics include: Growing Vegetables, Seasonal Food Preservation	MG/MFP	Redlands	15			
TBD	Home Gardening and Food Preservation TBD Topics include: Growing Vegetables, Seasonal Food Preservation	MG/MFP	Apple Valley	15			
TBD	Home Gardening and Food Preservation TBD Topics include: Growing Vegetables, Seasonal Food Preservation	MG/MFP	Apple Valley	15			
TBD	Trees for Tomorrow - TBD	MG	Redlands	25			
TBD	Trees for Tomorrow - TBD	MG	Apple Valley	25			
<b>Other - For UCCE to report pertinent, non-contract programs/meetings/events held with Museums</b>							
Date(s)	Quarter (Q1, Q2, Q3, Q4)	Class Title (with description)	Program(s)	Facility	Additional Information/Communications - Please provide context and details		




<b>Department of Agriculture Weights and Measures</b>									
Abbreviation definitions: MG = Master Gardeners; PAPA = Pesticide Applicators Professional Association; CAPCA = California Association of Pest Control Advisors; UCANR = University of California Agriculture and Natural Resources									
<b>Relevant emerging pests talks: 10 talks/2 in each district if possible, based on emerging pest locations - 150 attendance for full year</b>									
Date(s)	Quarter (Q1, Q2, Q3, Q4)	Class/Workshop/Project Title	Program(s)	Facility	Target Attendance	Actual Attendance	Target Met? Y/N	Additional Information/ Communications - Please provide the location pertinent to the District for each talk	
TBD			MG	District 1 Location:	15				
TBD			MG	District 1 Location:	15				
TBD			MG	District 2 Location:	15				
TBD			MG	District 2 Location:	15				
TBD			MG	District 3 Location:	15				
TBD			MG	District 3 Location:	15				
TBD			MG	District 4 Location:	15				
TBD			MG	District 4 Location:	15				
TBD			MG	District 5 Location:	15				

TBD			District 5 Location:	15	MG			
<b>Quarterly Meetings Between Subject Matter Experts on Emerging Pests: 1 meeting per quarter, in person or virtual</b>								
Date(s)	Quarter (Q1, Q2, Q3, Q4)	Discussion Topics:	Program(s)	Facility	County Attended? Y/N	UCCE Attended? Y/N	Target Met? Y/N	Additional Information/ Communications
	Q1		MG	In person or Virtual				
	Q2		MG	In person or Virtual				
	Q3		MG	In person or Virtual				
	Q4		MG	In person or Virtual				
<b>Invasive Species Collaborations - New or existing invasive weed concerns</b>								
Date(s)	Quarter (Q1, Q2, Q3, Q4)	Invasive Weed/Species Discussed?	Program(s)	Facility	Additional Information/ Communications - Please provide details on each occurrence of collaboration			
TBD			Natural Resources	None				
TBD			Natural Resources	None				
TBD			Natural Resources	None				
TBD			Natural Resources	None				
TBD			Natural Resources	None				
TBD			Natural Resources	None				
<b>Small/Urban Farms - to provide community support directly through webinars, in person classes/consultations, technical assistance</b>								



	(Q1, Q2, Q3, Q4)				Y/N	Y/N	Y/N	
TBD		A Day in Nature Event	4-H	TBD	25			UCCE/Parks to try and spread events to various Park locations as able:
TBD		A Day in Nature Event	4-H	TBD	25			UCCE/Parks to try and spread events to various Park locations as able:
TBD		A Day in Nature Event	4-H	TBD	25			UCCE/Parks to try and spread events to various Park locations as able:
TBD		A Day in Nature Event	4-H	TBD	25			UCCE/Parks to try and spread events to various Park locations as able:
TBD		Doggie Pool-ooza	4-H	Yucaipa	100			
TBD		California Days	4-H	Calico	100			
TBD		Morongo 60th Anniversary Celebration	4-H	Morongo Preserve	100			

**Other - For UCCE to report pertinent, non-contract programs/meetings/events held with Regional Parks**

Date(s)	Quarter (Q1, Q2, Q3, Q4)	Class Title (with description)	Program(s)	Facility	Additional Information/Communications - Please provide context and details

**Countywide**

Abbreviation definitions: MG = Master Gardeners; MFP = Master Food Preservers

**Helpline Support - 48-hour response time on emails; Office staffed 9 hours per week, mornings of Monday - Thursday**

Date	Quarter (Q1, Q2, Q3, Q4)	Number of calls/emails	Class/Workshop/Project Title	Program(s)	Facility	Additional Information/ Communications
NA	Q1	-	Helpline Support	MG	UCCE San Bernardino County Office	-
NA	Q2	-	Helpline Support	MG	UCCE San Bernardino County Office	-
NA	Q3	-	Helpline Support	MG	UCCE San Bernardino County Office	-
NA	Q4	-	Helpline Support	MG	UCCE San Bernardino County Office	-

**Highlight of programs and activities provided by UCCE - non-contract programs that link to the County Vision and the mission of County Departments, which benefit residents, visitors, County Departments and the workforce and are outside the funding of this contract**

Date	Quarter (Q1, Q2, Q3, Q4)	District (1, 2, 3, 4, 5)	Class/Workshop/Project Title	Program(s)	Facility	Additional Information/ Communications